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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Sarena Perez, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JAVIER FELIX, individually, and on behalf of other members of the general public similarly situated, and as an aggrieved employee pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiff,

vs.

STAPLES CONTRACT & COMMERCIAL LLC, a Delaware limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2424236

Assigned for All Purposes to Hon. Kevin C. Lee, Dept. S26

FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*

(1) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
(2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
(3) Violation of the Fair Labor Standards Act (29 U.S.C. §§ 201, *et seq.*);
(4) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
(5) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
(6) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll

Records);
(7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
(8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
(9) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11070 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
(10) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
(11) Violation of California Labor Code §§ 2100, *et seq.* (Unlawful Warehouse Quotas);
(12) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
(13) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
(14) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

Filed: July 29, 2024
Removed: October 2, 2024
Remanded: June 17, 2026

Plaintiff Javier Felix, individually and on behalf of all other members of the public similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees, alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to California Code of Civil Procedure section 382, as a collective action pursuant to 29 U.S.C. § 216(b), and California Labor Code sections 2698, *et seq*. ("PAGA") to recover civil penalties and any other available relief on behalf of Plaintiff, the State of California, and other current and former employees who worked for Defendants in California as non-exempt, hourly paid employees and received at least one wage statement and against whom one or more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the applicable Industrial Welfare Commission ("IWC") Wage Order were committed, as set forth in this complaint. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

2. This Court has jurisdiction over Defendants because Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

3. Venue is proper in this Court, because Defendants employ persons within the County of San Bernardino, and have violated the requirements of the California Labor Code and applicable IWC Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable IWC Wage Order in at least two locations within the County of San Bernardino, including Defendants' locations in Ontario (1500 South Dupont Avenue, Ontario, California 91761) and Rialto (450 South Cactus Avenue, Rialto, California 92376). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in San Bernardino County and Plaintiff could bring this action to recover penalties in San Bernardino County, venue is proper.

THE PARTIES

4. Plaintiff Javier Felix is a resident of Oakland, in Alameda County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately October 2022 to August 2023. Plaintiff worked as a Warehouse Lean Replenishment employee at the Defendants' fulfillment center in Stockton, California. During his employment, Plaintiff typically worked eight (8) or more hours per day and five (5) days per week. Plaintiff's primary job duties included, without limitation, cleaning and sanitizing the forklifts, preparing scanners, receiving order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

5. STAPLES CONTRACT & COMMERCIAL LLC was and is, upon information and belief, a Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of STAPLES CONTRACT & COMMERCIAL LLC at all relevant times.

8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, STAPLES CONTRACT & COMMERCIAL LLC and/or DOES 1 through 10 (collectively, "Defendants" or "STAPLES"), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

9. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein

alleged.

10. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

11. Defendants are the business-to-business contract arm of office supply retailer Staples; they sell and deliver products and services directly to customers, ranging from small businesses and up to Fortune 500 corporations, with at least four (4) warehouse and fulfillment center locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Framingham, Massachusetts, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

12. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

13. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Framingham, Massachusetts, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

14. Defendants continue to employ non-exempt or hourly paid employees in California.

15. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,

Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about federal and California labor and wage law, employment and personnel practices, and about the requirements of federal and California law.

16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members were not paid for all hours worked because all hours worked were not recorded, and other times they were not paid for all hours that were recorded and/or worked. As a result, Plaintiff and class members have not been properly compensated for all hours that were recorded and/or worked.

17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to meal periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to rest periods in accordance with the California Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period and that Plaintiff and class members were not authorized and permitted to take compliant rest periods or provided with payment of one (1) additional hour of pay at their regular rates of pay when they were not authorized and permitted to take a compliant rest period.

19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation. In violation of the Fair Labor Standards Act and California Labor Code, Plaintiff and class members were not paid all overtime wages owed.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive at least minimum wages for

compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock. Furthermore, not all recorded work hours have been paid because of Defendants' improper compensation policies, procedures, and/or practices. Plaintiff's and class members' work has not been properly recorded, accounted for, and/or paid, and therefore, Plaintiff and class members have not been properly compensated for all hours that have been recorded and/or worked. In violation of the Fair Labor Standards Act and California Labor Code, Plaintiff and class members were not paid at least minimum wages for work done off-the-clock.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, Plaintiff and class members were not provided complete and accurate wage statements.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the California Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of all wages earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages due, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and class members did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within permissible time periods.

25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive all reporting time pay when Plaintiff and class members were required to report to work but were put to work for less than half of

their usual or scheduled shift. In violation of the California Labor Code and applicable IWC Wage Order, Plaintiff and class members were not paid all reporting time pay.

26. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members, upon hire, with a written description of each quota to which they were subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that may result from failure to meet the quota; that Plaintiff and class members could not be required to meet a quota that prevented compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws; and to provide Plaintiff and class members with a written description of each quota they are subject to upon request and their personal work speed data, but failed to do so.

27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive full reimbursement for all business-related expenses and costs they incurred during the course and scope of their employment and that they did not receive full reimbursement of applicable business-related expenses and costs incurred.

28. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that Defendants had a duty to provide Plaintiff and class members with written notice of the material terms of their employment with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

29. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, that Defendants knew or should have known that they had a duty to provide Plaintiff and class members with safety devices and safeguards to protect their life, health, and safety in the workplace, but failed to do so.

30. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and class members for all hours worked, and that Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and class

members that they were properly denied wages, all in order to increase Defendants' profits.

PAGA REPRESENTATIVE ALLEGATIONS

31. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

32. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as "any person who was employed by the alleged violator and personally suffered each of the violations alleged."

33. Plaintiff and other current and former employees of Defendants are "aggrieved employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current or former employees and each of the alleged violations were committed against them.

34. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(a) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The LWDA shall notify the employer and the aggrieved employee or representative by certified mail that it does not intend to investigate the alleged violation ("LWDA Notice") within sixty (60) calendar days of the postmark date of the aggrieved employee's notice. Upon receipt of the LWDA Notice, or if no LWDA Notice is provided within sixty-five (65) calendar days of the

postmark date of the aggrieved employee's notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

35. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees, through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision other than those listed in Section 2699.5 after the following requirements have been met:

(a) The aggrieved employee or representative shall give written notice by online filing with the LWDA and by certified mail to the employer of the specific provisions of the California Labor Code alleged to have been violated (other than those listed in Section 2699.5), including the facts and theories to support the alleged violation.

(b) An aggrieved employee's notice filed with the LWDA pursuant to 2699.3(c) and any employer response to that notice shall be accompanied by a filing fee of seventy-five dollars ($75).

(c) The employer may cure the alleged violation within thirty-three (33) calendar days of the postmark date of the notice sent by the aggrieved employee or representative. The employer shall give written notice within that period of time by certified mail to the aggrieved employee or representative and by online filing with the LWDA if the alleged violation is cured, including a description of actions taken, and no civil action pursuant to Section 2699 may commence. If the alleged violation is not cured within the 33-day period, the aggrieved employee may commence a civil action pursuant to Section 2699.

36. On August 5, 2024, Plaintiff provided written notice by online filing to the LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars ($75). The LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-1043758-24. On

August 6, 2024; August 12, 2024; and July 23, 2026, Plaintiff filed amended written notices by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, supplementing and/or clarifying the facts and theories to support the alleged violations set forth in his original LWDA notice, in accordance with California Labor Code section 2699.3. True and correct copies of Plaintiff's written notices to the LWDA and Defendants are attached hereto as "Exhibit 1."

37. As of the filing date of this amended complaint, over 65 days have passed since Plaintiff sent the notices described above to the LWDA, and the LWDA has not responded that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

38. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403.

39. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

40. Defendants, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees' rights by violating various sections of the California Labor Code as set forth above.

41. As set forth below, Defendants have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

42. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private

attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403.

COLLECTIVE AND CLASS ACTION ALLEGATIONS

43. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

44. Plaintiff brings the Third Cause of Action under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"), as a nationwide "opt-in" collective action pursuant to 29 U.S.C. § 216(b), on behalf of:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California at any time within three (3) years prior to the filing of this complaint until the date of trial ("Collective Action Class").

45. All other claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

46. Plaintiff's proposed class consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California, at any time from October 4, 2022, until the date of trial ("Class").

47. Plaintiff's proposed subclass consists of and is defined as follows:

> All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

48. Members of the Collective Action Class, Class, and Subclass are referred to herein as "class members."

49. Plaintiff reserves the right to redefine the Collective Action Class, Class, and Subclass, and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

50. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

(a) Whether Defendants failed to provide Plaintiff and class members with meal periods;

(b) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;

(c) Whether Defendants required Plaintiff, Collective Action class members, and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff, Collective Action class members, and class members;

(d) Whether Defendants failed to pay Plaintiff, Collective Action class members, and class members at least minimum wages for all hours worked;

(e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);

(f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);

(g) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members upon their discharge;

(h) Whether Defendants failed timely to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiff and class members during their employment;

(i) Whether Defendants required Plaintiff and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day's work, without properly compensating them as required by California Code of Regulations, Title 8, section 11070(5);

(j) Whether Defendants required warehouse employees to meet excessive and

unlawful quotas, failed to provide Plaintiff and class members upon hire with a written description of each quota to which they were subject, and/or failed to provide Plaintiff and class members with a written description of each quota they are subject to upon request and their work speed data, in violation of California Labor Code section 2100 *et seq.*;

(k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

(l) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;

(m) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;

(n) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq*.; and

(o) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of federal and California law.

51. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

(a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the

interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

(e) Public Policy Considerations: Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period Violations

(Against all Defendants)

52. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

53. At all relevant times herein set forth, California Labor Code section 512(a) provides that

an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.4th 1004, 1041-1042 (2012).

54. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

55. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

56. During the relevant period, Defendants had, and continue to have, a company-wide policy and/or practice of strictly staffing their locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. On information and belief, Defendants' uniform practice of labor budgeting and understaffing their facilities while assigning heavy workloads, including pressuring employees to meet productivity expectations, resulting in a failure to provide Plaintiff and class members with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, Defendants' management implemented specific productivity goals, such as picking 120 items per hour, and Plaintiff and class members were reprimanded in writing if they did not meet them. This practice, coupled with a company-wide policy and/or practice of failing to schedule meal periods, further caused Plaintiff and class members to not be relieved of their duties for meal periods. Thus, Plaintiff and class members sometimes had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

57. Additionally, Defendants had, and continue to have, a policy and/or practice of requiring that Plaintiff and class members carry company-issued radios and respond to calls at all times. As a result, Defendants' management sometimes contacted Plaintiff and class members on the radios during unpaid meal periods to discuss work-related issues. Defendants knew or should have known that Plaintiff and class members were performing work during their meal periods in order to meet Defendants' expectations.

58. Plaintiff and class members have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Defendants' management, either in-person or over the radio, would regularly interrupt Plaintiff's meal periods and ask that he return to work. As a further example, approximately twice per week, Plaintiff took his meal periods late, after having worked in excess of five (5) hours into his shift. Furthermore, Defendants have used time other than hours actually worked and/or actually recorded to determine meal period eligibility. Specifically, Defendants have failed to base employees' "hours worked" on the actual start and end times of their workdays—despite Plaintiff and class members being under Defendants' control, being suffered or permitted to work, and/or actively engaged in work duties from the moment they clock in until they clock out. Defendants have modified Plaintiff's and class members' time records to start paying employees later than when they actually clock in and to stop paying them prior to the time when they actually clock out. Plaintiff and class members were under Defendants' compensable control, were suffered or permitted to work, and/or were performing work duties, at a minimum, after clocking-in and before clocking-out. Defendants' improper determination of when work periods begin or end in turn has caused employees' work periods to inaccurately be deemed ineligible for meal periods or for meal periods to be provided late.

59. Under California law, an employee must receive timely meal periods on eligible shifts, and Defendants' failure to count hours worked by not using the actual start of compensable work time has forced Plaintiff and class members to work additional compensable time before a meal period can begin. Similarly, Defendants' failure to count hours worked by not using the actual end of compensable work time has forced Plaintiff and class members to improperly forgo meal periods when they would otherwise be eligible for meal periods. As a result, Plaintiff and class members have been forced to take

untimely meal periods, taking first meal periods later than the fifth hour (and/or second meal periods later than the tenth hour of work), or forgo meal periods altogether. By failing to count the actual start and end times at which Plaintiff and class members performed work—and instead shaving off compensable time—Defendants, on a companywide basis, have systematically and incorrectly reduced the length of employees' actual work periods. Plaintiff and class members who should have been eligible for first or second meal periods based on their actual hours worked have been inaccurately deemed ineligible. On information and belief, Defendants have attempted to justify the time shaving by referring to it as a so-called "grace period." However, because Defendants have not informed Plaintiff and class members of the terms or mechanics of the purported "grace period" and have not instructed them to refrain from working during these periods, Plaintiff and class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties without being properly and lawfully provided meal periods in qualifying shifts. Consequently, Defendants' time shaving, on a class-wide basis, has resulted in employees not being provided compliant meal periods.

60. Moreover, Defendants did not provide Plaintiff and class members with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Plaintiff and class members did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

61. Moreover, Defendants had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. Defendants took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, Defendants' "Meal Period Waiver Agreement" form requires employees to provide advance written notice should they wish to revoke the waiver. Defendants' presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advance written notice, discouraged and impeded Plaintiff and class members from taking all meal periods to

which they were entitled.

62. Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal.4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants required Plaintiff and class members to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because Defendants' obligation to provide Plaintiff and class members with meal periods did not arise until Defendants had employed them for a full five (5) hours.

63. At all times herein mentioned, Defendants knew or should have known that, as a result of these policies, Plaintiff and class members were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. Defendants further knew or should have known that Defendants did not pay Plaintiff and class members meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

64. Moreover, Defendants engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff and class members compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

65. Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each

work day that the meal period was not provided.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations

(Against all Defendants)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

67. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

68. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

69. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

70. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide practices, including labor budgeting, understaffing, and assigning heavy workloads, including implementing productivity

expectations, prevented Plaintiff and class members from being relieved of all duty to take rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and class members not being authorized and permitted to take rest periods.

71. Furthermore, upon information and belief, during the relevant time period, Defendants maintained and implemented a company-wide on-premises rest period policy, which mandated that Plaintiff and/or class members remain on the work premises during their rest periods. Because Plaintiff and/or class members were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or class members during rest periods.

72. As a result of Defendants' practices and policies, Plaintiff and class members worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Plaintiff had to forgo his rest periods approximately three times per week or sometimes had his rest periods interrupted due to the heavy workload, productivity expectations, and lack of coverage. Additionally, Defendants' unlawful time-shaving has also deprived Plaintiff and class members of lawful rest periods. Defendants have used time other than hours actually worked and/or actually recorded to determine rest period eligibility. Defendants have changed, altered, or otherwise modified Plaintiff's and class members' time records to start paying Plaintiff and class members later than when they actually clock-in and to stop paying them prior to the time when they actually clock-out. By determining that Plaintiff's and class members' hours worked start later than when they actually clock in and end before they have actually clocked out for the workday, Defendants have incorrectly and unlawfully reduced the length of Plaintiff's and class members' workdays. As a result, when Plaintiff and class members have reached or surpassed the threshold for receiving rest periods, Defendants have falsely deemed Plaintiff and class members ineligible to take rest periods. On information and belief, Defendants have attempted to justify their time shaving by referring to it as a so-called "grace period." However, because Defendants have not informed Plaintiff and class members of the terms or mechanics of the purported "grace period" and have not instructed them to refrain from working during these periods, Plaintiff and

class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties without being properly and lawfully provided rest periods in qualifying shifts. Consequently, Defendants unlawfully and incorrectly have shortened compensable workdays through time shaving—even though Plaintiff and class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties during time that Defendants deem non-compensable. Because Defendants have reduced work period lengths through time shaving, employees are deprived of the required number of hours that would trigger rest periods under the law; thus, Defendants have failed to provide rest periods and have caused Plaintiff and class members to miss rest periods.

73. Defendants have also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. Accordingly, Defendants failed to authorize and permit all compliant rest periods and failed to pay the full rest period premiums due.

74. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

THIRD CAUSE OF ACTION

Violation of Fair Labor Standards Act – 29 U.S.C. §§ 201, *et seq.*

(On Behalf of Plaintiff and Collective Action Class Members Against all Defendants)

75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each allegation set forth above.

76. Defendants are employers engaged in interstate commerce and/or the production of goods for commerce, within the meaning of the FLSA.

77. Defendants employed and/or continue to employ Plaintiff and Collective Action class members within the meaning of the FLSA.

78. Plaintiff has expressly consented in writing to be a party to this action, pursuant to 29

U.S.C. § 216(b).

79. Pursuant to the FLSA, Defendants were required to compensate Plaintiff and Collective Action class members an amount at least equal to the applicable minimum wage for all hours worked, and for overtime at a rate of one and one-half times the regular rate of pay for work performed in excess of 40 hours in a workweek. 29 U.S.C. §§ 206(a), 207(a).

80. During the relevant time period, Plaintiff and Collective Action class members worked in excess of 40 hours in a workweek.

81. As alleged in greater detail below, Defendants required Plaintiff and Collective Action class members to regularly work off-the-clock before and after scheduled shifts and during unpaid meal periods. As a result, Defendants failed to pay Plaintiff and Collective Action class members minimum wages for all hours worked and failed to pay overtime compensation for all hours worked in excess of 40 hours in a workweek.

82. First, during the relevant time period, Defendants had a company-wide policy and/or practice of failing to compensate Plaintiff and Collective Action class members for their time spent waiting in line to clock in on a timekeeping machine before their scheduled shifts because Defendants failed to track this time they remained under the control of Defendants. Additionally, Defendants have, on a companywide basis, engaged in wage theft and unlawful time-shaving at the beginning of work periods and the end of work periods. Defendants have used time other than hours actually worked and/or actually recorded to determine compensable time. Defendants have changed, altered, or otherwise modified Plaintiff's and Collective Action class members' time records to start paying Plaintiff and Collective Action class members later than when they actually clock-in and to stop paying them prior to the time when they actually clock-out. Rather than accurately counting the actual hours worked, including start times or end times, Defendants have uniformly and unlawfully determined that Plaintiff's and Collective Action class members' work periods starting from the actual clock-ins or ending at the actual clock-outs are not compensable. Despite being under Defendants' control, being suffered or permitted to work, and/or actively engaged in work duties during these work periods, Plaintiff and Collective Action class members have been deprived of compensation at the minimum wage rate of pay. On information and belief, Defendants have attempted to justify this as a so-called "grace period."

However, because Defendants have not informed Plaintiff and Collective Action class members of the terms or mechanics of the purported "grace period" and have not instructed them to refrain from working during these periods, Plaintiff and Collective Action class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties.

83. Second, as set forth above, Defendants' company-wide policy and/or practice of understaffing their locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads (including productivity expectations and quotas), has resulted in a lack of meal period coverage and prevented Plaintiff and Collective Action class members from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, as also stated, Defendants had a practice of failing to schedule meal periods, which further caused Plaintiff and Collective Action class members to not be relieved of their duties for compliant meal periods. Consequently, Plaintiff and Collective Action class members were frequently required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid. Moreover, as stated, Defendants had, and continue to have, a company-wide policy and/or practice of requiring that Plaintiff and Collective Action class members respond to requests on company-issued radios, including during meal periods. As a result, Defendants' management contacted Plaintiff and Collective Action class members on the radios during meal periods to discuss work-related matters, time for which they were not paid.

84. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and Collective Action class members were performing their assigned duties off-the-clock outside of their shifts and during their meal periods, and were suffered or permitted to perform work for which they were not paid. Defendants did not pay minimum wages for off-the-clock hours that Plaintiff and Collective Action class members worked through; and because Plaintiff and Collective Action class members worked forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and Collective Action class members were not paid minimum wages and/or overtime wages for all of the hours they actually worked.

85. The FLSA also imposes a record-keeping requirement on employers, including the obligation to keep accurate records of all hours worked by employees. Defendants have knowingly and

willfully failed and continue to willfully fail to record, report, and/or preserve accurate records of all hours worked by Plaintiff and Collective Action class members. By failing to record, report, and/or preserve records of all hours worked by Plaintiff and Collective Action class members, Defendants have violated, and continue to violate, the FLSA, 29 U.S.C. §§ 201, *et seq.*

86. Based on the foregoing and allegations herein, Defendants have violated 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 206(a), 207(a) and 215(a).

87. Defendants' conduct, as alleged herein, constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. § 255(a).

88. Plaintiff, on behalf of himself and Collective Action class members, seeks to recover their respective unpaid wages, overtime compensation, liquidated damages, interest, attorneys' fees and costs pursuant to 29 U.S.C. § 216(b), and any other relief the Court deems just and proper.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

90. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

91. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

92. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of

eight (8) hours in a day or more than forty (40) hours in a workweek.

93. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

94. California Labor Code section 510 codifies the right to overtime compensation at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work.

95. During the relevant time period, Defendants willfully failed to pay all overtime wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class members were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were not recorded, and other times because they were simply not paid for all hours that were recorded and/or worked. As a result, the hours Plaintiff and class members worked were not properly recorded and/or paid, and therefore, Plaintiff and class members have not been properly compensated for all hours that were recorded and/or worked.

96. First, during the relevant time period, Defendants failed to provide Plaintiff and class members with a sufficient number of timekeeping machines to clock in for their shifts, thus forcing Plaintiff and class members to wait in line off-the-clock and under Defendants' control, time for which they were not paid. For example, approximately twice per month, Plaintiff and class members would arrive early in order to clock in for the start of their shifts, and were required to spend time waiting in a line to clock in, time for which they were not paid. Additionally, Defendants have, on a company-wide basis, engaged in wage theft and unlawful time shaving at the beginning of work periods and the end of work periods. Defendants have used time other than hours actually worked and/or actually recorded to determine compensable time. Defendants have changed, altered, or otherwise modified Plaintiff's and

class members' time records to start paying Plaintiff and class members later than when they actually clock-in and to stop paying them prior to the time when they actually clock-out. Rather than accurately counting the actual hours worked, including start times or end times, Defendants have uniformly and unlawfully determined that Plaintiff's and class members' work periods starting from the actual clock-ins or ending at the actual clock-outs are not compensable. Despite being under Defendants' control, being suffered or permitted to work, and/or actively engaged in work duties during these work periods, Plaintiff and class members have been deprived of compensation. Defendants' time shaving has not only deprived employees of wages for all hours worked but also has resulted in an incorrect calculation and payment of overtime. On information and belief, Defendants have attempted to justify this as a so-called "grace period." However, because Defendants have not informed Plaintiff and class members of the terms or mechanics of the purported "grace period" and have not instructed them to refrain from working during these periods, Plaintiff and class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties. As a result, Plaintiff and class members were subject to Defendants' control before their work periods but were not compensated for this time and have worked shifts that have extended beyond eight hours in a day, forty hours in a week, or seven consecutive days during which any work that qualifies for overtime premium pay under California law have not been properly compensated.

97. Second, as set forth above, Defendants' company-wide policy and/or practice of understaffing their locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads (including productivity expectations and quotas), has resulted in a lack of meal period coverage and prevented Plaintiff and class members from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, as also stated, Defendants had a practice of failing to schedule meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. Consequently, Plaintiff and class members were frequently required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

98. Moreover, as stated, Defendants had, and continue to have, a company-wide policy and/or practice of requiring that Plaintiff and class members respond to requests on company-issued

radios, including during meal periods. As a result, Defendants' management contacted Plaintiff and class members on the radios during meal periods to discuss work-related matters, time for which they were not paid.

99. Defendants knew or should have known that as a result of these company-wide practices and/or policies, Plaintiff and class members were performing their assigned duties off-the-clock outside of their shifts and during meal periods, and were under employer control and/or suffered or permitted to perform work for which they were not paid. Because Plaintiff and class members sometimes worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours they actually worked.

100. Defendants' failure to pay Plaintiff and class members the balance of overtime compensation as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class members are therefore entitled to recover from Defendants their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid Minimum Wages

(Against all Defendants)

101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

102. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(H) (defining "Hours Worked").

103. As set forth above, Defendants had a company-wide policy and/or practice of failing to

compensate Plaintiff and class members for their time spent waiting in line to clock in on a timekeeping machine before their scheduled shifts because Defendants failed to track this time they remained under the control of Defendants. Additionally, Defendants have, on a companywide basis, engaged in wage theft and unlawful time shaving at the beginning of work periods and the end of work periods. Defendants have used time other than hours actually worked and/or actually recorded to determine compensable time. Defendants have changed, altered, or otherwise modified Plaintiff's and class members' time records to start paying Plaintiff and class members later than when they actually clock-in and to stop paying them prior to the time when they actually clock-out. Rather than accurately counting the actual hours worked, including start times or end times, Defendants have uniformly and unlawfully determined that Plaintiff's and class members' work periods starting from the actual clock-ins or ending at the actual clock-outs are not compensable. Despite being under Defendants' control, being suffered or permitted to work, and/or actively engaged in work duties during these work periods, Plaintiff and class members have been deprived of compensation at the minimum wage rate of pay. On information and belief, Defendants have attempted to justify this as a so-called "grace period." However, because Defendants have not informed Plaintiff and class members of the terms or mechanics of the purported "grace period" and have not instructed them to refrain from working during these periods, Plaintiff and class members have remained under Defendants' control, been suffered or permitted to work, and/or actively engaged in work duties.

104. As also stated, due to Defendants' policies and/or practices of labor budgeting, resultant understaffing while assigning heavy workloads, including enforcing productivity expectations, and failing to schedule meal periods, Plaintiff and class members were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Thus, Defendants systematically failed to pay Plaintiff and class members for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

105. Defendants did not pay minimum wages for all hours worked by Plaintiff and class members. To the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants did not pay at least minimum wages for those hours worked off-the-clock in violation of

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

106. Defendants' failure to pay Plaintiff and class members minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to recover from Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

(Against all Defendants)

107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

108. At all relevant times herein set forth, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate and complete itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked, and all applicable rates of pay.

109. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For example, Defendants issued uniform wage statements to Plaintiff and Subclass members that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

110. Because Defendants did not record, account for, and/or count the time Plaintiff and Subclass members spent working off the clock, systematically and uniformly engaged in wage theft and

time shaving by not compensating employees for all recorded working time resulting in underreported and inaccurate timekeeping and pay, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

111. The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

112. California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." At all relevant times, and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass members showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and/or failing to accept recorded work as hours worked.

113. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees

for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, Defendants engaged in company-wide practices and/or policies of failing to record, account for, and/or accept actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Plaintiff and Subclass members, in violation of section 1198. Also, in light of Defendants' failure to provide Plaintiff and Subclass members with second 30-minute meal periods to which they were entitled, Defendants kept no records of meal start and end times for second meal periods.

114. Plaintiff and Subclass members are therefore entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

SEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon Termination

(Against all Defendants)

115. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

116. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and those class members no longer employed by Defendants upon their termination.

117. At all times relevant herein set forth, Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

118. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to,

overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

119. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

EIGHTH CAUSE OF ACTION

Violation of California Labor Code § 204—Failure to Timely Pay Wages During Employment

(Against all Defendants)

120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

121. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were not timely paid to Plaintiff and class members during their employment.

122. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed. Labor Code section 204 further provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

123. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or

semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

124. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

125. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

NINTH CAUSE OF ACTION

Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 5(A)—Failure to Provide Reporting Time Pay

(Against all Defendants)

126. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

127. California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

128. The applicable IWC Wage Order, California Code of Regulations, Title 8, section 11070(5)(A), provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the

employer." *Aleman v. AirTouch Cellular*, 209 Cal.App.4th 556 (2012).

129. During the relevant time period, Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(5)(A), because Defendants failed to pay Plaintiff and class members reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

130. Defendants had a company-wide practice of sending Plaintiff and class members home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Plaintiff and class members for half of their scheduled shift. For example, Defendants' managers sent Plaintiff home before half of his scheduled shift was over, but on information and belief, Plaintiff was only paid for the time he had worked. Although Plaintiff and class members reported to work based on the schedule that was provided to them, Defendants would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, Defendants did not pay Plaintiff and class members for at least half of their scheduled day's work or the minimum reporting time pay.

131. Accordingly, Plaintiff and class members were not properly compensated with reporting time pay in violation of California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(5)(A). Plaintiff and class members are therefore entitled to recover from Defendants unpaid wages and interest.

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TENTH CAUSE OF ACTION

Violation of California Labor Code § 2802—Unpaid Business-Related Expenses

(Against all Defendants)

132. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

133. At all times herein set forth, California Labor Code section 2802 provides that an employer must reimburse employees for all necessary expenditures and losses incurred by the employee

in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal.App.4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or they are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage may provide and maintain hand tools and equipment customarily required by the particular trade or craft."

134. During the relevant time period, Defendants had a company-wide policy of requiring Plaintiff and class members to utilize their own personal mobile devices, including cellular phones, to carry out their job duties, but Defendants failed to reimburse them for the costs of their work-related mobile device expenses. For example, Plaintiff and class members were required to use their personal mobile devices to take photos of warehouse items that were misplaced or damaged and send them to Defendants' management. Although Defendants required Plaintiff and class members to utilize their personal mobile devices to carry out their work-related responsibilities, Defendants failed to reimburse them for these costs.

135. Defendants could have provided Plaintiff and class members with the actual equipment for use on the job, such as company mobile devices, or Defendants could have reimbursed employees for the costs of their mobile device usage. Instead, Defendants passed these operating costs onto Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

136. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

137. Plaintiff and class members are therefore entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest.

ELEVENTH CAUSE OF ACTION

Violation of California Labor Code §§ 2100, *et seq.*—Unlawful Warehouse Quotas

(Against all Defendants)

138. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

139. California Labor Code sections 2100–2112 establish comprehensive requirements governing the use of production quotas for warehouse workers. Employers with 100 or more employees at a single warehouse distribution center, or 1,000 or more employees at one (1) or more warehouse distribution centers in California are required to provide nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota.

140. Labor Code section 2101 provides: Each employer shall provide to each employee, upon hire, or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.

141. Labor Code section 2102 provides: An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

142. Labor Code section 2104 provides, in relevant part:

> If a current or former employee believes that meeting a quota caused a violation of their right to a meal or rest period or required them to violate any occupational health and safety laws in the Labor Code or division standards, they have the right to request, and the employer shall provide, a written description of each quota to which the employee is subject and a copy of the most recent 90 days of the employee's own personal work speed data. If a former employee requests a written description of the quotas to which they were subject and a copy of their own personal work speed data . . . the employer shall provide 90 days of the former employee's quotas and personal work speed data for the 90 days prior to the date of the employee's separation from the

> employer . . . . An employer that receives a written or oral request for information shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

143. On information and belief, during the relevant period, Defendants employed 100 or more employees at a single warehouse distribution center and/or employed 1,000 or more employees at one or more distribution centers in California, including their facility in Stockton, California, rendering Defendants subject to the provisions of Labor Code sections 2100, *et seq.*

144. During the relevant time period, upon information and belief, Defendants had, and continue to have, a company-wide policy and/or practice of failing to provide Plaintiff and class members, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota. Further, during the relevant time period, Defendants continued to change and adjust their quotas on a regular basis without providing updated written disclosures to Plaintiff and class members.

145. Defendants also had, and continue to have, a company-wide policy and/or practice of subjecting Plaintiff and class members to quotas that prevented Plaintiff and class members from taking their meal and rest periods, prevented them from using bathroom facilities, and/or interfered with compliance of California's occupational health and safety laws. Furthermore, upon information and belief, Defendants have subjected Plaintiff and class members to adverse employment actions for failure to meet a quota that was not disclosed pursuant to Labor Code section 2101 and/or failure to meet a quota that did not allow them to comply with meal and rest period laws and/or occupational health and safety laws, in violation of Labor Code section 2102. For example, but without limitation, on information and belief, Defendants counted time spent traveling to and from bathroom facilities as non-productive time, negatively impacting employees' quota metrics, which led to reprimands or other adverse employment actions.

146. Moreover, Defendants have failed, and continue to fail, to timely produce, upon written and/or oral request by Plaintiff and/or class members, a written description of each quota to which the employee is subject and/or a copy of the most recent 90 days of the Plaintiff's and/or class members' own personal work speed data. Defendants were required to provide this written description and

personal work speed data if Plaintiff and/or class members made a request based on the belief that meeting a quota caused a violation of their right to compliant meal and rest periods and/or required them to violate any occupational health and safety laws.

147. Defendants' failure to disclose quotas and any potential adverse employment action that may result from failure to meet the quota; enforcement of quotas that prevent employees from taking compliant meal and rest periods, prevented them from using bathroom facilities, and/or complying with occupational health and safety laws; and failure to provide employees with their work speed data upon request, violates the provisions of California Labor Code sections 2100, *et seq*. Plaintiff and class members are therefore entitled to recover attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring Defendants into compliance with Labor Code sections 2100, *et seq*., pursuant to Labor Code section 2108.

TWELFTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

148. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

149. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403.

150. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other aggrieved employees with meal periods, as alleged herein;

(b) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC

Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;

(c) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;

(d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

(e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;

(f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

(i) Violation of Labor Code sections 1198 and the applicable IWC Wage Order for failure to pay when Plaintiff and other aggrieved employees were put to work for less than half of their usual or scheduled shifts, as alleged herein;

(j) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other aggrieved employees for all business expenses necessarily incurred, as alleged herein;

(k) Violation of Labor Code sections 2100, *et seq.*, for failure to provide Plaintiff and other aggrieved employees with a written description of each quota to which they were subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period; subjecting

Plaintiff and other aggrieved employees to quotas that prevented compliance with meal and rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, and/or occupational health and safety laws; taking adverse employment action against Plaintiff and other aggrieved employees for failure to meet such quotas; and failure to provide Plaintiff and other aggrieved employees with a written description of their quotas and their personal work speed data upon request, as alleged herein;

(l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below; and

(m) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff and other aggrieved employees with safety devices and safeguards for the workplace, as set forth below.

151. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

152. During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and other aggrieved employees with the minimum and overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to Plaintiff is blank where the aforementioned

wage information should be filled in. Defendants' failure to provide

153. Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

154. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of their employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

155. During the relevant time period, Defendants failed to provide Plaintiff and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that Defendant required Plaintiff and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff and other aggrieved employees to keep them safe.

156. Defendants' failure to provide Plaintiff and other aggrieved employees with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

THIRTEENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

157. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

158. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

159. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

160. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, *et seq*.

161. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on the violation of any state or federal law. In the instant case, Defendants' policies and practices have violated state law in at least the following respects:

(a) Failing to provide uninterrupted meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(b) Failing to authorize and permit Plaintiff and class members to take uninterrupted rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;

(c) Requiring non-exempt, hourly paid employees, including Plaintiff and class members, to work overtime without paying them proper compensation in violation of California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, as alleged herein;

(d) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;

(e) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor

Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;

(f) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code section 204, as alleged herein;

(g) Failing to pay reporting time pay in violation of California Labor Code section 1198 and the applicable IWC Wage Order, as alleged herein;

(h) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein;

(i) Failing to provide Plaintiff and class members with a written description of each quota to which they were subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period; subjecting Plaintiff and class members to quotas that prevented compliance with meal and rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, and/or occupational health and safety laws; taking adverse employment action against Plaintiff and class members for failure to meet such quotas; and failing to provide Plaintiff and class members with a written description of their quotas and their personal work speed data upon request in violation of California Labor Code sections 2100, *et seq.*, as alleged herein;

(j) Failing to provide written notice of information material to Plaintiff's and class members' employment with Defendants in violation of California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below; and

(k) Failing to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment, in violation of California Labor Code sections 6401 and 6403 as set forth below.

162. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment

relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

163. During the relevant time period, Defendants failed to provide Plaintiff and class members with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, Defendants failed to provide Plaintiff and class members with the minimum and overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that Defendants provided to Plaintiff is blank where the aforementioned wage information should be filled in.

164. Defendants' failure to provide Plaintiff and class members with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5.

165. At all relevant times herein, California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of their employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

166. During the relevant time period, Defendants failed to provide Plaintiff and class members with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that Defendants required Plaintiff and class members to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff and class members to

keep them safe. Thus, Defendants' failure to provide Plaintiff and class members with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403.

167. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

168. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

FOURTEENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

169. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

170. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

171. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

172. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer

conduct." *Safeway, Inc. v. Superior Court*, 238 Cal.App.4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

173. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

174. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

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PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of thirty-five thousand dollars ($35,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a collective and class action;

3. That Plaintiff be appointed as the representative of the Collective Action Class, Class,

and Subclass;

4. That counsel for Plaintiff be appointed as class counsel.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and class members;

6. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

7. For all actual, consequential, and incidental losses and damages, according to proof;

8. For premiums pursuant to California Labor Code section 226.7(c);

9. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

10. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

11. For such other and further relief as the Court may deem equitable and appropriate.

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As to the Second Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

13. That the Court make an award to the Plaintiff and class members of one (l) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code section 226.7(c);

16. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

17. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as

otherwise provided by law; and

18. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

19. That the Court declare, adjudge and decree that Defendants willfully violated the FLSA by failing to pay all wages due to Plaintiff and Collective Action class members;

20. An order that notice be sent to all Collective Action class members employed by Defendants within three (3) years of the filing of the initial complaint giving them notice of the opportunity to join this case pursuant to 29 U.S.C. § 216(b);

21. Certification of the Collective Action Class as a collective action;

22. For an award of unpaid wages, including overtime, liquidated damages, and interest due under the FLSA to Plaintiff and Collective Action class members;

23. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to 29 U.S.C. § 216(b); and

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and class members;

26. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;

27. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

28. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a); and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully

failing to pay minimum wages to Plaintiff and class members;

31. For general unpaid wages and such general and special damages as may be appropriate;

32. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

33. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

34. For liquidated damages pursuant to California Labor Code section 1194.2; and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

37. For all actual, consequential, and incidental losses and damages, according to proof;

38. For injunctive relief pursuant to California Labor Code section 226(h);

39. For statutory penalties pursuant to California Labor Code section 226(e);

40. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as

otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay during their employment;

49. For all actual, consequential and incidental losses and damages, according to proof;

50. For statutory penalties according to proof pursuant to California Labor Code section 210;

51. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

52. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

53. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(5)(A) by failing to provide Plaintiff and class members with reporting time pay;

55. For all actual, consequential and incidental losses and damages, according to proof;

56. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law; and

57. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members;

59. For unpaid business-related expenses and such general and special damages as may be appropriate;

60. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

61. For all actual, consequential, and incidental losses and damages, according to proof;

62. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

63. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eleventh Cause of Action

64. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2100, *et seq.* by willfully failing to provide Plaintiff and class members written descriptions of quotas, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period; subjecting Plaintiff and class members to quotas that prevented compliance with meal and rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, and occupational health and safety laws; taking adverse employment action against Plaintiff and class members for failure to meet such quotas; and failing to provide Plaintiff and class members quota descriptions and personal work speed data upon request;

65. For injunctive relief, reasonable attorneys' fees, and costs pursuant to California Labor Code section 2108; and

66. For such other and further relief as the Court may deem equitable and appropriate.

As to the Twelfth Cause of Action

67. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 2100, *et seq.* (by requiring warehouse employees to meet excessive and unlawful quotas, failing to

provide written descriptions of quotas at hire, and failing to provide written descriptions of quotas and personal work speed data upon request); 2802 (by failing to reimburse business expenses); 2810.5 (by failing to provide notice of material terms of employment); and 6401 and 6403 (by failing to provide safety devices and safeguards);

68. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, and 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403;

69. For injunctive relief pursuant to California Labor Code sections 1194.5, 2108, and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403;

70. For attorneys' fees and costs pursuant to California Labor Code sections 2108, 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2100, *et seq.*, 2802, 2810.5, 6401, and 6403;

71. For pre-judgment and post-judgment interest as provided by law; and

72. For such other and further relief as the Court may deem equitable and appropriate.

As to the Thirteenth Cause of Action

73. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, failing to pay Plaintiff and class members reporting time pay, requiring warehouse employees to meet excessive and unlawful quotas, failing to provide written descriptions of quotas at hire, failing to provide written descriptions of quotas and personal work speed data upon

request, failing to reimburse Plaintiff and class members for business-related expenses, failing to provide written notice of material terms of employment, and failing to provide safety devices and safeguards, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

74. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

75. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

76. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

77. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourteenth Cause of Action

78. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, et seq.;

79. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

80. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, et seq.;

81. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

82. For pre-judgment and post-judgment interest as provided by law; and

83. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 26, 2026

Respectfully submitted,

Capstone Law APC

By: _____

Melissa Grant
Orlando Villalba
Jeff Jimenez

Attorneys for Plaintiff Javier Felix

Dated: October 26, 2026

Respectfully submitted,

Law Offices of Mark Yablonovich

By: _____

Mark Yablonovich
Monica Balderrama

Attorneys for Plaintiff Javier Felix

EXHIBIT “1”

Capstone LAW APC

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August 5, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/308)

Subject: *Javier Felix v. Staples Contract & Commercial LLC*

Dear PAGA Administrator:

This office represents Javier Felix in connection with his claims under the California Labor Code. Mr. Felix was an employee of STAPLES CONTRACT & COMMERCIAL LLC ("STAPLES").

The employer may be contacted directly at the address below:

STAPLES CONTRACT & COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Mr. Felix intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Felix seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STAPLES as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STAPLES employed Mr. Felix as an hourly paid, non-exempt Warehouse Lean Replenishment employee from approximately October 2022 to August 2023. During his employment, Mr. Felix typically worked eight (8) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Felix was compensated approximately $20.75 per hour. His primary job duties included, without limitation, cleaning and sanitizing the forklifts, preparing scanners, receiving order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

STAPLES has committed each of the following Labor Code violations against Mr. Felix, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

STAPLES's Company-Wide and Uniform Payroll and HR Practices

STAPLES CONTRACT & COMMERCIAL LLC is a Delaware limited liability company and is the business-to-business contract arm of office supply retailer Staples; it sells and delivers products and services directly to customers, ranging from small businesses and up to Fortune 500 corporations, with at least four (4) warehouse and fulfillment center locations in California. Upon information and belief, STAPLES maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Framingham, Massachusetts, for all non-exempt, hourly paid employees working for STAPLES in California, including Mr. Felix and other aggrieved employees. At all relevant times, STAPLES issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Felix and other aggrieved employees, regardless of their location or position.

Upon information and belief, STAPLES maintains a centralized Payroll department at its corporate headquarters in Framingham, Massachusetts, which processes payroll for all non-exempt, hourly paid employees working for STAPLES in California, including Mr. Felix and other aggrieved employees. Further, STAPLES issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Felix and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, STAPLES utilized the same methods and formulas when calculating wages due to Mr. Felix and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or

[1] These facts, theories, and claims are based on Mr. Felix's experience and counsel's review of those records currently available relating to Mr. Felix's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Felix reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant period, STAPLES had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. On information and belief, STAPLES's uniform practice of labor budgeting and understaffing its facilities while assigning heavy workloads, including pressuring employees to meet productivity expectations, resulting in a failure to provide Mr. Felix and other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload. For example, STAPLES's management implemented specific productivity goals, such as picking 120 items per hour, and Mr. Felix and other aggrieved employees were reprimanded in writing if they did not meet them. This practice, coupled with a company-wide policy and/or practice of failing to schedule meal periods, further caused Mr. Felix and other aggrieved employees to not be relieved of their duties for meal periods. Thus, Mr. Felix and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Additionally, STAPLES had, and continues to have, a policy and/or practice of requiring that Mr. Felix and other aggrieved employees carry company-issued radios and respond to calls at all times. As a result, STAPLES's management contacted Mr. Felix and other aggrieved employees on the radios during unpaid meal periods to discuss work-related issues. STAPLES knew or should have known that Mr. Felix and other aggrieved employees were performing work during their meal periods in order to meet STAPLES's expectations.

As a result, Mr. Felix and other aggrieved employees have had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, STAPLES's management, either in-person or over the radio, would interrupt Mr. Felix's meal periods and ask that he return to work. As a further example, Mr. Felix took his meal periods late, after having worked in excess of five (5) hours into his shift.

Moreover, STAPLES did not provide Mr. Felix and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Felix worked shifts in excess of ten (10) or more hours per day but was not provided a second 30-minute meal period. Mr. Felix and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties

Moreover, STAPLES had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. STAPLES took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, STAPLES's "Meal Period Waiver Agreement" form requires employees to provide advance written notice should they wish to revoke the waiver. STAPLES's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers signed at or near the time of hire, and imposition on employees to revoke waivers by providing advance written notice, discouraged and impeded Mr. Felix and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

> [A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That STAPLES required Mr. Felix and other aggrieved employees to sign meal period waivers simultaneously at or near their time of hire (as opposed to on a specific work day) renders them invalid and unenforceable, because STAPLES's obligation to provide Mr. Felix and other aggrieved employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times herein mentioned, STAPLES knew or should have known that, as a result of these policies, Mr. Felix and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. STAPLES further knew or should have known that STAPLES did not pay Mr. Felix and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, STAPLES engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Felix and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that STAPLES did pay Mr. Felix and/or other aggrieved employees for missed, late, and interrupted meal periods, STAPLES did so at the incorrect rates. In addition to an hourly wage, STAPLES paid Mr. Felix and/or other aggrieved employees shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, STAPLES failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when Mr. Felix and/or other aggrieved employees received meal period premiums and these other forms of pay, STAPLES failed to pay full meal period premiums by paying a lower rate than required.

Accordingly, STAPLES failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any

rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc*., 2 Cal. 5th 257, 273 (2016).

During the relevant time period, STAPLES regularly failed to authorize and permit Mr. Felix and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, STAPLES's company-wide practices, including labor budgeting, understaffing, and assigning heavy workloads, including implementing productivity expectations, prevented Mr. Felix and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, STAPLES failed to schedule rest periods, which, coupled with STAPLES's failure to provide adequate rest period coverage, further led to Mr. Felix and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, STAPLES maintained a company-wide on-premises rest period policy, which effectively required that Mr. Felix and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Felix and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, STAPLES effectively maintained control over Mr. Felix and other aggrieved employees during rest periods.

As a result of STAPLES's practices and policies, Mr. Felix and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Felix had to forgo his rest periods or had his rest periods interrupted due to the heavy workload, productivity expectations, and lack of coverage.

STAPLES has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Felix and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that STAPLES did pay Mr. Felix and/or other aggrieved employees one (1) additional hour of premium pay for missed rest periods, STAPLES did not pay Mr. Felix and other aggrieved employees at the correct rate of pay for premiums because STAPLES failed to include all forms of compensation, such as shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, STAPLES failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

STAPLES willfully failed to pay all overtime wages owed to Mr. Felix and other aggrieved employees. During the relevant time period, Mr. Felix and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, STAPLES failed to provide Mr. Felix and other aggrieved employees with a sufficient number of timekeeping machines to clock in for their shifts, thus forcing Mr. Felix and other aggrieved employees to wait in line off-the-clock and under STAPLES's control, time for which they were not paid. For example, Mr. Felix and other aggrieved employees would arrive early in order to clock in for the start of their shifts, and were required to spend time waiting in a line to clock in, time for which they were not paid. As a result, Mr. Felix and other aggrieved employees were subject to STAPLES's control before their shifts but were not compensated for this time.

Second, as set forth above, STAPLES's company-wide policy and/or practice of understaffing its locations due to labor budgeting and/or limited payroll allocation, which, combined with the assignment of heavy workloads (including productivity expectations and quotas), has resulted in a lack of meal period coverage and prevented Mr. Felix and other aggrieved employees from taking all uninterrupted 30-minute meal periods to which they were entitled. Moreover, as also stated, STAPLES had a practice of failing to schedule meal periods which further caused Mr. Felix and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Mr. Felix and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

Moreover, as stated, STAPLES had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Felix and other aggrieved employees respond to requests on company-issued radios, including during meal periods. As a result, STAPLES's management contacted Mr. Felix and other aggrieved employees on the radios during meal periods to discuss work-related matters, time for which they were not paid.

STAPLES knew or should have known that as a result of these company-wide practices and/or policies, Mr. Felix and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Felix and other aggrieved employees sometimes worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for

overtime premium pay. Therefore, Mr. Felix and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, STAPLES did not pay Mr. Felix and/or other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. STAPLES failed to incorporate all compensation, including shift differential pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Felix and/or other aggrieved employees worked overtime and received these other forms of pay, STAPLES failed to pay all overtime wages by paying a lower overtime rate than required.

STAPLES's failure to pay Mr. Felix and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(H) (defining "Hours Worked").

As set forth above, STAPLES had a company-wide policy and/or practice of failing to compensate Mr. Felix and other aggrieved employees for their time spent waiting in line to clock in on a timekeeping machine before their scheduled shifts because STAPLES failed to track this time they remained under the control of STAPLES. As also stated, due to STAPLES's policies and/or practices of labor budgeting, resultant understaffing while assigning heavy workloads, including enforcing productivity expectations, and failing to schedule meal periods, Mr. Felix and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Thus, STAPLES systematically failed to pay Mr. Felix and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, STAPLES did not pay minimum wages for all hours worked by Mr. Felix and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, STAPLES did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, STAPLES regularly failed to pay at least minimum wages to Mr. Felix and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. STAPLES has not provided Mr. Felix and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or $50 for the initial pay period in which a violation occurs and $100 per employee for each violation in a subsequent pay period, not to exceed $4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of $250 per employee per violation in an initial citation and $1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, STAPLES has knowingly and intentionally provided Mr. Felix and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, STAPLES issued uniform wage statements to Mr. Felix and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, STAPLES violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

First, because STAPLES did not record the time Mr. Felix and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), STAPLES did not list the correct amount of gross wages and net wages earned by Mr. Felix and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, STAPLES failed to accurately list the total number of hours worked by Mr. Felix and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because STAPLES did not calculate Mr. Felix's and/or other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, STAPLES did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, STAPLES failed to list the correct amount of net wages in violation of section 226(a)(5). STAPLES also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments . . . ." Labor Code section 1174.5 provides that employers are subject to a $500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), STAPLES willfully failed to maintain accurate payroll records for Mr. Felix and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, STAPLES engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Felix and other aggrieved employees, in violation of section 1198. Also, in light of STAPLES's failure to provide Mr. Felix and other aggrieved employees with second 30-minute meal periods to which they were entitled, STAPLES kept no records of meal start and end times for second meal periods.

Because STAPLES failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Felix and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Felix and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, STAPLES willfully failed to pay Mr. Felix and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within the time periods specified by California Labor Code section 204.

Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

STAPLES willfully failed to pay Mr. Felix and other aggrieved employees who are no longer employed by STAPLES the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their leaving STAPLES's employ.

Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11070 Subdivision 5(A) – Failure to Pay Reporting Time Pay

California Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC wage order. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

California Code of Regulations, Title 8, section 11070(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The "primary purpose of the reporting time regulation" is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

During the relevant time period, STAPLES violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11070(5)(A), because STAPLES failed to pay Mr. Felix and other aggrieved employees reporting time pay when they reported to work for their usual or scheduled shift but were put to work for less than half of their usual or scheduled day's work.

STAPLES had a company-wide practice of sending Mr. Felix and other aggrieved employees home early from their shifts, including before they had worked at least half of their usual or scheduled shift, but would not pay Mr. Felix and other aggrieved employees for half of their scheduled shift. For example, STAPLES's managers sent Mr. Felix home before half of his scheduled shift was over, but on information and belief, Mr. Felix was only paid for the time he had worked. Although Mr. Felix and other aggrieved employees reported to work based on the schedule that was provided to them, STAPLES would send them home before they worked at least half of their usual or scheduled shifts. When this occurred, STAPLES did not pay Mr. Felix and other aggrieved employees for at least half of their scheduled day's work or the minimum reporting time pay.

Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc*., 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 7-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft." IWC Wage Order No. 7-2001 further provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

First, during the relevant time period, STAPLES had a company-wide policy of requiring Mr. Felix and other aggrieved employees to utilize their own personal mobile devices, including cellular phones, and/or mobile data to carry out their job duties, but STAPLES failed to reimburse them for the costs of their work-related mobile device expenses. For example, Mr. Felix and other aggrieved employees were required to use their personal cellular phones to take photos of warehouse items that were misplaced or damaged and send them to STAPLES's management. Although STAPLES required Mr. Felix and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, STAPLES failed to reimburse them for these costs.

Second, during the relevant time period, STAPLES, on a company-wide basis, required Mr. Felix and other aggrieved employees to wear special safety shoes such as steel-toed boots, which they were required to wear while at work and were necessary for the completion of their work-related duties. However, STAPLES did not provide these safety shoes to employees. Instead, Mr. Felix and other aggrieved employees were required to purchase safety shoes such as steel-toed boots in order to perform their work duties, and were not reimbursed for this cost.

Third, during the relevant time period, STAPLES, on a company-wide basis, required that Mr. Felix and/or other aggrieved employees use their own personal vehicles to run company errands. For example, other aggrieved employees were required to use their personal vehicles to make deliveries for STAPLES. Although STAPLES required Mr. Felix and/or other aggrieved employees to utilize

their personal vehicles to carry out their work-related responsibilities, STAPLES failed to fully reimburse them for their mileage or travel expenses.

STAPLES could have provided Mr. Felix and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, safety shoes, and/or company vehicles, or, STAPLES could have reimbursed employees for the costs of their mobile device usage, safety shoes, travel, and/or mileage. Instead, STAPLES passed these operating costs off onto Mr. Felix and other aggrieved employees. At all relevant times, Mr. Felix did not earn at least two (2) times the minimum wage.

Thus, STAPLES had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

During the relevant time period, STAPLES failed to provide Mr. Felix and other aggrieved employees with written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Specifically, STAPLES failed to provide Mr. Felix and other aggrieved employees with the minimum and overtime rate(s) of pay in violation of section 2810.5(a)(1)(A). Instead, the wage theft form that STAPLES provided to Mr. Felix is blank where the aforementioned wage information should be filled in. STAPLES's failure to provide Mr. Felix and other aggrieved employees with written notice of basic information regarding their employment with STAPLES is in violation of Labor Code section 2810.5.

Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

to a civil penalty as follows: (1) For any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid . . . . (2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid . . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." STAPLES, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Felix's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Felix seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Felix, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against STAPLES for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: STAPLES CONTRACT & COMMERCIAL LLC (via U.S. Certified Mail)

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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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Framingham, MA 01702

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Framingham, MA 01702

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Capstone LAW APC

1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

August 6, 2024

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(https://dir.govfa.net/310)

Subject: *Javier Felix v. Staples Contract & Commercial LLC*
LWDA Case No. LWDA-CM-1043758-24 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Javier Felix in connection with his claims under the California Labor Code. Mr. Felix was an employee of STAPLES CONTRACT & COMMERCIAL LLC ("STAPLES"). We previously provided notice of Mr. Felix's claims to the California Labor and Workforce Development Agency ("LWDA") on August 5, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Felix's prior LWDA notice and adds an additional claim.

The employer may be contacted directly at the address below:

STAPLES CONTRACT & COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Mr. Felix intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Felix seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STAPLES as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STAPLES employed Mr. Felix as an hourly paid, non-exempt Warehouse Lean Replenishment employee from approximately October 2022 to August 2023. During his employment, Mr. Felix typically worked eight (8) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Felix was compensated approximately $20.75 per hour. His primary job duties included, without limitation, cleaning and sanitizing the forklifts, preparing scanners, receiving

order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

STAPLES has committed each of the following Labor Code violations against Mr. Felix, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant time period, STAPLES failed to provide Mr. Felix and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that STAPLES required Mr. Felix and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, STAPLES failed to provide such reasonably necessary equipment to Mr. Felix and other aggrieved employees to keep them safe.

STAPLES's failure to provide Mr. Felix and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Mr. Felix, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against STAPLES for violations of California Labor Code sections 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

[1] These facts, theories, and claims are based on Mr. Felix's experience and counsel's review of those records currently available relating to Mr. Felix's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Felix reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: STAPLES CONTRACT & COMMERCIAL LLC (via U.S. Certified Mail)

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STAPLES CONTRACT &
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310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

August 12, 2024

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(https://dir.govfa.net/310)

Subject: *Javier Felix v. Staples Contract & Commercial LLC*
LWDA Case No. LWDA-CM-1043758-24 – SECOND AMENDED NOTICE

Dear PAGA Administrator:

This office represents Javier Felix in connection with his claims under the California Labor Code. Mr. Felix was an employee of STAPLES CONTRACT & COMMERCIAL LLC ("STAPLES"). We previously provided notice of Mr. Felix's claims to the California Labor and Workforce Development Agency ("LWDA") on August 5, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). We also sent an amended notice on August 6, 2024. This second amended notice supplements Mr. Felix's prior LWDA notices.

The employer may be contacted directly at the address below:

STAPLES CONTRACT & COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Mr. Felix intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Felix seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STAPLES as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STAPLES employed Mr. Felix as an hourly paid, non-exempt Warehouse Lean Replenishment employee from approximately October 2022 to August 2023. Mr. Felix reported to work to STAPLES's distribution center located at 4510 Alitalia Ave, # 300, Stockton, California 95206. During his employment, Mr. Felix typically worked eight (8) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Felix was compensated approximately $20.75 per hour. His primary job duties included, without limitation, cleaning and sanitizing the forklifts,

preparing scanners, receiving order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

STAPLES has committed each of the following Labor Code violations against Mr. Felix, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):[1]

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant time period, STAPLES failed to provide Mr. Felix and other aggrieved employees with personal protective equipment, such as steel-toed boots, to keep them safe in the workplace. Despite the fact that STAPLES required Mr. Felix and other aggrieved employees to wear certain personal protective equipment, including steel-toed boots, while engaged in their work-related duties, STAPLES failed to provide such reasonably necessary equipment to Mr. Felix and other aggrieved employees to keep them safe.

STAPLES's failure to provide Mr. Felix and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Mr. Felix, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against STAPLES for violations of California Labor Code sections 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

[1] These facts, theories, and claims are based on Mr. Felix's experience and counsel's review of those records currently available relating to Mr. Felix's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Felix reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,



Ninel Kocharyan

Copy: STAPLES CONTRACT & COMMERCIAL LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL

7022 2410 0000 2406 2327

STAPLES CONTRACT &
COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

U.S. Postal Service™
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Domestic Mail Only

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Certified Mail Fee
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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) $
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FELIX V. STAPLES

Postmark

7022 2410 0000 2406 2327

STAPLES CONTRACT &
COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

STAPLES CONTRACT &
COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Service Type
Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
ed Mail
ed Mail Restricted Delivery
(over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece,

STAPLES CONTRACT &
COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

7022 2410 0000 2406 2327

COMPLETE THIS SECTION ON DELIVERY

A. Signature
Gary Watson

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
GARY WATSON

C. Date of Delivery
8-15-24

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
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☐ Collect on Delivery Restricted Delivery
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☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

Capstone LAW APC

1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

July 23, 2026

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(https://dir.govfa.net/412)

Subject: *Javier Felix v. Staples Contract & Commercial LLC*
LWDA Case No. LWDA-CM-1043758-24 – THIRD AMENDED NOTICE

Dear PAGA Administrator:

This office represents Javier Felix in connection with his claims under the California Labor Code. Mr. Felix was an employee of STAPLES CONTRACT & COMMERCIAL LLC ("STAPLES"). We previously provided notice of Mr. Felix's claims to the California Labor and Workforce Development Agency ("LWDA") on August 5, 2024, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). We also sent an amended notice on August 6, 2024, and a second amended notice on August 12, 2024. This third amended notice supplements Mr. Felix's prior LWDA notices and elaborates on a theory alleged in the original August 5, 2024 notice.

The employer may be contacted directly at the address below:

STAPLES CONTRACT & COMMERCIAL LLC
500 STAPLES DRIVE
FRAMINGHAM, MA 01702

Mr. Felix intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Felix seeks relief on behalf of himself, the State of California, and other persons who are or were employed by STAPLES as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

STAPLES employed Mr. Felix as an hourly paid, non-exempt Warehouse Lean Replenishment employee from approximately October 2022 to August 2023. Mr. Felix reported to work to STAPLES's distribution center located at 4510 Alitalia Ave, # 300, Stockton, California 95206. During his employment, Mr. Felix typically worked eight (8) or more hours per day and five (5) days per week. At the time his employment ended, Mr. Felix was compensated approximately $20.75 per hour. His primary job duties included, without limitation, cleaning and sanitizing the forklifts,

preparing scanners, receiving order batches on the scanner, retrieving items from the warehouse to fulfill orders, loading items on pallets, and dropping off pallets in the designated area.

STAPLES has committed each of the following Labor Code violations against Mr. Felix, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c)(1):

Violation of California Labor Code §§ 2100, *et seq.* – Unlawful Warehouse Quotas

California Labor Code sections 2100–2112 establish comprehensive requirements governing the use of production quotas for warehouse workers. Employers with 100 or more employees at a single warehouse distribution center, or 1,000 or more employees at one (1) or more warehouse distribution centers in California are required to provide nonexempt employees, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota.

Labor Code section 2101 provides: Each employer shall provide to each employee, upon hire, or within 30 days of the effective date of this part, a written description of each quota to which the employee is subject, including the quantified number of tasks to be performed or materials to be produced or handled, within the defined time period, and any potential adverse employment action that could result from failure to meet the quota.

Labor Code section 2102 provides: An employee shall not be required to meet a quota that prevents compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to and from bathroom facilities, or occupational health and safety laws in the Labor Code or division standards. An employer shall not take adverse employment action against an employee for failure to meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not been disclosed to the employee pursuant to Section 2101.

Labor Code section 2104 provides, in relevant part:

> If a current or former employee believes that meeting a quota caused a violation of their right to a meal or rest period or required them to violate any occupational health and safety laws in the Labor Code or division standards, they have the right to request, and the employer shall provide, a written description of each quota to which the employee is subject and a copy of the most recent 90 days of the employee's own personal work speed data. If a former employee requests a written description of the quotas to which they were subject and a copy of their own personal work speed data . . . the employer shall provide 90 days of the former employee's quotas and personal work speed data for the 90 days prior to the date of the employee's separation from the employer . . . . An employer that receives a written or oral request for information shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.

On information and belief, during the relevant period, STAPLES employed 100 or more aggrieved employees at a single warehouse distribution center and/or employed 1,000 or more aggrieved

employees at one or more distribution centers in California, including its facility in Stockton, California, rendering STAPLES subject to the provisions of Labor Code sections 2100, *et seq.*

During the relevant time period, upon information and belief, STAPLES had, and continues to have, a company-wide policy and/or practice of failing to provide Mr. Felix and other aggrieved employees, upon hire, with a written description of each quota they are subject to (e.g., quantified number of tasks to be performed or materials to be handled) within a defined period of time and any potential adverse employment action that may result from failure to meet the quota. Further, during the relevant time period, STAPLES continued to change and adjust its quotas on a regular basis without providing updated written disclosures to Mr. Felix and other aggrieved employees.

STAPLES also had, and continues to have, a company-wide policy and/or practice of subjecting Mr. Felix and other aggrieved employees to quotas that prevented Mr. Felix and other aggrieved employees from taking their meal and rest periods, prevented them from using bathroom facilities, and/or interfered with compliance of California's occupational health and safety laws. Furthermore, upon information and belief, STAPLES has subjected Mr. Felix and other aggrieved employees to adverse employment actions for failure to meet a quota that was not disclosed pursuant to Labor Code section 2101 and/or failure to meet a quota that did not allow them to comply with meal and rest period laws and/or occupational health and safety laws, in violation of Labor Code section 2102. For example, on information and belief, STAPLES counted time spent traveling to and from bathroom facilities as non-productive time, negatively impacting employees' quota metrics, which led to reprimands or other adverse employment actions.

Moreover, STAPLES has failed, and continues to fail, to timely produce, upon written and/or oral request by Mr. Felix and/or other aggrieved employees, a written description of each quota to which the employee is subject and/or a copy of the most recent 90 days of the Mr. Felix's and/or other aggrieved employees' own personal work speed data. STAPLES was required to provide this written description and personal work speed data if Mr. Felix and/or other aggrieved employees made a request based on the belief that meeting a quota caused a violation of their right to compliant meal and rest periods and/or required them to violate any occupational health and safety laws.

STAPLES's failure to disclose quotas, enforcement of quotas that prevent employees from taking compliant meal and rest periods or complying with occupational health and safety laws, and failure to provide employees with their work speed data upon request, violates the provisions of California Labor Code sections 2100, *et seq*. Mr. Felix and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring STAPLES into compliance with Labor Code sections 2100, *et seq*., pursuant to Labor Code sections 2108 and/or 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(c), and 2699.5, Mr. Felix, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against STAPLES for violations of California Labor Code sections 2100, *et seq*.

Therefore, on behalf of all aggrieved employees, Mr. Felix seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

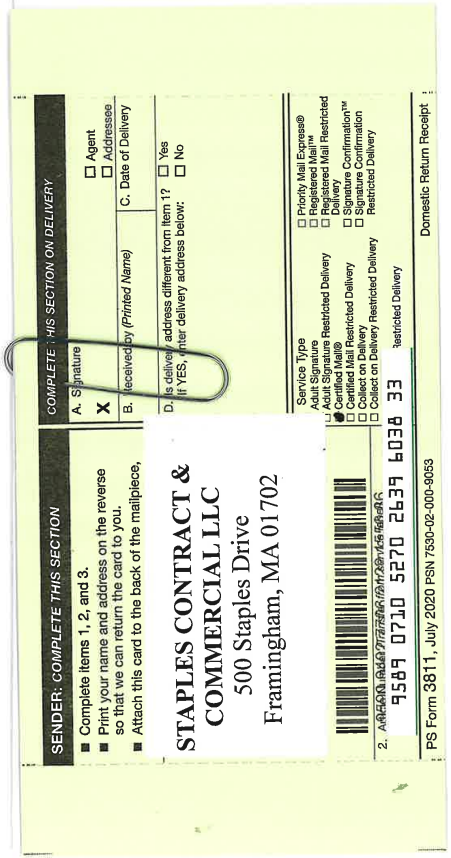
Best Regards,



Anthony Castillo

Copy: STAPLES CONTRACT & COMMERCIAL LLC (via U.S. Certified Mail)

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067





STAPLES CONTRACT & COMMERCIAL LLC
500 Staples Drive
Framingham, MA 01702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Adult Sig
Adult Sig
Postage
$
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$
Sent To
Street and
City, State,
Felix v. Staples
Postmark
STAPLES CONTRACT & COMMERCIAL LLC
500 Staples Drive
Framingham, MA 01702
PS Form 3800, January 2023 PSN 7530-02-000-9047
See Reverse for Instructions

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On October 26, 2026, I served the document described as: **FIRST AMENDED CLASS AND COLLECTIVE ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, *ET SEQ.*** on the interested parties in this action by sending a true copy thereof to interested parties as follows:

DAVIS WRIGHT TREMAINE LLP 350 South Grand Avenue, 27th Floor Los Angeles, California 90071 Telephone: (213) 633-6800 Fax: (213) 633-6899 Tritia M. Murata TritiaMurata@dwt.com David P. Zins DavidZins@dwt.com Maya Harel MayaHarel@dwt.com	*Attorneys for Defendants:* STAPLES CONTRACT & COMMERCIAL LLC
LAW OFFICES OF MARK YABLONOVICH 9465 Wilshire Boulevard, Suite 300 Beverly Hills, California 90212-2511 Telephone: (310) 286-0246 • Fax: (310) 407-5391 Mark Yablonovich Mark@Yablonovichlaw.com Monica Balderrama Monica@Yablonovichlaw.com	Attorneys for Plaintiff: JAVIER FELIX

[ ] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[ ] **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order Authorizing Electronic Service, the above named document(s) has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of these documents to the Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original

document(s) and proof of service in our office.

[X] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 26, 2026 at Los Angeles, California.

Simone Cigar
Type/Print Name


Signature