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 Superior Court of California
 County of Los Angeles

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Sherri R. Carter, Executive Officer/Clerk of Court
 By Isaac Love Deputy

Attorneys for Plaintiff MELANIE KINZLER
 and all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MELANIE KINZLER, an individual, on
 behalf of herself and all others similarly
 situated and aggrieved,

Plaintiff,

vs.

STAPLES CONTRACT AND
 COMMERCIAL, LLC, a Delaware
 Corporation; and DOES 1 to 100, inclusive,

Defendants.

Case No.: **20STCV13114**

**CLASS ACTION & PAGA REPRESENTATIVE
 ACTION COMPLAINT**

- (1) FAILURE TO PROVIDE MEAL PERIODS;**
- (2) FAILURE TO PROVIDE REST BREAKS;**
- (3) FAILURE TO PAY MINIMUM WAGES;**
- (4) FAILURE TO PAY OVERTIME WAGES;**
- (5) FAILURE TO FURNISH TIMELY AND
 ACCURATE WAGE STATEMENTS;**
- (6) FAILURE TO PAY ALL WAGES UPON
 SEPARATION;**
- (7) VIOLATION OF CALIFORNIA'S
 UNFAIR COMPETITION LAW ("UCL"),
 CAL. BUS. & PROF. CODE § 17200, ET
 SEQ.; AND**
- (8) CIVIL PENALTIES FOR VIOLATIONS
 OF LABOR CODE, PURSUANT TO
 CALIFORNIA'S PRIVATE ATTORNEYS'
 GENERAL ACT ("PAGA"), §§ 2698, ET
 SEQ.**

DEMAND FOR JURY TRIAL

1 **CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

2 Plaintiff MELANIE KINZLER (“Plaintiff” or “KINZLER”), on behalf of herself and all others
3 similarly situated and aggrieved, by and through her attorneys, Shegerian & Associates, Inc., hereby files
4 this Class Action and PAGA Representative Action Complaint against Defendants STAPLES
5 CONTRACT AND COMMERCIAL, LLC, a Delaware Corporation (“STAPLES”); and DOES 1 through
6 100 inclusive, (collectively, “Defendants”), and states as follows:

7
8 **I. INTRODUCTION**

9 1. Plaintiff brings this class and representative action on behalf of herself and on behalf of a
10 class defined as all hourly, nonexempt employees of STAPLES CONTRACT AND COMMERCIAL,
11 LLC in California at any time during the time period beginning four years prior to the filing of this
12 Complaint through the present (“Class Period”).

13 2. Defendant STAPLES CONTRACT AND COMMERCIAL, LLC is a company engaged
14 in providing office-related supplies and products to customers via its brick-and-mortar stores and via
15 delivery to online purchasers through its e-commerce website.

16 3. Defendants’ policy and practice is to deny earned wages, including premium and overtime
17 pay, to their hourly, nonexempt employees at Defendants’ locations in California. Defendants do not
18 provide their employees with legally compliant meal periods and rest breaks or premium pay in lieu
19 thereof. Defendants’ express policy and practice is to require Plaintiff and Class Members to remain on
20 the premises during rest breaks. Defendants require their employees to be present and to perform work
21 in excess of eight (8) hours per day and/or forty (40) hours per work week by mandating that these
22 employees perform work off-the-clock including, but not limited to, performing work during meal
23 periods and rest breaks. Moreover, Defendants have implemented and continue to implement a rounding
24 policy that is not fair and neutral and has resulted, over a period of time, in Defendants failing to
25 compensate its employees properly for all time worked. Defendants do not provide minimum wages and
26 overtime pay for this time. These off-the-clock working periods are done for the sole benefit of
27 Defendants and are a uniform policy and practice in all of Defendants’ location(s) in California. This
28 illegal policy and practice have been in effect by Defendants throughout the Class Period, but Defendants

1 continue to require their hourly, nonexempt employees to work uncompensated.

2 4. Moreover, Defendants fail to timely compensate employees for all wages earned upon
3 separation and fail to properly and accurately calculate minimum wages and overtime wages and report
4 wages earned, hours worked, and wage rates. For these reasons, Plaintiff brings this action on behalf of
5 herself and other hourly, nonexempt employees of Defendants to recover unpaid wages, overtime
6 compensation, penalties, interest, injunctive relief, damages, and reasonable attorneys' fees and costs.

7 5. Defendants' deliberate failure to pay their hourly, nonexempt employees their earned
8 wages and overtime compensation violates the California Labor Code and the California Business &
9 Professions Code.

10 6. Plaintiff brings a class action under the California Code of Civil Procedure section 382
11 against Defendants on behalf of all nonexempt hourly, nonexempt employees of Defendants in California
12 for failing to provide compliant meal periods and rest breaks or premium pay in lieu thereof, for unpaid
13 minimum wages, unpaid overtime wages, failing to provide timely and accurate wage statements, waiting
14 time penalties, and other related penalties and damages under the California Labor Code and California
15 Business & Professions Code.

16 17 **II. JURISDICTION AND VENUE**

18 7. Venue lies properly with this Court, as it is the place where at least one Defendant resides,
19 is incorporated or has its principal place of business, or a substantial amount of the events which gave
20 rise to this suit occurred and/or a cause of action arose.

21 8. This Court has jurisdiction over this matter because Defendants are licensed to do
22 business in California, regularly conduct business in California, and committed and continue to commit
23 the unlawful acts alleged herein in California.

24 9. Venue is proper in this Court pursuant to California Code of Civil Procedure section
25 395.5. Defendants own and operate STAPLES CONTRACT AND COMMERCIAL, LLC in Los
26 Angeles County, State of California, which is where Plaintiff and some Class Members have worked
27 and continue to work for Defendants. Defendants' obligation to comply with the California Labor Code
28 and California Business & Professions Code and their liability for failing to do so therefore arise in,

1 among other counties, the County of Los Angeles.

2
3 **III. PARTIES**

4 10. Plaintiff KINZLER is and was a resident of the City of Rowland Heights in Los Angeles
5 County, State of California. Plaintiff is employed by Defendants as an hourly, nonexempt employee in
6 the position of Associate at Defendants' warehouse location in La Mirada, California from
7 approximately August 7, 2017 through the present. Plaintiff typically works five (5) days per week for
8 approximately eight (8) hours, and sometimes more, per day. Plaintiff generally worked fewer than
9 forty (40) hours per workweek. Plaintiff is currently earning \$16.70 per hour.

10 11. Defendant STAPLES CONTRACT AND COMMERCIAL, LLC, a Delaware
11 Corporation ("STAPLES"), is a for-profit corporation incorporated in the State of Delaware with its
12 operations headquarters and principal place of business at 500 Staples Drive, Framingham,
13 Massachusetts 01702. Defendant is doing business in the State of California, operating in the State of
14 California, and is availing itself of the privileges and obligations associated therewith.

15 12. Defendants created the policies and procedures described herein and, at all times during
16 the Class Period, participated in, endorsed, implemented, and performed the conduct alleged herein.

17 13. The practices and policies which are complained of by way of this Complaint are
18 enforced throughout the State of California, including Los Angeles County.

19 14. Plaintiff is ignorant of the true names, capacities, relationships, and extent of
20 participation in the conduct alleged herein, of the Defendants sued as Does 1-100, inclusive, but is
21 informed and believes that said Defendants are legally responsible for the conduct alleged herein and
22 therefore sues these Defendants by such fictitious names. Plaintiff will amend this Complaint to allege
23 both the true names and capacities of the Doe Defendants when ascertained. Plaintiff is informed and
24 believes, and thereon alleges, that at all times mentioned herein, all Defendants, including Doe
25 Defendants, and each of them, were agents, servants, employees, successors in interest, and/or joint
26 venturers of their co-Defendants and were, as such, acting within the course, scope, and authority of said
27 agency, employment, and/or venture, and with the consent of their co-Defendants, and/or said acts were
28 ratified by their co-Defendants, and that each and every Defendant, as aforesaid, when acting as a

principal, was negligent in the selection and hiring, training, and supervision of each and every other Defendant as an agent, servant, employee, successor in interest, and/or joint venturer. Plaintiff is informed and believes that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to each of the other Defendant.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

15. At all times herein relevant, Defendant STAPLES is an office-supply superstore with numerous brick-and-mortar stores and warehouse locations throughout California and nationwide. STAPLES sells a variety of office-related supplies and services to customers in person and online through its e-commerce website.

16. At all relevant times, Defendants have been, and continue to be, a “person” as that term is defined under California Business & Professions Code section 17021 and California Labor Code sections 1-29.5.

17. At all times herein relevant, Plaintiff was employed by Defendants as an hourly, nonexempt employee in the position of Associate in California during the Class Period.

18. At all times relevant herein, at Defendant STAPLES’ warehouse locations in California, Defendant STAPLES employs hourly, nonexempt workers such as Plaintiff under the same job title of Associate, altogether engaged in carrying out Defendants’ purpose of selling office-related supplies and products to customers.

19. At all times herein relevant, Plaintiff and Class Members were assigned to and required and permitted to work without pay while performing tasks including, but not limited to: fulfilling customers’ orders by finding the items purchased and packing them into boxes to be shipped to the customers; placing packed boxes on conveyor belts; and clearing jams on the conveyor belt; and assisting with inventory control and receiving at Defendants’ warehouse location(s) in California. Plaintiff and Class Members were not properly compensated for this work.

20. At all times herein relevant, Plaintiff and Class Members were assigned to and required and permitted to work shifts lasting over four (4) hours and were not authorized nor permitted to take a

1 ten (10) minute rest break during each shift or four (4) hour work period.

2 21. At all times herein relevant, Defendants failed to authorize and permit rest breaks during
3 the Class Period. Defendants' policy and practice was and is that Plaintiff and Class Members must
4 remain on the premises at all times during their rest breaks to the benefit of Defendants; they are not
5 permitted to leave. Plaintiff and Class Members were routinely required to work through rest breaks at
6 the direction of Defendants and/or Defendants' knowledge and acquiescence. Furthermore, due to
7 understaffing, Plaintiff and Class Members' rest breaks are frequently interrupted by Supervisors, at
8 which time they must abandon their rest break and make themselves available to clear jams on the
9 conveyor belt; fulfill customers' orders by finding the items purchased and packing them into boxes to
10 be shipped to the customers; place packed boxes on conveyor belts; and assist with inventory control
11 and receiving; accordingly, these rest breaks were on duty for which Defendants should have but did
12 not compensate Plaintiff and Class Members with premium pay for missed rest breaks.

13 22. At all times herein relevant, Plaintiff and Class Members were assigned to and required
14 to work for periods lasting in excess of five (5) hours and were not provided nor allowed to take thirty
15 (30) minute, uninterrupted, off-duty meal periods. Furthermore, due to understaffing, Plaintiff and Class
16 Members' meal periods are taken late, missed, or else interrupted by Supervisors, at which time they
17 must abandon their rest break and make themselves available to clear jams on the conveyor belt; fulfill
18 customers' orders by finding the items purchased and packing them into boxes to be shipped to the
19 customers; place packed boxes on conveyor belts; and assist with inventory control and receiving;
20 accordingly, these meal periods were on duty for which Defendants should have but did not compensate
21 Plaintiff and Class Members with premium pay for missed meal periods. Moreover, Plaintiff and Class
22 Members often worked in excess of ten (10) hours without a second thirty (30) minute meal period even
23 though their first meal period was not taken.

24 23. At all times herein relevant, Plaintiff and Class Members worked in excess of eight (8)
25 hours per workday or forty (40) hours per work week. Defendants failed to pay for all hours worked in
26 excess of eight (8) hours per day, and when compensated for overtime, failed to pay the correct amount
27 of overtime by miscalculating the regular rate. Defendants failed to pay current and former hourly,
28 nonexempt employees one and one-half times (1½) their regular rate of pay for hours worked in excess

1 of eight (8) hours per day or forty (40) hours per workweek. Defendants also failed to pay their
2 employees at a rate no less than twice the regular rate of pay for work in excess of twelve (12) hours in
3 one day or for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
4 a workweek.

5 24. During the Class Period, Defendants have implemented and continue to implement a
6 rounding policy that is not fair and neutral and has resulted, over a period of time, in Defendants failing
7 to compensate its employees properly for all time worked.

8 25. Defendants regularly failed to pay their hourly, nonexempt employees the correct amount
9 of and rate for overtime wages. Defendants have failed and continue to fail to include all amounts in
10 the regular rate of pay for purposes of calculating overtime. Unrelatedly, Defendants fail to record all
11 hours as overtime by failing to record all hours worked in a workday. This work, done primarily for the
12 employer's benefit, is time that hourly, nonexempt employees should be, but were not compensated for,
13 both straight hours and overtime hours worked in excess of forty (40) hours in a week, hours worked in
14 excess of eight (8) hours in a day, and for the first eight (8) hours worked on the seventh consecutive
15 day of work in a workweek.

16 26. Supervisors employed at Defendants' location(s), including Plaintiff's location, had
17 knowledge of and required Plaintiff to perform work during rest breaks and off-the-clock. Supervisors
18 throughout California were aware that Plaintiff and others similarly situated were performing work
19 during these times without proper wages and, where applicable, overtime compensation.

20 27. In light of Defendants' failure to record employees' off-the-clock time that employees
21 worked and Defendants' failure to acknowledge the noncompliant meal periods and rest breaks,
22 Defendants failed to properly calculate the hourly, nonexempt employees' hours and therefore,
23 employees' premium pay, minimum wages, and overtime wages due. Accordingly, Defendants failed
24 to provide accurate wage statements to their hourly, nonexempt employees identifying all hours worked
25 and all rates in effect during the pay period.

26 28. At all times herein relevant, the same unlawful practices and procedures described above
27 affect hourly, nonexempt workers of Defendants employed in California.

28 29. At all times herein relevant, Defendants failed to pay Plaintiff and Class Members for all

1 hours worked. Thus, Defendants did not pay Plaintiff and Class Members minimum wages in
2 accordance with law and, because Class Members worked shifts over eight (8) hours in duration,
3 Defendants also did not pay them all overtime wages in accordance with law.

4 30. Defendants' conduct, as alleged herein, has caused Plaintiff and Class Members damages
5 including, but not limited to, loss of wages and compensation. Defendants are liable to Plaintiff and the
6 Class for failing to pay minimum wages, failing to pay overtime wages, failing to pay all wages owed
7 every pay period, failing to provide timely and accurate wage statements, failing to pay all wages owed
8 upon separation, and unfair competition.

9 31. Plaintiff has complied with the procedures for bringing suit specified in California Labor
10 Code section 2699.3. By letter dated January 28, 2020, Plaintiff gave written notice by certified mail to
11 the Labor and Workforce Development Agency ("LWDA"), and Defendants, of the specific provisions
12 of the Labor Code alleged to have been violated, including the facts and theories to support the alleged
13 violations.

14
15 **V. CLASS ACTION AND PAGA REPRESENTATIVE ACTION ALLEGATIONS**

16 32. Plaintiff is a member of and seeks to be the representative for the Class of similarly
17 situated employees who all have been exposed to, have suffered, and/or were permitted to work under
18 Defendants' unlawful employment practices as alleged herein.

19 33. Plaintiff brings her first through eighth causes of action on behalf of herself and on behalf
20 of the following Class¹ of persons as well as all aggrieved persons:

21 All current and former hourly, nonexempt employees who have worked in
22 California for STAPLES CONTRACT AND COMMERCIAL, LLC at any
23 time during the period beginning four years prior to the filing of this
24 Complaint through the present.

25 34. This action is appropriately suited for a class action pursuant to Code of Civil Procedure
26 section 382 because there exists an ascertainable and sufficiently numerous Class, a well-defined

27
28 ¹ Plaintiff reserves the right under California Rules of Court, Rule 3.765, to amend or modify the Class description
with greater particularity or further division into subclasses or limitation to particular issues.

community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives.

35. Numerosity and Ascertainability. The size of the Class makes a class action both necessary and efficient. On information and belief, the proposed Class includes hundreds of current and former employees at Defendants' location(s) in California. Members of the Class are ascertainable through Defendants' records but are so numerous that joinder of all individual Class Members would be impractical.

36. Predominant Common Questions of Law and Fact. Pursuant to section 382, common questions of law and fact exist as to all Class Members. These questions predominate over any individualized issues. These common questions include but are not limited to:

- a. Whether Defendants' policies and practices described in this Complaint were and are illegal;
- b. Whether Defendants violated Labor Code section 226.7 and/or section 512 and engaged in a pattern or practice of failing to provide timely, off-duty, thirty (30) minute meal periods to Plaintiff and members of the Class who worked as hourly, nonexempt employees in California during the Class Period;
- c. Whether Defendants engaged in a pattern or practice of impeding Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period from taking off-duty, thirty (30) minute meal periods on a timely basis;
- d. Whether Defendants engaged in a pattern or practice of failing to properly compensate Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period for missed, untimely, or on-duty meal periods as required by California law;
- e. Whether Defendants violated California Industrial Welfare Commission ("IWC") Wage Order No. 7-2001, section 11 by failing to provide Plaintiff and the members of the Class who worked as hourly, nonexempt employees in California during the Class Period with timely, off-duty, thirty (30) minute meal periods;
- f. Whether Defendants engaged in an unfair practice and violated California Business and Professions Code, section 17200, *et seq.* by failing to provide Plaintiff and the members of

- 1 the Class who worked as hourly, nonexempt employees in California during the Class Period
2 with their statutory, off-duty, meal periods on a timely basis;
- 3 g. Whether Defendants maintained accurate time records of off-duty, thirty (30) minute meal
4 periods taken by Plaintiff and members of the Class during the Class Period in accordance
5 with section 7 of IWC Wage Order No. 7-2001;
- 6 h. Whether Defendants failed to compensate, and therefore violated IWC Wage Order No. 7-
7 2001 and Labor Code section 226.7 by failing to provide ten (10) minute, uninterrupted rest
8 breaks as contemplated by California law for work periods in excess of four (4) hours;
- 9 i. Whether Defendants engaged in a pattern or practice of failing to properly compensate
10 Plaintiff and the members of the Class who worked as hourly, nonexempt employees in
11 California during the Class Period for failing to provide ten (10) minute, uninterrupted rest
12 breaks as contemplated by California law for work periods in excess of four (4) hours;
- 13 j. Whether Plaintiff and each member of the Class were not paid minimum wage for each hour
14 worked or part thereof during which they were required to perform acts at the direction and
15 for the benefit of Defendants;
- 16 k. Whether Defendants engaged in a pattern or practice of failing to pay Plaintiff and the
17 members of the Class who worked as hourly, nonexempt employees in California for the total
18 hours worked during the Class Period;
- 19 l. Whether Defendants have engaged in a common course of requiring or permitting their
20 hourly, nonexempt employees to not report all hours worked during the Class Period;
- 21 m. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
22 overtime pay to Plaintiff and the Class for hours worked in excess of eight (8) hours in a day;
- 23 n. Whether Defendants engaged in a pattern or practice of failing to pay appropriate amounts of
24 double time for hours worked in excess of twelve (12) hours in a day;
- 25 o. Whether Defendants violated section 510 of the Labor Code and/or section 3 of IWC Wage
26 Order No. 7-2001 of the IWC by failing to pay overtime pay to Plaintiff and the Class for
27 hours worked in excess of eight (8) hours in a day;
- 28

- 1 p. Whether Defendants violated section 510 of the Labor Code and/or section 3 of IWC Wage
2 Order No. 7-2001 of the IWC by failing to pay overtime pay to Plaintiff and the Class for the
3 first eight (8) hours worked in a day on the seventh consecutive day in a workweek and double
4 time for all hours worked in excess of eight (8) hours on such days;
- 5 q. Whether Defendants violated Labor Code sections 218.5, 204, 1197, and 1198 by failing to
6 compensate Plaintiff and the Class for those acts Defendants required Plaintiff and members
7 of the Class to perform for the benefit of Defendants;
- 8 r. Whether Defendants have engaged in a common course of failing to maintain true and
9 accurate time records for all hours worked by their nonexempt employees;
- 10 s. Whether Defendants violated Labor Code section 226(a) by issuing inaccurate wage
11 statements to Plaintiff and members of the Class that failed to include payments for missed,
12 untimely, and/or on-duty meal periods among wages earned throughout the Class Period;
- 13 t. Whether Defendants violated Labor Code section 226 by issuing inaccurate wage statements
14 to Plaintiff and members of the Class that failed to accurately state the total hours worked, to
15 the detriment of Plaintiff and the Class;
- 16 u. Whether Defendants have engaged in a common course of failing to pay nonexempt
17 employees all wages due upon termination;
- 18 v. Whether Defendants have engaged in unfair competition by the above-listed conduct; and
- 19 w. The nature and extent of class-wide injury and the measure of damages for the injury.

20 37. Typicality. Plaintiff's claims are typical of the members of the Class. Plaintiff, like other
21 members of the Class working for Defendants in California, was subjected to Defendants' policy and
22 practice of refusing to properly and fully pay overtime in violation of California wage and hour laws.
23 Plaintiff's job duties were and are typical of those of other class members who worked for Defendants in
24 California.

25 38. Adequacy of Representation. Plaintiff will fairly and adequately represent the interests of
26 the Class because her individual interests are consistent with and not antagonistic to the interests of the
27 Class, and because Plaintiff has selected counsel who has the requisite resources and ability to prosecute
28 this case as a class action and are experienced labor and employment attorneys who have successfully

1 litigated other cases involving similar issues.

2 39. Superiority of Class Mechanism. The class action mechanism is superior to any
3 alternatives that might exist for the fair and efficient adjudication of these claims. Proceeding as a class
4 action would permit the large number of injured parties to prosecute their common claims in a single
5 forum simultaneously, efficiently, and without unnecessary duplication of evidence, effort and judicial
6 resources. A class action is the only practical way to avoid the potentially inconsistent results that
7 numerous individual trials are likely to generate. Moreover, class treatment is the only realistic means
8 by which Plaintiff can effectively litigate against a large, well-represented corporate defendant like
9 Defendants. In the absence of a class action, Defendants would be unjustly enriched because they would
10 be able to retain the benefits and fruits of the many wrongful violations of the California state laws.
11 Numerous repetitive individual actions would also place an enormous burden on the courts as they are
12 forced to take duplicative evidence and decide the same issues relating to Defendants' conduct over and
13 over again.

14 15 **VI. FIRST CAUSE OF ACTION**

16 **Failure to Provide Meal Periods**

17 **in Violation of Cal. Labor Code §§ 512 and 226.7; IWC Wage Order No. 7-2001, § 11**

18 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

19 40. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
20 as if fully set forth herein.

21 41. California Labor Code section 226.7(a) provides, "No employer shall require any
22 employee to work during any meal or rest period mandated by an applicable order of the Industrial
23 Welfare Commission."

24 42. IWC Wage Order No. 7-2001 (11)(A) provides, in pertinent part: "No employer shall
25 employ any person for a work period of more than five (5) hours without a meal period of not less than
26 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work
27 the meal period may be waived by mutual consent of the employer and the employee."

28 43. Section 512(k) of the California Labor Code provides, in pertinent part, that: "An

1 employer may not employ an employee for a work period of more than five hours per day without
2 providing the employee with a meal period of not less than 30 minutes, except that if the total work period
3 per day of the employee is no more than six hours, the meal period may be waived by mutual consent of
4 both the employer and employee. An employer may not employ an employee for a work period of more
5 than 10 hours per day without providing the employee with a second meal period of not less than 30
6 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be
7 waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

8 44. As alleged herein, Defendants failed to authorize and permit timely, uninterrupted meal
9 periods during the Class Period. Plaintiff and Class Members were routinely required to work without a
10 timely, uninterrupted meal period at the direction of Defendants and/or with Defendants’ knowledge and
11 acquiescence. Defendants’ uniform adoption of a chronically understaffed staffing model for their
12 warehouses also prevented Plaintiff and Class Members from being relieved of all duties to take meal
13 periods. The combination of Defendants’ failure to schedule meal periods and their adoption of a
14 chronically understaffed staffing model impeded and prevented Plaintiff and other Class Members from
15 taking timely, uninterrupted meal periods. As a result, Plaintiff and Class Members were not relieved of
16 their duties such that they could take duty-free meal periods, and thus had to work through some or all of
17 their meal periods, have their meal periods interrupted to return to work, and/or wait extended periods of
18 time before taking meal periods. For example, Plaintiff frequently worked a majority of her eight (8)-
19 hour shift alone with no one to relieve her for a meal period until after having worked over five (5)
20 consecutive hours into her shift. Because too few employees were staffed to handle the demands of and
21 large volumes of orders that needed to be completed that day, Plaintiff had to perform her duties
22 throughout the majority of her shift and therefore was not relieved of her duties to take compliant meal
23 periods.

24 45. Defendants also did not schedule second meal periods and had no practice in place for
25 permitting and authorizing Plaintiff and other employees to take second 30-minute meal periods on days
26 they worked in excess of 10 hours in one day. For example, during her employment, Plaintiff
27 occasionally worked over 10 hours in a day but did not receive a second compliant meal period on those
28 days nor did she consent to waiving them. Because of Defendants’ company-wide chronic understaffed

1 staffing model and time-sensitive nature of certain deliveries, Plaintiff and other Class Members were
2 not relieved of all duties such that they could take second 30-minute meal periods and instead had to
3 work through them. Accordingly, Defendants failed to provide all meal periods in violation of California
4 Labor Code sections 226.7 and 512. Defendants knew or should have known that their company-wide
5 adoption of a chronically understaffed staffing model and scheduling policies would result in a failure to
6 provide Plaintiff and other Class Members with full and timely meal periods as required by the applicable
7 IWC Wage Order and Labor Code sections 226.7 and 512(a). Furthermore, Plaintiff and other Class
8 Members did not sign valid meal period waivers on days that they were entitled to meal periods but were
9 not relieved of all duties.

10 46. Moreover, Defendants engaged in a systematic, company-wide policy to not pay meal
11 period premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members
12 one (1) additional hour of premium pay for missed meal periods, Defendants did not pay Plaintiff and
13 other Class Members at the correct rate of pay for premium wages because Defendants failed to include
14 all forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
15 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
16 pay for missed meal periods, it did so at a lower rate than required by law. As a result, Defendants failed
17 to provide Plaintiff and other Class Members compliant meal periods and failed to pay the full meal
18 period premiums due, in accordance with California Labor Code sections 204, 210, 226.7, and 512.

19 47. By their actions in requiring their employees to work through meal periods and/or their
20 failure to relieve nonexempt, hourly, nonexempt employees of their duties for their off-duty meal periods,
21 Defendants have violated California Labor Code section 226.7 and section 11 of IWC Wage Order No.
22 7-2001 and is liable to Plaintiff and the Class.

23 48. As a result of the unlawful acts of Defendants, Plaintiff and the Class have been deprived
24 of timely off-duty meal periods and are entitled to recovery under Labor Code section 226.7(b) and
25 section 11 of IWC Wage Order No. 7-2001, in the amount of one additional hour of pay at the employee's
26 regular rate of pay for each work period during each day in which Defendants failed to provide their
27 hourly, nonexempt employees with timely, statutory, off-duty meal periods.

1 **VII. SECOND CAUSE OF ACTION**

2 **Failure to Provide Rest Breaks**

3 **in Violation of Cal. Labor Code §§ 226.7, 512, and 1194;**

4 **IWC Wage Order No. 7-2001, § 12**

5 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

6 49. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
7 as if fully set forth herein.

8 50. California Labor Code section 226.7(a) provides, “No employer shall require any
9 employee to work during any meal or rest period mandated by an applicable order of the Industrial
10 Welfare Commission.”

11 51. IWC Wage Order No. 7-2001, section (12)(A) provides, in pertinent part: “Every
12 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
13 be in the middle of each work period. The authorized rest period time shall be based on the total hours
14 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
15 However, a rest period need not be authorized for employees whose total daily work times is less than
16 three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
17 there shall be no deduction from wages.”

18 52. IWC Wage Order No. 7-2001, section (12)(B) provides, “If an employer fails to provide
19 an employee with a rest period in accordance with the applicable provisions of this order, the employer
20 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
21 workday that the rest period is not provided.”

22 53. As alleged herein, Defendants failed to authorize and permit rest breaks during the Class
23 Period. Plaintiff and members of the Class were routinely required to work through rest breaks at the
24 direction of Defendants and/or with Defendants’ knowledge and acquiescence.

25 54. Furthermore, as with meal periods, Defendants’ scheduling policies, chronically
26 understaffed staffing model, resultant lack of break coverage, and frequent interruptions by trucks
27 arriving with parts at which time Plaintiff and Class Members must be or else make themselves available
28 during their rest breaks, Plaintiff and other Class Members were and are prevented from being relieved

1 of all duty in order to take compliant rest breaks, thereby forcing Plaintiff and other Class Members to
2 forgo rest breaks and/or remain on duty during them. As a result, Plaintiff and Class Members would
3 work shifts in excess of 3.5 hours without 10-minute rest breaks to which they were entitled. For
4 example, throughout their employment, during 8-hour or longer shifts, Plaintiff and Class Members
5 worked without receiving at least one of their 10-minute rest breaks, continuing to perform their duties
6 or being interrupted while on a rest break since they were required to remain on premises to the benefit
7 of Defendants, without taking 10-minute rest breaks because there were too few employees staffed to
8 cover Plaintiff's responsibilities that required attention at all times.

9 55. At the same time, Defendants implemented a company-wide policy to not pay rest break
10 premiums. Alternatively, to the extent that Defendants did pay Plaintiff and other Class Members one
11 (1) additional hour of premium pay for missed rest breaks, Defendants did not pay Plaintiff and other
12 Class Members at the correct rate of pay for premium wages because Defendants failed to include all
13 forms of compensation, such as commissions, incentive pay, and/or nondiscretionary bonuses, in the
14 regular rate of pay. As a result, to the extent Defendants paid Plaintiff and other Class Members premium
15 pay for missed rest breaks, it did so at a lower rate than required by law. As a result, Plaintiff and other
16 Class Members were denied rest breaks and Defendants failed to pay the full rest break premiums due,
17 in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

18 56. Defendants' unlawful conduct alleged herein occurred in the course of employment of
19 Plaintiff and all others similarly situated and such conduct has continued through the filing of the initial
20 Complaint.

21 57. As a direct and proximate result of Defendants' unlawful action, Plaintiff and the Class
22 have been deprived of timely rest breaks and/or were not paid for rest breaks taken during the Class
23 Period and are entitled to recovery under Labor Code section 226.7(b) in the amount of one (1) additional
24 hour of pay at the employee's regular rate of compensation for each work period during each day in
25 which Defendants failed to provide employees with timely and/or paid rest breaks.

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1 **VIII. THIRD CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **Upon Payment of Wages in Violation of Cal. Labor Code §§ 510, 1194, 1194.2,**

4 **and 1197; IWC Wage Order No. 7-2001, § 4**

5 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

6 58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
7 as if fully set forth herein.

8 59. Labor Code section 510 provides in relevant part: “[e]ight hours of labor constitutes a
9 day’s work. Any work in excess of eight hours in one work day and any work in excess of 40 hours in
10 any one workweek and the first eight hours worked on the seventh day of work in any one workweek
11 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an
12 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than
13 twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
14 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay
15 of an employee.”

16 60. Labor Code section 1197 provides: “The minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
18 minimum so fixed is unlawful.”

19 61. Labor Code section 1182.12 establishes the right of employees to be paid minimum wages
20 for all hours worked in amounts set by state law.

21 62. Labor Code section 1194, subdivision (a) provides: “Notwithstanding any agreement to
22 work for a lesser wage, an employee receiving less than the legal minimum wage or the legal overtime
23 compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the
24 full amount of this minimum wage or overtime compensation, including interest thereon, reasonable
25 attorney’s fees, and costs of suit.”

26 63. Labor Code section 1194.2 provides in pertinent part: “In any action under Section 1193.6
27 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed
28 by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount

1 equal to the wages unlawfully unpaid and interest thereon.”

2 64. Pursuant to IWC Wage Order No. 7-2001, section (2)(H), at all times material hereto,
3 “hours worked” includes “the time during which an employee is subject to the control of an employer,
4 and includes all the time the employee is suffered or permitted to work, whether or not required to do
5 so.”

6 65. At all times relevant during the liability period, under the provisions of IWC Wage Order
7 No. 7-2001, Plaintiff and each Class Member should have received not less than the minimum wage in a
8 sum according to proof for the time worked, but not compensated.

9 66. For all hours that Plaintiff and Class Members worked, they are entitled to not less than
10 the California minimum wage and, pursuant to Labor Code section 1194.2(a) liquidated damages in an
11 amount equal to the unpaid minimum wages and interest thereon.

12 67. Pursuant to Labor Code section 1194, Plaintiff and Class Members are also entitled to
13 their attorneys’ fees, costs, and interest according to proof.

14 68. At all times relevant during the liability period, Defendants willfully failed and refused,
15 and continue to willfully fail and refuse, to pay Plaintiff and Class Members the amounts owed.

16 69. As described above, Defendants required Plaintiff and other Class Members to work, such
17 as clearing jams on the conveyor belt; fulfilling customers’ orders by finding the items purchased and
18 packing them into boxes to be shipped to the customers; placing packed boxes on conveyor belts; and
19 assisting with inventory control and receiving during their meal periods due to Defendants’ lack of
20 coverage for their employees and decision to staff too few employees at a given time to handle the
21 demands of and large volumes of time-sensitive orders and deliveries requiring time-sensitive deliveries
22 and immediate loading and offloading. Also, during the Class Period, Defendants implemented and
23 continue to implement a rounding policy that is not fair and neutral and has resulted, over a period of
24 time, in Defendants failing to compensate its employees properly for all time worked. Defendants did
25 not pay at least minimum wages for off-the-clock hours that qualified for overtime premium payment.
26 Also, to the extent that these off-the-clock hours did not qualify for overtime premium pay, Defendants
27 did not pay at least minimum wages for those hours worked off-the-clock.

28 70. Defendants’ unlawful conduct alleged herein occurred in the course of employment of

1 Plaintiff and all other similarly situated nonexempt, hourly, nonexempt employees, and Defendants have
2 done so continuously throughout the filing of this complaint.

3 71. As a direct and proximate result of Defendants' violation of Labor Code sections 510 and
4 1197, Plaintiff and other Class Members have suffered irreparable harm and money damages entitling
5 them to damages, injunctive relief or restitution. Plaintiff, on behalf of herself and on behalf of the Class,
6 seeks damages and all other relief allowable including all wages due while working as Defendants'
7 hourly, nonexempt employees, attorneys' fees, liquidated damages, prejudgment interest, and as to those
8 employees no longer employed by Defendants, waiting time penalties pursuant to Labor Code sections
9 200, *et seq.*

10 72. Plaintiff and Class Members are entitled to the unpaid amount of minimum wages, pre-
11 judgment interest, liquidated damages, statutory penalties, attorneys' fees, and costs according to Labor
12 Code sections 204, 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure 1021.5.

13
14 **IX. FOURTH CAUSE OF ACTION**

15 **Failure to Pay Overtime Wages**

16 **in Violation of Cal. Labor Code §§ 510 and 1194, IWC Wage Order No. 7-2001, § 3**

17 **(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)**

18 73. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
19 as if fully set forth herein.

20 74. Pursuant to section 3 of IWC Wage Order No. 7-2001; California Code of Regulations,
21 Title 8, Chapter 5, section 11040, section 12; and Labor Code sections 200, 204, 226, 500, 510, 512,
22 1194, and 1198, Defendants were required to compensate Plaintiff and members of the Class for all
23 overtime hours worked, which is calculated at one and one-half (1½) times the regular rate of pay for
24 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
25 (8) hours on the seventh consecutive work day, with double time after eight (8) hours on the seventh day
26 of any work week, or after twelve (12) hours in any work day.

27 75. Plaintiff and members of the Class were and are nonexempt employees entitled to the
28 protections of IWC Wage Order No. 7-2001; California Code of Regulations, Title 8, section 11040,

1 section 12; and Labor Code sections 200, 226, 500, 510, 512, 1194, and 1198. In addition, during the
2 Class Period, Plaintiff and other members of the Class consistently worked five (5) days per week for
3 shifts of approximately eight (8) hours or more. During the course of Plaintiff's employment, and during
4 the course of the employment of the members of the Class, Defendants failed to compensate Plaintiff and
5 the Class for overtime hours worked as required under the aforementioned Labor Codes and Regulations.

6 76. Under the aforementioned Wage Orders, statutes, and regulations, Plaintiff and members
7 of the Class are entitled to one and one-half (1½) times and/or double their regular rate of pay for overtime
8 work performed during the four (4) years preceding the filing of this Complaint, based on appropriate
9 calculations of the "total remuneration" for each workweek.

10 77. In violation of state law, Defendants have knowingly and willfully refused to perform
11 their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a
12 direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the
13 use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking
14 to compel Defendants to fully perform their obligations under state law, all to their respective damage in
15 amounts according to proof at time of trial, but in amounts in excess of the minimum jurisdiction of this
16 Court.

17 78. Defendants committed the acts alleged herein knowingly and willfully, with the wrongful
18 and deliberate intention of injuring Plaintiff and the Class, from improper motives amounting to malice,
19 and in conscious disregard of Plaintiff's rights and the rights of the Class. Plaintiff and the Class are thus
20 entitled to recover nominal, actual, compensatory, punitive, and exemplary damages in amounts
21 according to proof a time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

22 79. Defendants' conduct described herein violates IWC Wage Order No. 7-2001; California
23 Code of Regulations, Title 8, section 11040, section 12; and Labor Code sections 200, 226, 500, 510,
24 512, and 1198. Therefore, pursuant to Labor Code sections 200, 203, 204, 226, 226.7, 512, 558, and
25 1194, Plaintiff and the Class are entitled to recover the unpaid balance of overtime compensation
26 Defendants owes Plaintiff and the Class, plus interest, penalties, attorneys' fees, expenses, and costs of
27 suit.
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Upon Payment of Wages in Violation of Cal. Labor Code § 227.3

80. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

81. Labor Code section 226(a) sets forth reporting requirements for employers when they pay wages, as follows: “Every employer shall . . . at the time of each payment of wages, furnish his or her employees . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis” Section (e) provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and shall be entitled to an award of costs and reasonable attorney’s fees.”

82. Defendants failed to accurately record the overtime hours worked by Plaintiff and Class Members.

83. Additionally, Defendants failed to accurately record all rates of pay in effect during the pay period.

84. Plaintiff and Class Members were damaged by these failures because, among other things, the failures hindered Plaintiff and the Class from determining the amounts of wages actually owed to them.

85. Plaintiff and Class members request recovery of Labor Code section 226(e) penalties according to proof, as well as interest, attorneys' fees and costs pursuant to Labor Code section 226(e), in a sum as provided by the Labor Code and/or other statutes.

///

1 **XI. SIXTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Owed Upon Separation**

3 **in Violation of Cal. Labor Code §§ 201–203**

4 **(Brought by Plaintiff on Behalf of Herself and All Aggrieved Persons Against All Defendants)**

5 86. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
6 as if fully set forth herein.

7 87. Labor Code section 201 provides, in relevant part, “[I]f an employer discharges an
8 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

9 88. Labor Code section 202 provides, in relevant part, “[I]f an employee not having a written
10 contract for a definite period quits his or her employment, his or her wages shall become due and payable
11 not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
12 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

13 89. Section 203 of the California Labor Code provides that if an employer willfully fails to
14 pay compensation promptly upon discharge or resignation, as required by sections 201 and 202, then the
15 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

16 90. At all times relevant during the liability period, all Aggrieved Employees were employees
17 of Defendants covered by Labor Code section 203. Pursuant to Labor Code section 201, upon all
18 Aggrieved Employees separation dates, Defendants were required to pay all Aggrieved Employees all
19 wages earned.

20 91. At the time of all Aggrieved Employees’ separation dates, all Aggrieved Employees had
21 unpaid wages. Defendants willfully failed to pay all Aggrieved Employees who are no longer employed
22 by Defendants for their uncompensated hours, uncompensated overtime, and missed, untimely, or on-
23 duty meal periods and rest breaks upon their termination or separation from employment with Defendants
24 as required by California Labor Code sections 201 and 202. Thus, in violation of Labor Code section
25 201, Defendants failed to pay all Aggrieved Employees the full amount of wages due and owing them,
26 in amounts to be proven at the time of trial, but in excess of the jurisdictional minimum of this Court.

27 92. Defendants’ failure to pay all Aggrieved Employees their respective wages due and owed
28 to them was willful, and done with the wrongful and deliberate intention of injuring all Aggrieved

Employees and in conscious disregard of their rights.

93. Defendants' willful failure to pay all Aggrieved Employees all of the wages due and owing them constitutes violations of Labor Code sections 201 and 203, which provide that an employee's wages will continue as a penalty up to thirty (30) days from the time the wages were due. Since Plaintiff is still employed, this cause of action is alleged for purposes of PAGA penalties only on behalf of all Aggrieved Employees.

XII. SEVENTH CAUSE OF ACTION

Violations of California's Unfair Competition Law ("UCL"),

California Business and Professions Code §§ 17200, *et seq.*

(Brought by Plaintiff on Behalf of Herself and the Class Against All Defendants)

94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint as if fully set forth herein.

95. Section 17200 of the California Business and Professions Code (the "UCL") prohibits any unlawful, unfair, or fraudulent business practices.

96. Through their actions alleged herein, Defendants have engaged in unfair competition within the meaning of the UCL. Defendants' conduct, as alleged herein, constitutes unlawful, unfair, and/or fraudulent business practices under the UCL.

97. Defendants' unlawful conduct under the UCL includes, but is not limited to, violating the statutes alleged herein. Defendants' unfair conduct under the UCL includes, but is not limited to, failure to pay Class Members wages and compensation they earned through labor provided, and failing to otherwise compensate Class Members, as alleged herein. Defendants' fraudulent conduct includes, but is not limited to, issuing wage statements containing false and/or misleading information about the time the Class Members worked and the amount of wages or compensation due.

98. Defendants' violations of California wage and hour laws and illegal payroll practices or payment policies constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and Class Members.

99. Plaintiff has standing to assert this claim because she has suffered injury in fact and has

1 lost money as a result of Defendants' conduct.

2 100. For the four (4) years preceding the filing of this action, Plaintiff and Class Members have
3 suffered damages and request restitutionary disgorgement of all monies and profits to be disgorged from
4 Defendants in an amount according to proof at the time of trial and an injunction prohibiting them from
5 engaging in the unlawful, unfair, and/or fraudulent conduct alleged herein.

6
7 **XIII. EIGHTH CAUSE OF ACTION**

8 **For Civil Penalties Pursuant to California's Private Attorneys General Act of 2004 ("PAGA"),**
9 **§§ 2698, *et seq.*, for Violations of California Labor Code Sections**
10 **(Brought by Plaintiff on Behalf of Herself and the General Public Against All Defendants)**

11 101. Plaintiff hereby re-alleges and incorporates by reference all paragraphs of this Complaint
12 as if fully set forth herein.

13 102. PAGA provides that any provision of law under the Labor Code and applicable IWC Wage
14 Order that provides for a civil penalty to be assessed and collected by California's Labor and Workforce
15 Development Agency ("LWDA") for violations of the California Labor Code and applicable IWC Wage
16 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of
17 themselves and other current or former employees pursuant to procedures outlined in California Labor
18 Code section 2699.3.

19 103. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any person
20 who was employed by the alleged violator and against whom one or more of the alleged violations was
21 committed."

22 104. Plaintiff and other current and former employees of Defendants are "aggrieved
23 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current or former
24 employees and one or more of the alleged violations were committed against them.

25 105. Pursuant to Labor Code sections 2699.3 and 2699.5, aggrieved employees, including
26 Plaintiff, may pursue a civil action arising under PAGA, alleging violations of any provision listed in
27 section 2699.5, after the following requirements have been met:

28 a. The aggrieved employee shall give written notice ("Employee's Notice") by online filing

1 to the LWDA and by certified mail to the employer of the specific provisions of the
2 California Labor Code alleged to have been violated, including the facts and theories to
3 support the alleged violations;

4 b. The Employee's Notice filed with the LWDA is accompanied by a seventy-five-dollar
5 (\$75) filing fee; and

6 c. The LWDA shall provide notice ("LWDA Notice") to the employer and the aggrieved
7 employee by certified mail that it does not intend to investigate the alleged violation within
8 sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of
9 the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar
10 days of the postmark date of the Employee's Notice, the aggrieved employee may
11 commence a civil action pursuant to California Labor Code section 2699 to recover civil
12 penalties in addition to any other penalties to which the employee may be entitled.

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

16 a. The aggrieved employee shall give written notice by online filing ("Employee's Notice")
17 to the LWDA and by certified mail to the employer of the specific provisions of the
18 California Labor Code alleged to have been violated, including the facts and theories to
19 support the alleged violations;

20 b. The Employee's Notice filed with the LWDA is accompanied by a seventy-five-dollar
21 (\$75) filing fee; and

22 c. The employer may cure the alleged violation within thirty-three (33) calendar days of the
23 postmark date of the Employee's Notice. The employer shall give written notice by
24 certified mail within that period of time to the aggrieved employee or representative and
25 the agency if the alleged violation is cured, including a description of actions taken, and
26 no civil action pursuant to Section 2699 may commence. If the alleged violation is not
27 cured within the 33-day period, the employee may commence a civil action pursuant to
28 Section 2699.

1 107. On January 28, 2020, Plaintiff provided written notice by online filing to the LWDA and
2 by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have
3 been violated, including facts and theories to support the alleged violations, in accordance with California
4 Labor Code section 2699.3. Plaintiff's notice to the LWDA was accompanied by the \$75 filing fee. A
5 true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated January 28, 2020
6 is attached hereto as "**Exhibit 1.**"

7 108. As of the filing date of the initial complaint, over sixty-five (65) days have passed since
8 Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to
9 investigate Plaintiff's claims. Defendants have not given notice that it has cured the alleged violations
10 set forth in this Complaint. Thus, Plaintiff has satisfied the administrative prerequisites under California
11 Labor Code section 2699.3(a) and (c) to recover civil penalties against Defendants, in addition to other
12 remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a),
13 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

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

23 110. Defendants, at all times relevant herein, were employers or persons acting on behalf of an
24 employer(s) who violated Plaintiff's and other non-party aggrieved employees' rights by violating
25 various sections of the California Labor Code as set forth above.

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

28 a. Violations of Labor Code sections 510, 1198, and the applicable IWC Wage Order for

Defendants' failure to compensate Plaintiff and other Class Members with overtime wages for all hours worked in excess of eight (8) in one day or forty (40) in one week and double time for all hours worked in excess of twelve (12) hours, as set forth above;

b. Violations of Labor Code sections 1182.12, 1194, 1197, 1197.1, 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other Class Members with at least minimum wages for all hours worked as set forth above;

c. Violations of Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other Class Members with meal periods and/or rest breaks, as set forth above;

d. Violations of Labor Code sections 551 and 552, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other Class Members with one day's rest in seven, as set forth above;

e. Violations of Labor Code sections 226(a), 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other Class Members as set forth above;

f. Violations of Labor Code sections 1174(d), 1198, and the applicable IWC Wage Order for failure to maintain payroll records. 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 Orders. 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 failed, on a company-wide basis, to keep records of meal period start and stop times for Plaintiff and other non-party aggrieved employees in violation of section 1198. 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,

1 at a central location in the state or at the plants or establishments at which employees are
2 employed, payroll records showing the hours worked daily by and the wages paid to, and
3 the number of piece-rate units earned by and any applicable piece rate paid to, employees
4 employed at the respective plants or establishments” During the relevant time period,
5 and in violation of Labor Code section 1174(d), Defendants willfully failed to maintain
6 accurate payroll records for Plaintiff and other non-party aggrieved employees showing
7 the daily hours they actually worked and the wages paid thereto as a result of failing to
8 record the off-the-clock hours that they worked;

9 g. Violations of Labor Code sections 201, 202, and 203 for failure to pay all earned wages
10 upon termination as set forth above;

11 h. Violations of Labor Code section 204 for failure to pay all earned wages during
12 employment as set forth above;

13 i. Plaintiff and other non-party aggrieved employees are therefore entitled to recover
14 penalties, attorneys’ fees, costs, and interest thereupon, pursuant to Labor Code section
15 2699(f)-(g); and

16 j. Any and all additional applicable civil penalties and sums as provided by the California
17 Labor Code and/or other relevant statutes.

18 112. Pursuant to California Labor Code sections 2699(a), 2699.3, 2699.5, and section 558,
19 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
20 civil penalties for herself, all other non-party aggrieved employees, and the State of California against
21 Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203,
22 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

23 113. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties
24 obtained under California Labor Code section 2699 to be allocated to the LWDA, for education of
25 employers and employees about their rights and responsibilities under the California Labor Code, and
26 twenty-five percent (25%) to all aggrieved employees.

27 114. Further, Plaintiff is entitled to recover reasonable attorneys’ fees and costs pursuant to
28 California Labor Code sections 2699(g)(1), 218.5, 1194(a) and any other applicable statute.

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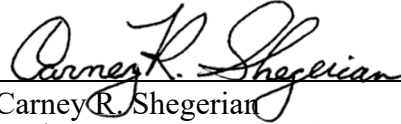
1. An order that this action may proceed and may be maintained as a class action;
2. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claims;
3. All unpaid overtime wages due to Plaintiff and each Class Member;
4. One hour of wages due to Plaintiff and each Class Member for each work period of more than four (4) hours when they did not receive an uninterrupted ten (10) minute rest break;
5. One hour of wages due to Plaintiff and each Class Member for each work period of more than five (5) hours when they did not receive an uninterrupted thirty (30) minute meal period;
6. All unpaid minimum wages and liquidated damages due to Plaintiff and each Class Member on their minimum wage claim;
7. For restitution of all monies due to Plaintiff and members of the Class and disgorged profits from the unlawful business practices of Defendants;
8. For waiting time penalties pursuant to Labor Code section 203;
9. Statutory penalties under Labor Code section 226(e);
10. For penalties pursuant to Labor Code sections 204, 206, 210, 225.5, 226, 226.3, 226.7, 510, 512, 551, 552, 558, 1174.5, 1182.12, 1194, 1194.2, 1197.1, and 1198;
11. For injunctive relief enjoining Defendants from engaging in the unlawful and unfair business practices complained of herein;
12. For all civil penalties permitted by California's Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, based on all the alleged statutory violations set forth in this Complaint;
13. For costs of suit and expenses incurred herein pursuant to Labor Code sections 226 and 1194;
14. Prejudgment interest at the maximum legal rate on all due and unpaid wages pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
15. For reasonable attorneys' fees pursuant to Labor Code sections 218.5, 226, 1194, 2699(g), and Code of Civil Procedure 1021.5;

- 1 16. Accounting of Defendants' records for the liability period;
2 17. General, special, and consequential damages, to the extent allowed by law; and
3 18. All such other and further relief that the Court may deem just and proper.
4

5 Dated: April 2, 2020

SHEGERIAN & ASSOCIATES, INC.

6
7 By:



8 Carney R. Shegerian
9 Anthony Nguyen
Cheryl A. Kenner

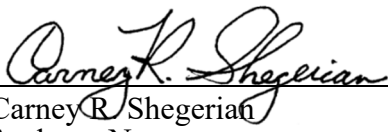
10 Attorneys for Plaintiff MELANIE KINZLER
11 and all others similarly situated and aggrieved
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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff MELANIE KINZLER, on behalf of herself and all others similarly situated, hereby
3 demands a jury trial with respect to all issues triable of right by jury.
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5 Dated: April 2, 2020

SHEGERIAN & ASSOCIATES, INC.

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7 By: 
8 Carney R. Shegerian
9 Anthony Nguyen
Cheryl A. Kenner

10 Attorneys for Plaintiff MELANIE KINZLER and
11 all others similarly situated and aggrieved
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EXHIBIT 1

SHEGERIAN & ASSOCIATES, INC.

January 28, 2020

VIA ONLINE SUBMISSION

David M. Lanier, Secretary
California Labor & Workforce
Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

VIA CERTIFIED MAIL

Staples Contract & Commercial, Inc.
ATTN: Human Resources Director
16501 Trojan Way
La Mirada, CA 90638

Staples Contract & Commercial, Inc.
ATTN: Human Resources Director
500 Staples Drive
Framingham, MA 01702

Staples Contract & Commercial, LLC
ATTN: Human Resources Director
251 Little Falls Drive
Wilmington, DE 19808

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTION 2698, ET SEQ.

To: The California Labor and Workforce Development Agency; Staples
Contract & Commercial, Inc.; Staples Contract & Commercial, LLC

From: Melanie Kinzler, on behalf of herself and all other current and former
nonexempt, hourly warehouse employees for violations of the California Labor
Code

To Whom It May Concern:

Shegerian & Associates, Inc. has been retained by employee Melanie Kinzler ("Ms. Kinzler") to seek compensation and all other available relief, including civil penalties on her behalf and on the behalf of all those similarly aggrieved (collectively, with Ms. Kinzler,

“Claimants”) who have been injured by violations of the California Labor Code. Ms. Kinzler, on behalf of herself and all other similarly aggrieved current and former hourly nonexempt warehouse employees of Staples Contract & Commercial, Inc. (“Staples”) and/or Staples Contract & Commercial, LLC (“SCC LLC”), 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.* of the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

Factual Statement:

Staples/SCC LLC operate a chain of retail stores and warehouses across the State of California and across the United States. Staples/SCC LLC sell a variety of office supplies and related services to customers, both at its brick-and-mortar stores and through e-commerce. Claimant Ms. Kinzler works for Staples/SCC LLC as an hourly, nonexempt employee, in the position of Associate and is currently earning \$16.70 per hour. At Staples/SCC LLC’s warehouse, Ms. Kinzler assists with the e-commerce side of the business. Ms. Kinzler, on behalf of herself and all other similarly aggrieved current and former warehouse employees of Staples/SCC LLC are or were nonexempt, hourly warehouse employees in California who are or were engaged in shipping merchandise to Staples/SCC LLC’s customers who placed their orders online. As part of their employment with Staples/SCC LLC, Claimant and other nonexempt, hourly warehouse employees, collectively, “nonexempt, hourly warehouse employees,” are or were assigned to and required to suffer and permitted to work without pay, while performing tasks collectively including, but not limited to: fulfilling customers’ orders by finding the items purchased and packing them into boxes to be shipped to the customers; placing packed boxes on conveyor belts; and clearing jams on the conveyor belt; and assisting with inventory control and receiving.

Claimant Ms. Kinzler regularly works five (5) days per week for eight (8) to ten (10) hours per day at Staples’/SCC LLC’s warehouse location in La Mirada, California. During the entire course of her employment, Staples/SCC LLC have failed to provide and continue to fail to provide Ms. Kinzler and all others similarly situated with all overtime pay and compliant meal periods and rest breaks. As a consequence, Staples/SCC LLC have failed to comply with Labor Code sections 226.7, 510, and 512 and Industrial Welfare Commission (“IWC”) Wage Order 7-2001, sections 3, 11, and 12. Staples/SCC LLC have also failed to pay minimum wages to Claimants in violation of Labor Code sections 510, 1194, 1197, and 1182.12, and IWC Wage Order No. 7-2001, section 4. Not all reporting pay owed under Wage Order No. 7-2001, section 5 was paid to Claimants either. In violation of Labor Code sections 510, 1194, 1197, and 1182.12, Staples/SCC LLC have failed to compensate Claimants at a rate of one and one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked

on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek.

Staples/SCC LLC have also failed and continue to fail to pay all wages owed every pay period in violation of Labor Code section 204. Likewise, Staples/SCC LLC have failed and continue to fail provide timely, accurate wage statements to Ms. Kinzler and other aggrieved warehouse employees in violation of Labor Code section 226(a). With regard to those no longer employed by Staples/SCC LLC, Staples/SCC LLC violated Labor Code section 203 by failing to pay all wages due upon separation. Ms. Kinzler is informed and believes that such violations are ongoing, systematic, and continuous. She intends to bring an action against Staples/SCC LLC under the Private Attorneys General Act (“PAGA”) to recover wages and penalties as provided by California law.¹

Theories of Labor Code Violations and Remedies:

For a period of at least four (4) years prior to January 2020, but for our purposes here, one (1) year, Staples/SCC LLC have violated the California Labor Code and all applicable IWC Wage Orders. Claimant Ms. Kinzler has been employed continuously from approximately August 7, 2017 through the present by Staples/SCC LLC as an Associate.

First, Claimants were at all times entitled to off-duty, uninterrupted but unpaid meal periods. Staples/SCC LLC, however, failed to authorize and permit Ms. Kinzler and all other similarly aggrieved warehouse employees to take compliant meal periods as required by Labor Code sections 226.7 and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 11. Ms. Kinzler and all similarly aggrieved

¹ Without limitation, Ms. Kinzler, if permitted, will seek any and all penalties otherwise capable of being collected by the Commission. This includes each provision as set forth in Labor Code section 2699.5 as follows:

The provisions of subdivision (a) of Section 2699.3 apply to any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230A, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, paragraphs (1), (2), and (3) of subdivision (a) of, and subdivision (e) of, Section 1701.4, subdivision (a) of Section 1701.5, Sections 1701.8, 1701.10, 1701.12, 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651., and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3095, 6310, 6311, and 6399.7.

warehouse employees took their meal periods late, had their meal periods interrupted, and remained on-duty as they were required to perform work during their meal periods. This was largely due to too few staff per shift to be able to complete all the work for which Staples/SCC LLC reasonably could have corrected with adequate staffing. And Staples/SCC LLC did not compensate Claimants with an extra hour of pay for noncompliant meal periods for each workday on which they occurred. Accordingly, since Staples/SCC LLC required Ms. Kinzler and others similarly situated to work during their meal periods and did not subsequently compensate them for all noncompliant meal periods in violation of Labor Code sections 226.7(a) and 512, Claimants seek all available penalties as set forth in Labor Code section 558, all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 20 and 2699(f).

Claimants were at all times entitled to take paid, off-duty rest breaks. However, Staples/SCC LLC failed to and continue to fail to authorize and permit Ms. Kinzler and all other similarly aggrieved warehouse employees to take off-duty rest breaks as required by Labor Code sections 226.7 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 12. Again, this was largely due to understaffing as well as an unlawful policy that Staples/SCC LLC required of its warehouse employees, which required them to remain on the premises, to the benefit of the employer, during their rest breaks. Ms. Kinzler and all similarly aggrieved warehouse employees were required to perform work during their rest breaks by either taking no break or else having their break interrupted to return to work before a net-ten-minute break was taken, which means they were on-duty during their rest breaks. Staples/SCC LLC did not compensate Claimants with an extra hour of pay for noncompliant rest breaks for each workday on which they occurred. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 558 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 20. Furthermore, since Staples/SCC LLC required its nonexempt warehouse employees to work during rest periods in violation of Labor Code section 226.7(b) without premium pay, Claimants seek all available penalties as set forth in Labor Code sections 558 and 2699.

Claimants also were at all times entitled to the payment of minimum wages. Staples/SCC LLC have failed and continue to fail to pay Claimants minimum wages for all hours worked as required by Labor Code sections 510, 1194, and 1194.2 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 4. For instance, Staples/SCC LLC did not authorize and permit Claimants to take compliant meal periods and rest breaks on eligible shifts. Staples/SCC LLC's corresponding failure to provide premium pay in lieu of authorizing and permitting compliant meal periods and rest breaks constitutes Staples/SCC LLC's failure to pay minimum wages for all hours worked every pay period and upon separation in violation of Labor Code sections 201, 202, 203, 204, 226(a), 510, 1182.12, 1194, and 1197. In essence,

Staples/SCC LLC's failure to pay Claimants their premium pay constitutes Staples/SCC LLC's failure to pay minimum wages to Claimants. Additionally, Staples/SCC LLC use and used a rounding policy that Claimants allege was not neutral, not applied fairly, and did not result in a net positive amount for every single aggrieved employee. As a result, Claimants did receive minimum wages for all hours worked, which also means they didn't receive all overtime wages nor all wages owed every pay period nor upon separation. Another reason Claimants didn't receive minimum wages for all hours worked is that Claimants performed work prior to clocking in as well as after clocking out. Claimants' time was never adjusted to account for this work performed at the beginning and end of their shifts. Accordingly, not all hours that Claimants worked were recorded, adjusted, nor subsequently compensated. Therefore, Claimants are entitled to recover wages and/or penalties as provided by Labor Code section 1197.1 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 20.

At all times relevant herein, Claimants were entitled to the payment of overtime. That is, pursuant to Labor Code sections 510, 1194, 1197, and 1182.12, Staples/SCC LLC was required to compensate Claimants at a rate of one-and-one-half (1.5) times their regular rate for all hours worked over eight (8) hours per workday and the first eight (8) hours worked on the seventh day of a workweek and at two (2) times their regular rate for hours worked over twelve (12) hours per workday and eight (8) hours on the seventh day of a workweek. Staples/SCC LLC have failed to and continue to fail to pay Claimants all overtime wages owed, yet regularly required them to work in excess of eight (8) hours per day and/or forty (40) hours per week without premium pay under Labor Code section 1194. Claimant Ms. Kinzler regularly worked five (5) days per week for over eight (8) hours per day and did not receive all overtime wages owed. In short, during the entire course of their employment, Staples/SCC LLC failed to provide and continues to fail to provide Ms. Kinzler and all other similarly aggrieved warehouse employees with all overtime pay in violation of 226.7, 510, and 512 and all applicable IWC Wage Orders, including but not limited to IWC Wage Order 7-2001, section 3.

Pursuant to Labor Code section 204, Claimants were entitled to be paid all wages owed every pay period. As explained above, by failing to pay Claimants all meal period and rest period premiums for every instance of noncompliance and by failing to pay all minimum wages and overtime wages every pay period, Staples/SCC LLC have failed and continue to fail to pay all wages owed every pay period in violation of Labor Code section 204.

Likewise, pursuant to Labor Code sections 201–203, Claimants who have since separated from Staples/SCC LLC were entitled to be paid all wages owed upon separation within the statutorily allotted time—immediately (resignation with notice and termination) or within seventy-two (72) hours (resignation without notice). Claimants did not receive

all wages owed upon separation based on Staples/SCC LLC's prior failings to pay all wages owed every pay period, as explained in the preceding paragraph.

Claimants were at all times entitled to be provided timely and accurate wage statements by Staples/SCC LLC pursuant to Labor Code section 226. Because Staples/SCC LLC failed to pay Claimants their meal period and rest break premiums for noncompliant meal periods and rest breaks, and failed to pay Claimants minimum wages for all hours worked and for all overtime wages owed as well as the correct rate for overtime hours, Claimants' wage statements were inaccurate in reflecting meal period and rest break premium compensation owed, all overtime and minimum wages, and all hours worked every pay period. As a consequence, Claimants' wage statements also do not reflect the accurate amount of gross wages owed. Accordingly, Claimants seek all available penalties as set forth in Labor Code sections 226(e) and 2699.

Staples/SCC LLC's uniform failure to authorize and permit off-duty rest breaks and meal periods or pay Claimants premium compensation in lieu thereof, failure to pay all minimum and overtime wages owed, failure to pay all wages owed every pay period and upon separation, and failure to furnish timely and accurate wage statements violate Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512, 1182.12, 1194, and 1197, and as such, penalties are recoverable as set forth in Labor Code sections 210, 1194, *et seq.*, and 2699.

Claimants are entitled to recover unpaid wages, with interest, and are entitled to an award of attorneys' fees as permitted by Labor Code section 1194, other penalties as permitted by Labor Code sections 210 and 2699, and waiting time penalties for former warehouse employees pursuant to Labor Code section 203.

Accordingly, Claimants seek the remedies set forth in the above-referenced Labor Code sections for themselves, the State of California, and all other aggrieved warehouse employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), and 2699.5, Ms. Kinzler, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for themselves, all other aggrieved employees, and the State of California against Staples/SCC LLC for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1182.12, 1194, 1197, 1197.1, and 1198.

Should you require any additional information, please feel free to contact me.

Very truly yours,

SHEGERIAN & ASSOCIATES, INC.

A handwritten signature in black ink, reading "Carney R. Shegerian". The signature is written in a cursive style with a large, stylized "C" and "S".

Carney R. Shegerian

CRS/ck