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Attorneys for Plaintiff DORICK MAHEIA

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

DORICK MAHEIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation;
HARSCO CORPORATION, a Delaware
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: 22STCV24279

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;

FILED
Superior Court of California
County of Los Angeles

10/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

- 1 7) FAILURE TO PROVIDE WAGES WHEN
2 DUE IN VIOLATION OF CAL. LAB.
3 CODE §§ 201, 202 AND 203;
4 8) FAILURE TO REIMBURSE EMPLOYEES
5 FOR REQUIRED EXPENSES IN
6 VIOLATION OF CALIFORNIA LABOR
7 CODE §2802;
8 9) VIOLATIONS OF THE PRIVATE
9 ATTORNEY GENERAL ACT AT LABOR
10 CODE SECTIONS 2698 *ET SEQ.*

11 **DEMAND FOR A JURY TRIAL**

12 Plaintiff DORICK MAHEIA (“PLAINTIFF”), an individual, on behalf of himself
13 and all other similarly situated current and former employees, alleges on information and belief,
14 except for her own acts and knowledge which are based on personal knowledge, the following:

15 **THE PARTIES**

16 1. Defendant CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.
17 (“Defendant Clean Earth”) is a Delaware corporation that at all relevant times mentioned herein
18 conducted and continues to conduct substantial and regular business throughout California.

19 2. Defendant HARSCO CORPORATION (“Defendant Harsco”) is a Delaware
20 corporation that at all relevant times mentioned herein conducted and continues to conduct
21 substantial and regular business throughout California.

22 3. Defendant Clean Earth and Harsco were the joint employers of PLAINTIFF as
23 evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed
24 work for respectively and are therefore jointly responsible as employers for the conduct alleged
25 herein as “DEFENDANTS” and/or “DEFENDANT.”

26 4. Defendants Clean Earth and Harsco offer an array of specialty waste treatment and
27 disposal, including but not limited to hazardous and non-hazardous waste, and recycling solutions
28 in California, including in Los Angeles County where PLAINTIFF worked.

1 The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are
3 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious
4 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
5 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
6 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief

1 alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
2 inclusive, (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible
3 in some manner for one or more of the events and happenings that proximately caused the injuries
4 and damages hereinafter alleged.

5 6. The agents, servants, and/or employees of the DEFENDANT and each of them
6 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
7 as the agent, servant and/or employee of the Defendant, and personally participated in the conduct
8 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
9 Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and
10 all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
12 Defendant’s agents, servants and/or employees.

13 7. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
14 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or
15 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
16 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
17 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
18 at all relevant times.

19 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
20 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
21 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
22 employee a wage less than the minimum fixed by California state law, and as such, are subject to
23 civil penalties for each underpaid employee.

24 9. PLAINTIFF was employed by DEFENDANT in California from October of 2016
25 to January of 2022 and at all times was classified by DEFENDANT as a non-exempt employee,
26 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
27 minimum and overtime wages due for all time worked.

28 10. PLAINTIFF brings this Class Action on behalf of himself and a California class,
defined as all persons who are or previously were employed by Defendant Clean Earth and/or
Defendant Harsco in California and classified as non-exempt employees (the “CALIFORNIA

1 CLASS”) at any time during the period beginning November 28, 2020 and ending on the date as
2 determined by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate
3 claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

4 11. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
5 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
6 the CLASS PERIOD caused by DEFENDANT’s uniform policy and practice which failed to
7 lawfully compensate these employees. DEFENDANT’s uniform policy and practice alleged
8 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
9 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
10 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
11 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
12 other members of the CALIFORNIA CLASS who have been economically injured by
13 DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and equitable
14 relief.

15 12. DEFENDANT’s uniform policies and practices alleged herein were unlawful,
16 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
17 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

18 13. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
19 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
20 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
21 injured by DEFENDANT’s past and current unlawful conduct, and all other appropriate legal and
22 equitable relief.

23 **JURISDICTION AND VENUE**

24 14. This Court has jurisdiction over this Action pursuant to California Code of Civil
25 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
26 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
27 DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

28 15. Venue is proper in this Court pursuant to California Code of Civil Procedure,
Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs

1 the CALIFORNIA CLASS across California, including in this County, and committed the
2 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 16. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
6 matter of company policy, practice and procedure, intentionally, knowingly and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest
9 periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all
10 time worked, failed compensate PLAINTIFF for off-the-clock work, failed to pay PLAINTIFF
11 and the other members of the CALIFORNIA CLASS overtime at the correct regular rate of pay,
12 failed to compensate PLAINTIFF and other members of the CALIFORNIA CLASS meal and rest
13 premiums at the regular rate, and failed to issue to PLAINTIFF and the members of the
14 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
15 applicable hourly rates in effect during the pay periods and the corresponding amount of time
16 worked at each hourly rate. DEFENDANT's uniform policies and practices are intended to
17 purposefully avoid the accurate and full payment for all time worked as required by California
18 law which allows DEFENDANT to illegally profit and gain an unfair advantage over competitors
19 who comply with the law. To the extent equitable tolling operates to toll claims by the
20 CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be adjusted
21 accordingly.

22 **A. Meal Period Violations**

23 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
24 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
25 meaning the time during which an employee is subject to the control of an employer, including
26 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
27 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
28 without paying them for all the time they were under DEFENDANT's control. Specifically, as a

1 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,
2 DEFENDANT required PLAINTIFF to work during what was supposed to be PLAINTIFF's off-
3 duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial
4 lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited
5 minimum wage and overtime wages by regularly working without their time being accurately
6 recorded and without compensation at the applicable minimum wage and overtime rates.
7 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
8 CLASS Members for all time worked is evidenced by DEFENDANT's business records.

9 18. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
10 requirements and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
11 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-
12 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
13 other CALIFORNIA CLASS Members were required from time to time to perform work as
14 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
15 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
16 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which
17 DEFENDANT required these employees to work ten (10) hours of work from time to time. The
18 nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does
19 not qualify for limited and narrowly construed "on-duty" meal period exception. When they were
20 provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from
21 time to time, required to remain on premises, on duty, and on call. PLAINTIFF and other
22 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
23 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

24 **B. Rest Period Violations**

25 19. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
26 CALIFORNIA CLASS members were also required from time to time to work in excess of four
27 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work
28 requirements and DEFENDANT's inadequate staffing. Further, for the same reasons these

employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS Members were, from time to time, required to remain on premises, on duty and/or on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

C. Wage Statement Violations

20. California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

21. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

1 22. In addition, DEFENDANT, from time to time, failed to provide PLAINTIFF and
2 the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code §
3 226.

4 23. As a result, DEFENDANT issued PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
6 DEFENDANT's violations are knowing and intentional, were not isolated or due to an
7 unintentional payroll error due to clerical or inadvertent mistake.

8 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

9 24. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
10 continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA
11 CLASS for all hours worked.

12 25. During the CLASS PERIOD, from time-to-time DEFENDANT required
13 PLAINTIFF and other members of the CALIFORNIA CLASS to undergo COVID-19 health
14 screenings while off-the-clock. This resulted in PLAINTIFF and other members of the
15 CALIFORNIA CLASS to have to work while off-the-clock.

16 26. DEFENDANT directed and directly benefited from the uncompensated off-the-
17 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

18 27. DEFENDANT controlled the work schedules, duties, protocols, applications,
19 assignments, and employment conditions of PLAINTIFF and the other members of the
20 CALIFORNIA CLASS.

21 28. DEFENDANT was able to track the amount of time PLAINTIFF and the other
22 members of the CALIFORNIA CLASS spent undergoing COVID-19 health screenings; however,
23 DEFENDANT failed to document, track, or pay PLAINTIFF and the other members of the
24 CALIFORNIA CLASS all wages earned and owed for all time spent under DEFENDANT's
25 control.

26 29. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
27 exempt employees, subject to the requirements of the California Labor Code.
28

1 30. DEFENDANT's policies and practices deprived PLAINTIFF and the other
2 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
3 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the
4 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
5 hours per day, DEFENDANT's policies and practices also deprived them of overtime pay.

6 31. DEFENDANT knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

8 32. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
9 forfeited wages due them for all hours worked at DEFENDANT's direction, control and benefit
10 for the time spent working while off-the-clock. DEFENDANT's uniform policy and practice to
11 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
12 in accordance with applicable law is evidenced by DEFENDANT's business records.

13 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
14 **Sick Pay**

15 33. From time-to-time during the CLASS PERIOD, DEFENDANT failed and
16 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
17 members for their overtime and double time hours worked, meal and rest period premiums, and
18 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
19 due them for working overtime without compensation at the correct overtime and double time
20 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and
21 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and
22 double time worked, meal and rest period premiums, and sick pay in accordance with applicable
23 law is evidenced by DEFENDANT's business records.

24 34. State law provides that employees must be paid overtime at one-and-one-half times
25 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
26 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
27 employee's performance.
28

1 35. The second component of PLAINTIFF's and other CALIFORNIA CLASS
2 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
3 PLAINTIFF and other CLASS Members incentive wages based on their performance for
4 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
5 basis with bonus compensation when the employees met the various performance goals set by
6 DEFENDANTS.

7 36. However, from time-to-time, when calculating the regular rate of pay, in those pay
8 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
9 time, paid meal and rest period premium payments, and/or sick pay, and earned this non-
10 discretionary bonus or incentive, DEFENDANTS failed to accurately include the non-
11 discretionary bonus compensation and/or incentive and/or shift differential paid as part of the
12 employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-
13 overtime hours worked. Management and supervisors described the incentive/bonus program to
14 potential and new employees as part of the compensation package. As a matter of law, the
15 incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS Members
16 must be included in the "regular rate of pay." The failure to do so has resulting in a systematic
17 underpayment of overtime and double time compensation, meal and rest period premiums, and
18 redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by
19 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
20 for non-employees shall be calculated in the same manner as the regular rate of pay for the
21 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
22 actually works overtime in that workweek. DEFENDANT's conduct, as articulated herein, by
23 failing to include the incentive compensation as part of the "regular rate of pay" for purposes of
24 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
25 recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

26 37. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
28 matter of company policy, practice, and procedure, intentionally and knowingly failed to

1 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
2 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
3 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
4 of the correct overtime and double time compensation, meal and rest period premiums, and sick
5 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
6 unfair advantage over competitors who complied with the law. To the extent equitable tolling
7 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
8 CLASS PERIOD should be adjusted accordingly.

9 **F. Violations for Untimely Payment of Wages**

10 38. Pursuant to California Labor Code section 204, PLAINTIFF and the
11 CALIFORNIA CLASS members were entitled to timely payment of wages during their
12 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
13 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
14 meal period premium wages, and rest period premium wages within permissible time period.

15 **G. Unlawful Rounding Violations**

16 39. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
17 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
18 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
19 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and
20 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
21 undercompensated for all of their time worked. As a result, DEFENDANT was able to and did in
22 fact unlawfully, and unilaterally round the time recorded in DEFENDANT'S timekeeping system
23 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
24 employees for all their time worked, including the applicable overtime compensation for overtime
25 worked. As a result, PLAINTIFF, and other CALIFORNIA CLASS Members, from time to time,
26 forfeited compensation for their time worked by working without their time being accurately
27 recorded and without compensation at the applicable overtime rates.

1 40. Further, the mutability of DEFENDANT’S timekeeping system and unlawful
2 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members’ time
3 being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding
4 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
5 as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
6 duty meal break. Additionally, DEFENDANT’S unlawful rounding policy and practice caused
7 PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT
8 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

9 **H. Unreimbursed Business Expenses**

10 41. DEFENDANT as a matter of corporate policy, practice, and procedure,
11 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
12 and the CALIFORNIA CLASS for required business expenses incurred by the PLAINTIFF and
13 other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf
14 of DEFENDANT. Under California Labor Code Section 2802, employers are required to
15 indemnify employees for all expenses incurred in the course and scope of their employment. Cal.
16 Lab. Code § 2802 expressly states that “an employer shall indemnify his or her employee for all
17 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
18 of his or her duties, or of his or her obedience to the directions of the employer, even though
19 unlawful, unless the employee, at the time of obeying the directions, believed them to be
20 unlawful.”

21 42. In the course of their employment, DEFENDANT required PLAINTIFF and other
22 CALIFORNIA CLASS Members to use their personal cell phones as a result of and in furtherance
23 of their job duties as employees for DEFENDANT. But for the use of their own personal cell
24 phones, PLAINTIFF and the CALIFORNIA CLASS Members could not complete their essential
25 job duties. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
26 CALIFORNIA CLASS Members for their use of their personal cell phones. As a result, in the
27 course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA
28

1 CLASS Members incurred unreimbursed business expenses, but were not limited to, costs related
2 to the use of their personal cellular phones, all on behalf of and for the benefit of DEFENDANT.

3 43. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
4 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
5 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
7 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
8 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
9 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
10 the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and
11 on-duty during what was supposed to be his off-duty meal periods. PLAINTIFF therefore
12 forfeited meal and rest breaks without additional compensation and in accordance with
13 DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided
14 PLAINTIFF with a paystub that failed to comply with Cal. Lab. Code § 226. To date,
15 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
16 compensation still owed to him, or any penalty wages owed to him under Cal. Lab. Code § 203.
17 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
\$75,000.

18 **I. CLASS ACTION ALLEGATIONS**

19 44. PLAINTIFF brings the First through Eighth Causes of Action as a class action
20 pursuant to California Code of Civil Procedure § 382 on behalf of all persons who are or
21 previously were employed by Defendant Clean Earth and/or Defendant Harsco in California and
22 classified as non-exempt employees ("CALIFORNIA CLASS") during the period beginning
23 November 28, 2020 and ending on a date determined by the Court ("CLASS PERIOD").

24 45. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been
25 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
26 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
27 illegal meal and rest period policies, failed compensate for off-the-clock work, failure to provide
28

1 accurate itemized wage statements, failure to maintain required records, and interest, statutory
2 and civil penalties, attorney's fees, costs, and expenses.

3 46. The members of the class are so numerous that joinder of all class members is
4 impractical.

5 47. Common questions of law and fact regarding DEFENDANT's conduct, including
6 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to
7 accurately calculate the regular rate of pay for overtime compensation, failure to accurately
8 calculate the regular rate of compensation for missed meal and rest period premiums, failing to
9 provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure
10 to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least
11 minimum wage and overtime, exist as to all members of the class and predominate over any
12 questions affecting solely any individual members of the class. Among the questions of law and
13 fact common to the class are:

- 14 a. Whether DEFENDANT maintained legally compliant meal period policies and
15 practices;
- 16 b. Whether DEFENDANT maintained legally compliant rest period policies and
17 practices;
- 18 c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
19 Members accurate premium payments for missed meal and rest periods;
- 20 d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
21 Members accurate overtime wages;
- 22 e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS
23 Members at least minimum wage for all hours worked;
- 24 f. Whether DEFENDANT issued legally compliant wage statements;
- 25 g. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA
26 CLASS Members for required business expenses;

1 h. Whether DEFENDANT committed an act of unfair competition by systematically
2 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
3 CLASS for all time worked;

4 i. Whether DEFENDANT committed an act of unfair competition by systematically
5 failing to record all meal and rest breaks missed by PLAINTIFF and other
6 CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit
7 of this work, required employees to perform this work and permits or suffers to
8 permit this work;

9 j. Whether DEFENDANT committed an act of unfair competition in violation of the
10 UCL, by failing to provide the PLAINTIFF and the other members of the
11 CALIFORNIA CLASS with the legally required meal and rest periods.

12 48. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as
13 a result of DEFENDANT's conduct and actions alleged herein.

14 49. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has
15 the same interests as the other members of the class.

16 50. PLAINTIFF will fairly and adequately represent and protect the interests of the
17 CALIFORNIA CLASS Members.

18 51. PLAINTIFF retained able class counsel with extensive experience in class action
19 litigation.

20 52. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
21 interests of the other CALIFORNIA CLASS Members.

22 53. There is a strong community of interest among PLAINTIFF and the members of
23 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
24 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
25 sustained.

26 54. The questions of law and fact common to the CALIFORNIA CLASS Members
27 predominate over any questions affecting only individual members, including legal and factual
28 issues relating to liability and damages.

55. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

56. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

57. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

58. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

1 59. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
2 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
3 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
4 as follows:

5 Any person who engages, has engaged, or proposes to engage in unfair competition
6 may be enjoined in any court of competent jurisdiction. The court may make such
7 orders or judgments, including the appointment of a receiver, as may be necessary
8 to prevent the use or employment by any person of any practice which constitutes
9 unfair competition, as defined in this chapter, or as may be necessary to restore to
any person in interest any money or property, real or personal, which may have
been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code §
17203).

10 60. By the conduct alleged herein, DEFENDANT has engaged and continues to
11 engage in a business practice which violates California law, including but not limited to, the
12 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
13 including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198,
14 and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal.
15 Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
16 constitute unfair competition, including restitution of wages wrongfully withheld.

17 61. By the conduct alleged herein, DEFENDANT’s practices were unlawful and unfair
18 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
19 or substantially injurious to employees, and were without valid justification or utility for which
20 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
21 Business & Professions Code, including restitution of wages wrongfully withheld.

22 62. By the conduct alleged herein, DEFENDANT’s practices were deceptive and
23 fraudulent in that DEFENDANT’s uniform policy and practice failed to provide the legally
24 mandated meal and rest periods and the required amount of compensation for missed meal and
25 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
26 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
27 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
28 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

1 63. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
2 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
3 other members of the CALIFORNIA CLASS to be underpaid during their employment with
4 DEFENDANT.

5 64. By the conduct alleged herein, DEFENDANT's practices were also unfair and
6 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
7 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
8 as required by Cal. Lab. Code §§ 226.7 and 512.

9 65. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
10 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
11 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
12 each workday in which a second off-duty meal period was not timely provided for each ten (10)
13 hours of work.

14 66. PLAINTIFF further demands on behalf of himself and on behalf of each
15 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
16 not timely provided as required by law.

17 67. By and through the unlawful and unfair business practices described herein,
18 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
19 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
20 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
21 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
22 to unfairly compete against competitors who comply with the law.

23 68. All the acts described herein as violations of, among other things, the Industrial
24 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
25 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
26 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
27 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*
28

1 69. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
2 and do, seek such relief as may be necessary to restore to them the money and property which
3 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
4 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
5 business practices, including earned but unpaid wages for all time worked.

6 70. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
7 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
8 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
9 engaging in any unlawful and unfair business practices in the future.

10 71. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
11 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
12 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
13 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
14 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
15 and economic harm unless DEFENDANT is restrained from continuing to engage in these
16 unlawful and unfair business practices.

17 **SECOND CAUSE OF ACTION**

18 **Failure To Pay Minimum Wages**

19 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1.)**

20 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

21 72. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
22 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
23 Complaint.

24 73. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
25 for DEFENDANT'S willful and intentional violations of the California Labor Code and the
26 Industrial Welfare Commission requirements for DEFENDANT'S failure to accurately calculate
27 and pay minimum wages to PLAINTIFF and the CALIFORNIA CLASS Members.

1 74. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
2 policy, an employer must timely pay its employees for all hours worked.

3 75. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
4 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
5 the minimum so fixed is unlawful.

6 76. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
7 including minimum wage compensation and interest thereon, together with the costs of suit.

8 77. DEFENDANT maintained a uniform wage practice of paying PLAINTIFF and the
9 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
10 worked. As set forth herein, DEFENDANT'S uniform policy and practice was to unlawfully and
11 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS.

13 78. DEFENDANT'S uniform pattern of unlawful wage and hour practices manifested,
14 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
15 implementing a uniform policy and practice that denied accurate compensation to PLAINTIFF
16 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

17 79. In committing these violations of the California Labor Code, DEFENDANT
18 inaccurately calculated the amount of time worked and consequently underpaid the actual time
19 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
20 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
21 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
22 laws and regulations.

23 80. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
24 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
25 minimum wage compensation for their time worked for DEFENDANT.

26 81. During the CLASS PERIOD, PLAINTIFF and the other members of the
27 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
28 failure to pay all earned wages.

1 82. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
2 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
3 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
4 suffered and will continue to suffer an economic injury in amounts which are presently unknown
5 to them, and which will be ascertained according to proof at trial.

6 83. DEFENDANT knew or should have known that PLAINTIFF and the other
7 members of the CALIFORNIA CLASS are under-compensated for their time worked.
8 DEFENDANT systematically elected, either through intentional malfeasance or gross
9 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
10 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
11 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
12 for their time worked.

13 84. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
15 and provide them with the requisite compensation, DEFENDANT acted and continues to act
16 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
18 consequences to them, and with the despicable intent of depriving them of their property and legal
19 rights, and otherwise causing them injury in order to increase company profits at the expense of
20 these employees.

21 85. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
22 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
23 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
24 California Labor Code and/or other applicable statutes. To the extent minimum wage
25 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
26 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
27 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
28 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS

Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

THIRD CAUSE OF ACTION

Failure To Pay Overtime Compensation

(Cal. Lab. Code §§ 510, 1194 and 1198)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

86. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

87. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

88. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

89. Cal. Lab. Code § 510 further provides that employees in California shall not be employed more than eight (8) hours per workday and more than forty (40) hours per workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

90. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage and overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

91. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members were required by DEFENDANT to work for DEFENDANT and were not paid for all the time they worked, including overtime work.

1 92. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
2 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
3 implementing a uniform policy and practice that failed to accurately record overtime worked by
4 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
5 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
6 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
7 (12) hours in a workday, and/or forty (40) hours in any workweek.

8 93. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
10 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
11 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
12 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
13 regulations.

14 94. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
15 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
16 compensation for overtime worked.

17 95. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
18 from the overtime requirements of the law. None of these exemptions are applicable to the
19 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
20 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
21 agreement that would preclude the causes of action contained herein this Complaint. Rather,
22 PLAINTIFF brings this Action on behalf of himself, and the CALIFORNIA CLASS based on
23 DEFENDANT's violations of non- negotiable, non-waivable rights provided by the State of
24 California.

25 96. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
27 constituting a failure to pay all earned wages.
28

1 97. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of
2 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
3 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
4 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
5 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
6 evidenced by DEFENDANT's business records and witnessed by employees.

7 98. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all
9 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA
10 CLASS have suffered and will continue to suffer an economic injury in amounts which are
11 presently unknown to them, and which will be ascertained according to proof at trial.

12 99. DEFENDANT knew or should have known that PLAINTIFF and the other
13 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
14 DEFENDANT systematically elected, either through intentional malfeasance or gross
15 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
16 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
17 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

18 100. In performing the acts and practices herein alleged in violation of California labor
19 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
20 worked and provide them with the requisite overtime compensation, DEFENDANT acted and
21 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
22 members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights,
23 or the consequences to them, and with the despicable intent of depriving them of their property
24 and legal rights, and otherwise causing them injury in order to increase company profits at the
25 expense of these employees.

26 101. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
27 request recovery of all unpaid wages, including overtime wages, according to proof, interest,
28 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a

1 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
2 minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS
3 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
4 Code §§ 201 and/or 202, and therefore these employees would also be entitled to waiting time
5 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
6 CALIFORNIA CLASS Members. DEFENDANT's conduct as alleged herein was willful,
7 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
8 Members are entitled to seek and recover statutory costs.

9 **FOURTH CAUSE OF ACTION**

10 **Failure To Provide Required Meal Periods**

11 **(Cal. Lab. Code §§ 226.7 & 512)**

12 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

13 102. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and
14 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
15 Complaint.

16 103. During the CLASS PERIOD, DEFENDANT failed to provide all the legally
17 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS Members as
18 required by the applicable Wage Order and Labor Code. The nature of the work performed by
19 PLAINTIFF and CALIFORNIA CLASS Members did not prevent these employees from being
20 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
21 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were often not
22 fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's
23 failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with legally required
24 meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business
25 records. Further, DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS
26 Members with a second off-duty meal period in some workdays in which these employees were
27 required by DEFENDANT to work ten (10) hours of work. As a result, PLAINTIFF and other
28

1 members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation
2 and in accordance with DEFENDANT's strict corporate policy and practice.

3 104. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
4 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
5 who were not provided a meal period, in accordance with the applicable Wage Order, one
6 additional hour of compensation at each employee's regular rate of pay for each workday that a
7 meal period was not provided.

8 105. As a proximate result of the aforementioned violations, PLAINTIFF and
9 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
10 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

11 **FIFTH CAUSE OF ACTION**

12 **Failure To Provide Required Rest Periods**

13 **(Cal. Lab. Code §§ 226.7 & 512)**

14 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

15 106. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
16 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
17 Complaint.

18 107. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were
19 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
20 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
21 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
22 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
23 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
24 PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour
25 wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
26 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
27 DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate
28 PLAINTIFF and CALIFORNIA CLASS Members for their rest periods as required by the

1 applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide
2 PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest
3 periods is evidenced by DEFENDANT's business records.

4 108. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
5 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members
6 who were not provided a rest period, in accordance with the applicable Wage Order, one
7 additional hour of compensation at each employee's regular rate of pay for each workday that rest
8 period was not provided.

9 109. As a proximate result of the aforementioned violations, PLAINTIFF and
10 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
11 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

12 **SIXTH CAUSE OF ACTION**

13 **Failure To Provide Accurate Itemized Statements**

14 **(Cal. Lab. Code §§ 226)**

15 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

16 110. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

18 111. Cal. Labor Code § 226 provides that an employer must furnish employees with an
19 "accurate itemized" statement in writing showing:

- 20 a. Gross wages earned,
- 21 b. total hours worked by the employee, except for any employee whose compensation
22 is solely based on a salary and who is exempt from payment of overtime under
23 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
24 Commission,
- 25 c. the number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis,
- 27 d. all deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item,

- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

112. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. In addition, DEFENDANT, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four

1 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA
2 CLASS herein).

3 **SEVENTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code §§ 203)**

6 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

7 113. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 114. Cal. Lab. Code § 200 provides that:

11 As used in this article:

- 12 (d) "Wages" includes all amounts for labor performed by employees of every
13 description, whether the amount is fixed or ascertained by the standard of time,
14 task, piece, Commission basis, or other method of calculation.
15 (e) "Labor" includes labor, work, or service whether rendered or performed under
16 contract, subcontract, partnership, station plan, or other agreement if the to be
17 paid for is performed personally by the person demanding payment.

18 115. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
19 an employee, the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 116. Cal. Lab. Code § 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or her
23 employment, his or her wages shall become due and payable not later than 72 hours
24 thereafter, unless the employee has given 72 hours previous notice of his or her intention
25 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
26 Notwithstanding any other provision of law, an employee who quits without providing a
27 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
28 designates a mailing address. The date of the mailing shall constitute the date of payment
for purposes of the requirement to provide payment within 72 hours of the notice of
quitting.

117. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
Members' employment contract.

118. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
quits, the wages of the employee shall continue as a penalty from the due date thereof at

1 the same rate until paid or until an action therefor is commenced; but the wages shall not
2 continue for more than 30 days.

3 119. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
4 terminated, and DEFENDANT has not tendered payment of wages to these employees who were
5 underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as
6 required by law.

7 120. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
8 members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand
9 up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all
10 employees who terminated employment during the CLASS PERIOD and demand an accounting
11 and payment of all wages due, plus interest and statutory costs as allowed by law.

12 **EIGHTH CAUSE OF ACTION**

13 **Failure To Reimburse Employees For Required Expenses**

14 **(Cal. Lab. Code §§ 2802)**

15 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

16 121. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 122. Cal. Lab. Code § 2802 provides, in relevant part, that:

20 An employer shall indemnify his or her employee for all necessary expenditures or losses
21 incurred by the employee in direct consequence of the discharge of his or her duties, or of
22 his or her obedience to the directions of the employer, even though unlawful, unless the
23 employee, at the time of obeying the directions, believed them to be unlawful

24 123. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
25 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
26 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
27 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of the
28 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to
using their personal cellular phone all on behalf of and for the benefit of DEFENDANT.
Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by
DEFENDANT to use their personal cell phones to execute their essential job duties on behalf of

1 DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse
2 PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using
3 their personal cellular phones for DEFENDANT within the course and scope of their employment
4 for DEFENDANT. These expenses were necessary to complete their principal job duties.
5 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of their expectation.
6 Although these expenses were necessary expenses incurred by PLAINTIFF and the members of
7 the CALIFORNIA CLASS, DEFENDANT failed to indemnify and reimburse PLAINTIFF and
8 the members of the CALIFORNIA CLASS for these expenses as an employer is required to do
9 under the laws and regulations of California.

10 124. PLAINTIFF therefore demands reimbursement on behalf of the members of the
11 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
12 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with interest
13 at the statutory rate and costs under Cal. Lab. Code § 2802.

14 **NINTH CAUSE OF ACTION**

15 **For Civil Penalties Pursuant to Private Attorneys General Act ("PAGA")**

16 **[Cal. Lab. Code §§ 2698, et seq.]**

17 **(By PLAINTIFF and AGGRIEVED EMPLOYEES and Against All DEFENDANTS)**

18 125. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
19 herein, the prior paragraphs of this Complaint.

20 126. PAGA is a mechanism by which the State of California itself can enforce state
21 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
22 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
23 fundamentally a law enforcement action designed to protect the public and not to benefit private
24 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means
25 of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting
26 PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved
27 employees, acting as private attorneys general to recover civil penalties for Labor Code violations
28 ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

1 127. PLAINTIFF brings this Representative Action on behalf of the State of California
2 with respect to himself and all other current and former non-exempt employees employed by
3 Defendant Clean Earth and/or Defendant Harsco during the time period of June 9, 2021, until the
4 present (the AGGRIEVED EMPLOYEES”).

5 128. At all relevant times, for the reasons described herein, and others, PLAINTIFF and
6 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANT within the
7 meaning of Labor Code Section 2699(c).

8 129. Labor Code Sections 2699(a) and (g) authorize an AGGRIEVED EMPLOYEE,
9 like PLAINTIFF, on behalf of himself and other current or former employees, to bring a civil
10 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

11 130. PLAINTIFF complied with the procedures for bringing suit specified in Labor
12 Code Section 2699.3. By certified letter, return receipt requested, dated June 9, 2022,
13 PLAINTIFF gave written notice to the Labor and Workforce Development Agency (“LWDA”)
14 and to DEFENDANT of the specific provisions of the Labor Code alleged to have been violated,
15 including the facts and theories to support the alleged violations. (See Exhibit #1.)

16 131. As of the date of this complaint, more than sixty-five (65) days after serving the
17 LWDA with notice of DEFENDANT’S violations, the LWDA has not provided any notice by
18 certified mail of its intent to investigate the DEFENDANT’S alleged violations as mandated by
19 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
20 2699.3(a)(2)A, PLAINTIFF may commence and is authorized to pursue this cause of action.

21 132. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
22 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
23 Labor Code Section 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
24 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, and 2804
25 in the following amounts:

- 26 a. For violation of Labor Code Sections 201, 202, 203, and 204, one
27 hundred dollars (\$100) for each AGGRIEVED EMPLOYEE per
28 pay period for the initial violation and two hundred dollars (\$200)

for AGGRIEVED EMPLOYEE per pay period for each subsequent violation [penalty per Labor Code Section 2699(f)(2)];

- b. For violations of Labor Code Section 226(a), a civil penalty in the amount of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for any initial violation and one thousand dollars for each subsequent violation [penalty per Labor Code Section 226.3];
- c. For violations of Labor Code Sections 204, a civil penalty in the amount of one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 210];
- d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED EMPLOYEE for the initial violation and hundred dollars (\$100) for each underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 558];
- e. For violations of Labor Code Section 2269(a), a civil penalty in the amount of two hundred fifty dollars (\$250) per AGGRIEVED EMPLOYEE per violation in an initial citation and one thousand dollars (\$1,000) per AGGRIEVED EMPLOYEE for each subsequent violation [penalty per Labor Code Section 226.3];
- f. For violations of Labor Code Section 1174(d), a civil penalty in the amount of five hundred (\$500) dollars for per AGGRIEVED EMPLOYEE [penalty per Labor Code Section 1174.5].
- g. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199, a civil penalty in the amount of one hundred dollars (\$100) per AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred dollars fifty (\$250) per AGGRIEVED

1 EMPLOYEE per pay period for each subsequent violation [penalty
2 per Labor Code Section].

3 133. For all provisions of the Labor Code for which civil penalty is not specifically
4 provided, Labor Code § 2699(f) imposes upon Defendant a penalty of one hundred dollars (\$100)
5 for each AGGRIEVED EMPLOYEE per pay period for the initial violation and two hundred
6 dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period for each subsequent violation.
7 PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to an award of reasonable
8 attorney's fees and costs in connection with their claims for civil penalties pursuant to Labor Code
9 Section 2699(g)(1).

10 134. To the extent that any of the conduct and violations alleged herein did not affect
11 PLAINTIFF period of June 9, 2021 until the present, PLAINTIFF seeks penalties for those
12 violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.*
13 (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018) 23
14 Cal. App. 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by at least
15 one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code
16 violations committed by that employer."], Emphasis added, reh'g denied (June 13, 2018).)

17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and
19 severally, as follows:

20 1. On behalf of the CALIFORNIA CLASS:

- 21 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
23 b. An order temporarily, preliminarily and permanently enjoining and restraining
24 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
25 c. An order requiring DEFENDANT to pay all overtime wages and all sums
26 unlawfully withheld from compensation due to PLAINTIFF and the other members
27 of the CALIFORNIA CLASS; and
28 d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund

1 for restitution of the sums incidental to DEFENDANT's violations due to
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

3 2. On behalf of the CALIFORNIA CLASS:

- 4 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
5 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
6 to Cal. Code of Civ. Proc. § 382;
- 7 b. Compensatory damages, according to proof at trial, including compensatory
8 damages for overtime compensation and separately owed rest periods, due to
9 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the
10 applicable CLASS PERIOD plus interest thereon at the statutory rate;
- 11 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
12 the applicable IWC Wage Order;
- 13 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
14 which a violation occurs and one hundred dollars (\$100) per each member of the
15 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
16 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
17 violation of Cal. Lab. Code § 226
- 18 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
19 penalty from the due date thereof at the same rate until paid or until an action
20 therefore is commenced, in accordance with Cal. Lab. Code § 203.

21 3. On behalf of the State of California and with respect to all AGGRIEVED
22 EMPLOYEES:

- 23 a. Recovery of civil penalties as prescribe by the Labor Code Private Attorneys
24 General Act of 2004.

25 4. On all claims:

- 26 a. An award of interest, including prejudgment interest at the legal rate;
- 27 b. Such other and further relief as the Court deems just and equitable; and
- 28 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

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DATED: October 14, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: October 14, 2022

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFF

EXHIBIT 1



ZAKAY LAW GROUP
A PROFESSIONAL LAW CORPORATION

Client # 50501

June 9, 2022

Via Online Filing to LWDA and Certified Mail to Defendant
Labor and Workforce Development Agency
Online Filing

CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC.

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr. STE 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 6471

STERICYCLE, INC.

c/o C T Corporation System
330 N Brand Blvd. STE 700
Glendale, CA 91203

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 6488

HARSCO CORPORATION

c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr. STE 150N
Sacramento, CA 95833

Sent via Certified Mail and Return Receipt No. 7021 2720 0000 9972 6525

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff DORICK MAHEIA (“Plaintiff”), and other aggrieved employees in a proposed lawsuit against Defendants CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. (“Defendant Clean Earth”), STERICYCLE, INC. (“Defendant Stericycle”) and HARSCO CORPORATION (“Defendant Harsco”) (collectively “Defendants”). Plaintiff was employed by Defendants in California from October of 2016 to January of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence, Plaintiff contend that Defendants failed to fully compensate him and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiff contends that Defendants’ conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2,

226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt and exempt employees who worked for Defendant Clean Earth and/or Defendant Stericycle and/or Defendant Harsco in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,



Shani O. Zakay
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

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Jackland K. Hom (State Bar #327243)
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JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
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Attorneys for Plaintiff DORICK MAHEIA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DORICK MAHEIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation;
STERICYCLE, INC., a Delaware corporation;
HARSCO CORPORATION, a Delaware
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE

ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;
8) FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN
VIOLATION OF CALIFORNIA LABOR
CODE §2802;
9) RETALIATION IN VIOLATION OF CAL.
LAB. CODE § 1102.5;
10) CONSTRUCTIVE DISCHARGE IN
VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

Plaintiff DORICK MAHEIA (“PLAINTIFF”), an individual, on behalf of himself and all other similarly situated current and former employees, alleges on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant CLEAN EARTH ENVIRONMENTAL SOLUTIONS, INC. (“Defendant Clean Earth”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant STERICYCLE, INC. (“Defendant Stericycle”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant HARSCO CORPORATION (“Defendant Harsco”) is a Delaware corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant Clean Earth, Stericycle, and Harsco were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF and by the company PLAINTIFF performed work for respectively and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS” and/or “DEFENDANT.”

5. Defendants Clean Earth, Stericycle, and Harsco offer an array of specialty waste treatment and disposal, including but not limited to hazardous and non-hazardous waste, and recycling solutions in California, including in Los Angeles County where PLAINTIFF worked.

6. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are

1 presently unknown to PLAINTIFF who therefore sues these DEFENDANT by such fictitious
2 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
3 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
4 ascertained. PLAINTIFF is informed and believes, and based upon that information and belief
5 alleges, that the DEFENDANT named in this Complaint, including DOES 1 through 50,
6 inclusive, (hereinafter collectively “DEFENDANTS” and/or “DEFENDANT”) are responsible
7 in some manner for one or more of the events and happenings that proximately caused the injuries
8 and damages hereinafter alleged.

9 7. The agents, servants, and/or employees of the DEFENDANT and each of them
10 acting on behalf of the DEFENDANT acted within the course and scope of his, her or its authority
11 as the agent, servant and/or employee of the Defendant, and personally participated in the conduct
12 alleged herein on behalf of the DEFENDANT with respect to the conduct alleged herein.
13 Consequently, the acts of each Defendant are legally attributable to the other DEFENDANT and
14 all DEFENDANT are jointly and severally liable to PLAINTIFF and the other members of the
15 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
16 Defendant’s agents, servants and/or employees.

17 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
18 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or
19 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
20 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
21 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
22 at all relevant times.

23 9. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
24 PLAINTIFF’s employer either individually or as an officer, agent, or employee of another person,
25 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
26 employee a wage less than the minimum fixed by California state law, and as such, are subject to
27 civil penalties for each underpaid employee.

28 10. PLAINTIFF was employed by DEFENDANT in California from October of 2016
to January of 2022 and at all times was classified by DEFENDANT as a non-exempt employee,

1 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of
2 minimum and overtime wages due for all time worked.

3 11. PLAINTIFF brings this Class Action on behalf of himself and a California class,
4 defined as all persons who are or previously were employed by Defendant Clean Earth and/or
5 Defendant Stericycle and/or Defendant Harsco in California and classified as non-exempt
6 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
7 prior to the filing of this Complaint and ending on the date as determined by the Court (the
8 "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA
9 CLASS Members is under five million dollars (\$5,000,000.00).

10 12. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
11 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
12 the CLASS PERIOD caused by DEFENDANT's uniform policy and practice which failed to
13 lawfully compensate these employees. DEFENDANT's uniform policy and practice alleged
14 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANT retained
15 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
16 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
17 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the
18 other members of the CALIFORNIA CLASS who have been economically injured by
19 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
20 relief.

21 13. DEFENDANT's uniform policies and practices alleged herein were unlawful,
22 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
23 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.

24 14. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an
25 injunction enjoining such conduct by DEFENDANT in the future, relief for the named
26 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
27 injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
28 equitable relief.

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1 **A. Meal Period Violations**

2 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
3 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
4 meaning the time during which an employee is subject to the control of an employer, including
5 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
6 PERIOD, DEFENDANT required PLAINTIFF and CALIFORNIA CLASS Members to work
7 without paying them for all the time they were under DEFENDANT's control. Specifically, as a
8 result of PLAINTIFF's demanding work requirements and DEFENDANT'S understaffing,
9 DEFENDANT required PLAINTIFF to work during what was supposed to be PLAINTIFF's off-
10 duty meal break. Indeed, there were many days where PLAINTIFF did not even receive a partial
11 lunch. As a result, the PLAINTIFF and other CALIFORNIA CLASS Members forfeited
12 minimum wage and overtime wages by regularly working without their time being accurately
13 recorded and without compensation at the applicable minimum wage and overtime rates.
14 DEFENDANT's uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
15 CLASS Members for all time worked is evidenced by DEFENDANT's business records.

16 19. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
17 requirements and DEFENDANT's inadequate staffing practices, PLAINTIFF and other
18 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off-
19 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
20 other CALIFORNIA CLASS Members were required from time to time to perform work as
21 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
22 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
23 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which
24 DEFENDANT required these employees to work ten (10) hours of work from time to time. The
25 nature of the work performed by PLAINTIFF and other CALIFORNIA CLASS Members does
26 not qualify for limited and narrowly construed "on-duty" meal period exception. When they were
27 provided with meal periods, PLAINTIFF and other CALIFORNIA CLASS Members were, from
28 time to time, required to remain on premises, on duty, and on call. PLAINTIFF and other

1 CALIFORNIA CLASS Members therefore forfeited meal breaks without additional
2 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

3 **B. Rest Period Violations**

4 20. From time-to-time during the CLASS PERIOD, PLAINTIFF and other
5 CALIFORNIA CLASS members were also required from time to time to work in excess of four
6 (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work
7 requirements and DEFENDANT's inadequate staffing. Further, for the same reasons these
8 employees were denied their first rest periods of at least ten (10) minutes for some shifts worked
9 of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
10 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and
11 a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
12 hours or more from time to time. When they were provided with rest breaks, PLAINTIFF and
13 other CALIFORNIA CLASS Members were, from time to time, required to remain on premises,
14 on duty and/or on call. PLAINTIFF and other CALIFORNIA CLASS Members were also not
15 provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules and
16 DEFENDANT's inadequate staffing, PLAINTIFF and other CALIFORNIA CLASS Members
17 were from time to time denied their proper rest periods by DEFENDANT and DEFENDANT's
18 managers.

19 **C. Wage Statement Violations**

20 21. California Labor Code Section 226 requires an employer to furnish its employees
21 an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked,
22 (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net
23 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
24 of the employee and only the last four digits of the employee's social security number or an
25 employee identification number other than a social security number, (8) the name and address of
26 the legal entity that is the employer and, (9) all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate by the employee.
28

22. From time to time during the CLASS PERIOD, when PLAINTIFF and other CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, among other things, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods.

23. In addition, DEFENDANT, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.

24. As a result, DEFENDANT issued PLAINTIFF and the other members of the CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT's violations are knowing and intentional, were not isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

25. During the CLASS PERIOD, from time-to-time DEFENDANT failed and continue to fail to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours worked.

26. During the CLASS PERIOD, from time-to-time DEFENDANT required PLAINTIFF and other members of the CALIFORNIA CLASS to undergo COVID-19 health screenings while off-the-clock. This resulted in PLAINTIFF and other members of the CALIFORNIA CLASS to have to work while off-the-clock.

27. DEFENDANT directed and directly benefited from the uncompensated off-the-clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

28. DEFENDANT controlled the work schedules, duties, protocols, applications, assignments, and employment conditions of PLAINTIFF and the other members of the CALIFORNIA CLASS.

1 29. DEFENDANT was able to track the amount of time PLAINTIFF and the other
2 members of the CALIFORNIA CLASS spent undergoing COVID-19 health screenings; however,
3 DEFENDANT failed to document, track, or pay PLAINTIFF and the other members of the
4 CALIFORNIA CLASS all wages earned and owed for all time spent under DEFENDANT's
5 control.

6 30. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-
7 exempt employees, subject to the requirements of the California Labor Code.

8 31. DEFENDANT's policies and practices deprived PLAINTIFF and the other
9 members of the CALIFORNIA CLASS of all minimum, regular, overtime, and double time wages
10 owed for the off-the-clock work activities. Because PLAINTIFF and the other members of the
11 CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight (8)
12 hours per day, DEFENDANT's policies and practices also deprived them of overtime pay.

13 32. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

15 33. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
16 forfeited wages due them for all hours worked at DEFENDANT's direction, control and benefit
17 for the time spent working while off-the-clock. DEFENDANT's uniform policy and practice to
18 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked
19 in accordance with applicable law is evidenced by DEFENDANT's business records.

20 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**

21 **Sick Pay**

22 34. From time-to-time during the CLASS PERIOD, DEFENDANT failed and
23 continue to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
24 members for their overtime and double time hours worked, meal and rest period premiums, and
25 sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members forfeited wages
26 due them for working overtime without compensation at the correct overtime and double time
27 rates, meal and rest period premiums, and sick pay rates. DEFENDANT's uniform policy and
28 practice to not pay the CALIFORNIA CLASS members the correct rate for all overtime and

1 double time worked, meal and rest period premiums, and sick pay in accordance with applicable
2 law is evidenced by DEFENDANT's business records.

3 35. State law provides that employees must be paid overtime at one-and-one-half times
4 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
5 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
6 employee's performance.

7 36. The second component of PLAINTIFF's and other CALIFORNIA CLASS
8 Members' compensation was DEFENDANT's non-discretionary incentive program that paid
9 PLAINTIFF and other CLASS Members incentive wages based on their performance for
10 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
11 basis with bonus compensation when the employees met the various performance goals set by
12 DEFENDANTS.

13 37. However, from time-to-time, when calculating the regular rate of pay, in those pay
14 periods where PLAINTIFF and other CALIFORNIA CLASS Members worked overtime, double
15 time, paid meal and rest period premium payments, and/or sick pay, and earned this non-
16 discretionary bonus or incentive, DEFENDANTS failed to accurately include the non-
17 discretionary bonus compensation and/or incentive and/or shift differential paid as part of the
18 employees' "regular rate of pay" and/or calculated all hours worked rather than just all non-
19 overtime hours worked. Management and supervisors described the incentive/bonus program to
20 potential and new employees as part of the compensation package. As a matter of law, the
21 incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS Members
22 must be included in the "regular rate of pay." The failure to do so has resulting in a systematic
23 underpayment of overtime and double time compensation, meal and rest period premiums, and
24 redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS Members by
25 DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid sick time
26 for non-employees shall be calculated in the same manner as the regular rate of pay for the
27 workweek in which the non-exempt employee uses paid sick time, whether or not the employee
28 actually works overtime in that workweek. DEFENDANT's conduct, as articulated herein, by

1 failing to include the incentive compensation as part of the “regular rate of pay” for purposes of
2 sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is
3 recoverable under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

4 38. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
6 matter of company policy, practice, and procedure, intentionally and knowingly failed to
7 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
8 of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
9 This uniform policy and practice of DEFENDANT is intended to purposefully avoid the payment
10 of the correct overtime and double time compensation, meal and rest period premiums, and sick
11 pay as required by California law which allowed DEFENDANT to illegally profit and gain an
12 unfair advantage over competitors who complied with the law. To the extent equitable tolling
13 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANT, the
14 CLASS PERIOD should be adjusted accordingly.

15 **F. Violations for Untimely Payment of Wages**

16 39. Pursuant to California Labor Code section 204, PLAINTIFF and the
17 CALIFORNIA CLASS members were entitled to timely payment of wages during their
18 employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not
19 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
20 meal period premium wages, and rest period premium wages within permissible time period.

21 **G. Unlawful Rounding Violations**

22 40. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place
23 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
24 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
25 overtime hours. Specifically, DEFENDANT had in place an unlawful rounding policy and
26 practice that resulted in PLAINTIFF and CALIFORNIA CLASS Members being
27 undercompensated for all of their time worked. As a result, DEFENDANT was able to and did in
28 fact unlawfully, and unilaterally round the time recorded in DEFENDANT’S timekeeping system

1 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
2 employees for all their time worked, including the applicable overtime compensation for overtime
3 worked. As a result, PLAINTIFF, and other CALIFORNIA CLASS Members, from time to time,
4 forfeited compensation for their time worked by working without their time being accurately
5 recorded and without compensation at the applicable overtime rates.

6 41. Further, the mutability of DEFENDANT’S timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members’ time
8 being inaccurately recorded. As a result, from time to time, DEFENDANT’S unlawful rounding
9 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work
10 as ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
11 duty meal break. Additionally, DEFENDANT’S unlawful rounding policy and practice caused
12 PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT
13 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

14 **H. Unreimbursed Business Expenses**

15 42. DEFENDANT as a matter of corporate policy, practice, and procedure,
16 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
17 and the CALIFORNIA CLASS for required business expenses incurred by the PLAINTIFF and
18 other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf
19 of DEFENDANT. Under California Labor Code Section 2802, employers are required to
20 indemnify employees for all expenses incurred in the course and scope of their employment. Cal.
21 Lab. Code § 2802 expressly states that “an employer shall indemnify his or her employee for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
23 of his or her duties, or of his or her obedience to the directions of the employer, even though
24 unlawful, unless the employee, at the time of obeying the directions, believed them to be
25 unlawful.”

26 43. In the course of their employment, DEFENDANT required PLAINTIFF and other
27 CALIFORNIA CLASS Members to use their personal cell phones as a result of and in furtherance
28 of their job duties as employees for DEFENDANT. But for the use of their own personal cell

1 phones, PLAINTIFF and the CALIFORNIA CLASS Members could not complete their essential
2 job duties. However, DEFENDANT unlawfully failed to reimburse PLAINTIFF and other
3 CALIFORNIA CLASS Members for their use of their personal cell phones. As a result, in the
4 course of their employment with DEFENDANT, the PLAINTIFF and other CALIFORNIA
5 CLASS Members incurred unreimbursed business expenses, but were not limited to, costs related
6 to the use of their personal cellular phones, all on behalf of and for the benefit of DEFENDANT.

7 44. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
8 off duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
9 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
10 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
11 provide PLAINTIFF with a second off-duty meal period each workday in which he was required
12 by DEFENDANT to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
13 with a rest break, they required PLAINTIFF to remain on the premises, on-duty and on-call, for
14 the rest break. DEFENDANTS' policy caused PLAINTIFF to remain on premises, on-call and
15 on-duty during what was supposed to be his off-duty meal periods. PLAINTIFF therefore
16 forfeited meal and rest breaks without additional compensation and in accordance with
17 DEFENDANTS' strict corporate policy and practice. Moreover, DEFENDANTS also provided
18 PLAINTIFF with a paystub that failed to comply with Cal. Lab. Code § 226. To date,
19 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
20 compensation still owed to him, or any penalty wages owed to him under Cal. Lab. Code § 203.
21 The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
22 \$75,000.

22 **I. Plaintiff's Individual Claims**

23 45. PLAINTIFF was employed by DEFENDANT in California from October of 2016
24 to January of 2022.

25 46. Throughout his employment with DEFENDANT, PLAINTIFF retaliated against
26 and treated unfairly by DEFENDANT and its agents, all in retaliation against PLAINTIFF for
27 engaging in various protected activities.
28

1 47. At various times throughout PLAINTIFF'S employment with DEFENDANTS,
2 PLAINTIFF made multiple safety complaints about DEFENDANT'S dangerous and unsafe work
3 conditions. Specifically, PLAINTIFF complained to DEFENDANT about extreme heat
4 conditions, as well as unsafe work conditions as they related to PLAINTIFF'S work with
5 hazardous waste. However, PLAINTIFF'S complaints fell on deaf ears and DEFENDANT failed
6 to address those complaints or correct the unsafe work conditions.

7 48. Further, at various times throughout PLAINTIFF'S employment, PLAINTIFF
8 complained to DEFENDANT about various California Labor Code violations, including but not
9 limited to, not getting paid for all hours worked and not getting legally-compliant meal and rest
10 periods. Similarly, PLAINTIFF'S complaints fell on deaf ears and DEFENDANT failed to
11 address PLAINTIFF'S complaints.

12 49. Thereafter, instead of rectifying PLAINTIFF'S complaints, DEFENDANT
13 engaged in retaliatory acts against PLAINTIFF, including subjecting PLAINTIFF to emotional
14 and verbal abuse.

15 50. PLAINTIFF is informed and believes, and upon such information and belief
16 alleges, that, during PLAINTIFF's employment with DEFENDANT and at the time of his
17 termination, DEFENDANT engaged in a pattern and practice of retaliating against PLAINTIFF
18 for reporting unsafe workplace and Labor Code violations.

19 51. PLAINTIFF is informed and believes, and upon such information and belief
20 alleges that, DEFENDANTS forced him to resign for reasons that violate public policy.

21 52. PLAINTIFF is informed and believes, and upon such information and belief
22 alleges that, DEFENDANTS intentionally created or knowingly permitted these working
23 conditions, including but not limited to, retaliation on the basis of PLAINTIFF engaging in a
24 protected activity by reporting unsafe workplace and Labor Code violations.

25 53. PLAINTIFF is informed and believes, and upon such information and belief
26 alleges that, DEFENDANT'S retaliatory practices were so intolerable that a reasonable person in
27 PLAINTIFF'S position would have had no reasonable alternative except to resign.

28 54. PLAINTIFF is informed and believes, and upon such information and belief
alleges that he was harmed as a result of being forced to resign and that the retaliatory practices

of DEFENDANTS were a substantial factor in causing PLAINTIFF’S harm.

J. CLASS ACTION ALLEGATIONS

55. PLAINTIFF brings the First through Eighth Causes of Action as a class action pursuant to California Code of Civil Procedure § 382 on behalf of all persons who are or previously were employed by Defendant Clean Earth and/or Defendant Stericycle and/or Defendant Harsco in California and classified as non-exempt employees (“CALIFORNIA CLASS”) during the period beginning four years prior to the filing of the Complaint and ending on a date determined by the Court (“CLASS PERIOD”).

56. PLAINTIFF and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

57. The members of the class are so numerous that joinder of all class members is impractical.

58. Common questions of law and fact regarding DEFENDANT’s conduct, including but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failing to provide legally compliant meal and rest periods, failed to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;

- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFF and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT issued legally compliant wage statements;
- g. Whether DEFENDANT failed to compensate PLAINTIFF and the CALIFORNIA CLASS Members for required business expenses;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

59. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

60. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

61. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

1 62. PLAINTIFF retained able class counsel with extensive experience in class action
2 litigation.

3 63. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
4 interests of the other CALIFORNIA CLASS Members.

5 64. There is a strong community of interest among PLAINTIFF and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

9 65. The questions of law and fact common to the CALIFORNIA CLASS Members
10 predominate over any questions affecting only individual members, including legal and factual
11 issues relating to liability and damages.

12 66. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,
14 since the damages suffered by individual members of the class may be relatively small, the
15 expense and burden of individual litigation makes it practically impossible for the members of the
16 class individually to redress the wrongs done to them. Without class certification and
17 determination of declaratory, injunctive, statutory, and other legal questions within the class
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
19 create the risk of:

- 20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,
23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.

67. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

68. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

69. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

70. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

71. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 72. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which
4 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business & Professions Code, including restitution of wages wrongfully withheld.

6 73. By the conduct alleged herein, DEFENDANT's practices were deceptive and
7 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
8 mandated meal and rest periods and the required amount of compensation for missed meal and
9 rest periods and, due to a systematic business practice that cannot be justified, pursuant to the
10 applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal.
11 Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief,
12 pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

13 74. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
14 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
15 other members of the CALIFORNIA CLASS to be underpaid during their employment with
16 DEFENDANT.

17 75. By the conduct alleged herein, DEFENDANT's practices were also unfair and
18 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
19 legally required meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members
20 as required by Cal. Lab. Code §§ 226.7 and 512.

21 76. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
22 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
23 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
24 each workday in which a second off-duty meal period was not timely provided for each ten (10)
25 hours of work.

26 77. PLAINTIFF further demands on behalf of himself and on behalf of each
27 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
28 not timely provided as required by law.

1 78. By and through the unlawful and unfair business practices described herein,
2 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
4 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
5 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
6 to unfairly compete against competitors who comply with the law.

7 79. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

12 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
13 and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
16 business practices, including earned but unpaid wages for all time worked.

17 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
19 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
20 engaging in any unlawful and unfair business practices in the future.

21 82. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
22 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
26 and economic harm unless DEFENDANT is restrained from continuing to engage in these
27 unlawful and unfair business practices.

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1 90. In committing these violations of the California Labor Code, DEFENDANT
2 inaccurately calculated the amount of time worked and consequently underpaid the actual time
3 worked by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANT acted
4 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of
5 the California Labor Code, the Industrial Welfare Commission requirements and other applicable
6 laws and regulations.

7 91. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANT.

10 92. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 93. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have
16 suffered and will continue to suffer an economic injury in amounts which are presently unknown
17 to them, and which will be ascertained according to proof at trial.

18 94. DEFENDANT knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS are under-compensated for their time worked.
20 DEFENDANT systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice
22 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages
24 for their time worked.

25 95. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANT acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 96. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
6 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
7 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
8 California Labor Code and/or other applicable statutes. To the extent minimum wage
9 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
10 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
11 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
12 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
13 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good
14 faith. Further, PLAINTIFF and other CALIFORNIA CLASS Members are entitled to seek and
15 recover statutory costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 510, 1194 and 1198)**

19 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

20 97. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 98. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim
24 for DEFENDANT's willful and intentional violations of the California Labor Code and the
25 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
26 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
27 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.
28

1 99. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
2 public policy, an employer must timely pay its employees for all hours worked.

3 100. Cal. Lab. Code § 510 further provides that employees in California shall not be
4 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
5 unless they receive additional compensation beyond their regular wages in amounts specified by
6 law.

7 101. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
8 including minimum wage and overtime compensation and interest thereon, together with the costs
9 of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
10 than those fixed by the Industrial Welfare Commission is unlawful.

11 102. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS Members
12 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
13 they worked, including overtime work.

14 103. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
16 implementing a uniform policy and practice that failed to accurately record overtime worked by
17 PLAINTIFF and other CALIFORNIA CLASS Members and denied accurate compensation to
18 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked,
19 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
20 (12) hours in a workday, and/or forty (40) hours in any workweek.

21 104. In committing these violations of the California Labor Code, DEFENDANT
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
23 PLAINTIFF and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
26 regulations.

1 105. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 the PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full
3 compensation for overtime worked.

4 106. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to the
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS were not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of himself, and the CALIFORNIA CLASS based on
10 DEFENDANT's violations of non- negotiable, non-waivable rights provided by the State of
11 California.

12 107. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS have been paid less for overtime worked that they are entitled to,
14 constituting a failure to pay all earned wages.

15 108. DEFENDANT failed to accurately pay the PLAINTIFF and the other members of
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
18 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
19 and did in fact work, overtime as to which DEFENDANT failed to accurately record and pay as
20 evidenced by DEFENDANT's business records and witnessed by employees.

21 109. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
22 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for all
23 overtime worked by these employees, PLAINTIFF and the other members of the CALIFORNIA
24 CLASS have suffered and will continue to suffer an economic injury in amounts which are
25 presently unknown to them, and which will be ascertained according to proof at trial.

26 110. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all overtime worked.
28 DEFENDANT systematically elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
2 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for overtime worked.

4 111. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all overtime
6 worked and provide them with the requisite overtime compensation, DEFENDANT acted and
7 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
8 members of the CALIFORNIA CLASS with a conscious and utter disregard for their legal rights,
9 or the consequences to them, and with the despicable intent of depriving them of their property
10 and legal rights, and otherwise causing them injury in order to increase company profits at the
11 expense of these employees.

12 112. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore
13 request recovery of all unpaid wages, including overtime wages, according to proof, interest,
14 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a
15 sum as provided by the California Labor Code and/or other applicable statutes. To the extent
16 minimum and/or overtime compensation is determined to be owed to the CALIFORNIA CLASS
17 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
18 Code §§ 201 and/or 202, and therefore these employees would also be entitled to waiting time
19 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
20 CALIFORNIA CLASS Members. DEFENDANT's conduct as alleged herein was willful,
21 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
22 Members are entitled to seek and recover statutory costs.

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116. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

117. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

118. From time to time, PLAINTIFF and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS Members were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFF and CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

119. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 120. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code §§ 226)**

9 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

10 121. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

12 122. Cal. Labor Code § 226 provides that an employer must furnish employees with an
13 "accurate itemized" statement in writing showing:

- 14 a. Gross wages earned,
- 15 b. total hours worked by the employee, except for any employee whose compensation
16 is solely based on a salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
18 Commission,
- 19 c. the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis,
- 21 d. all deductions, provided that all deductions made on written orders of the employee
22 may be aggregated and shown as one item,
- 23 e. net wages earned,
- 24 f. the inclusive dates of the period for which the employee is paid,
- 25 g. the name of the employee and his or her social security number, except that by
26 January 1, 2008, only the last four digits of his or her social security number of an
27 employee identification number other than social security number may be shown
28 on the itemized statement,

- 1 h. the name and address of the legal entity that is the employer, and
2 i. all applicable hourly rates in effect during the pay period and the corresponding
3 number of hours worked at each hourly rate by the employee.

4 123. From time to time during the CLASS PERIOD, when PLAINTIFF and other
5 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurate missed
6 meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also failed
7 to provide PLAINTIFF and other CALIFORNIA CLASS Members with complete and accurate
8 wage statements which failed to show, among other things, the total hours worked and all
9 applicable hourly rates in effect during the pay period and the corresponding amount of time
10 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
11 periods. In addition, DEFENDANT, from time to time, failed to provide PLAINTIFF and the
12 CALIFORNIA CLASS Members with wage statements that comply with Cal. Lab. Code § 226.
13 DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing
14 injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These
15 damages include, but are not limited to, costs expended calculating the correct wages for all
16 missed meal and rest breaks and the amount of employment taxes which were not properly paid
17 to state and federal tax authorities. These damages are difficult to estimate. Therefore,
18 PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated
19 damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and
20 one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab.
21 Code § 226, in an amount according to proof at the time of trial (but in no event more than four
22 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA
23 CLASS herein).

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code §§ 203)**

4 **(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

5 124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 125. Cal. Lab. Code § 200 provides that:

9 As used in this article:

- 10 (d) "Wages" includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, Commission basis, or other method of calculation.
13 (e) "Labor" includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the to be
15 paid for is performed personally by the person demanding payment.

16 126. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges
17 an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately."

19 127. Cal. Lab. Code § 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her intention
23 to quit, in which case the employee is entitled to his or her wages at the time of quitting.
24 Notwithstanding any other provision of law, an employee who quits without providing a
25 72-hour notice shall be entitled to receive payment by mail if he or she so requests and
26 designates a mailing address. The date of the mailing shall constitute the date of payment
27 for purposes of the requirement to provide payment within 72 hours of the notice of
28 quitting.

29 128. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
30 Members' employment contract.

31 129. Cal. Lab. Code § 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in accordance with
33 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who
34 quits, the wages of the employee shall continue as a penalty from the due date thereof at
35 the same rate until paid or until an action therefor is commenced; but the wages shall not
36 continue for more than 30 days.

130. The employment of PLAINTIFF and many CALIFORNIA CLASS Members terminated, and DEFENDANT has not tendered payment of wages to these employees who were underpaid for minimum wage and/or overtime wage, and/or missed meal and rest breaks, as required by law.

131. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the members of the CALIFORNIA CLASS whose employment has terminated, PLAINTIFF demand up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees For Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged By PLAINTIFF and the CALIFORNIA CLASS against all Defendants)

132. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

133. Cal. Lab. Code § 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful

134. From time-to-time during the CLASS PERIOD, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using their personal cellular phone all on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFF and the members of the CALIFORNIA CLASS were required by DEFENDANT to use their personal cell phones to execute their essential job duties on behalf of DEFENDANT. DEFENDANT's uniform policy, practice and procedure was to not reimburse

1 PLAINTIFF and the members of the CALIFORNIA CLASS for expenses resulting from using
2 their personal cellular phones for DEFENDANT within the course and scope of their employment
3 for DEFENDANT. These expenses were necessary to complete their principal job duties.
4 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of their expectation.
5 Although these expenses were necessary expenses incurred by PLAINTIFF and the members of
6 the CALIFORNIA CLASS, DEFENDANT failed to indemnify and reimburse PLAINTIFF and
7 the members of the CALIFORNIA CLASS for these expenses as an employer is required to do
8 under the laws and regulations of California.

9 135. PLAINTIFF therefore demands reimbursement on behalf of the members of the
10 CALIFORNIA CLASS for expenditures or losses incurred in the discharge their job duties and
11 on behalf of DEFENDANT, or his/her obedience to the directions of DEFENDANT, with interest
12 at the statutory rate and costs under Cal. Lab. Code § 2802.

13 **NINTH CAUSE OF ACTION**

14 **RETALIATION - Cal. Lab. Code §§1102.5 and 6310, and Government Code § 12900, *et seq.***
15 **(Alleged by PLAINTIFF and against all Defendants)**

16 136. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
17 herein, the prior paragraphs of this Complaint.

18 137. At all relevant times, Labor Code section 1102.5 was in effect and was binding on
19 DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee,
20 including PLAINTIFF, for raising complaints of illegality and/or belief that the employee may
21 disclose illegality.

22 138. At all relevant times, Government Code section 12900 was in effect and was binding
23 on DEFENADNT. This statute prohibits DEFENDANT from committing unlawful employment
24 practices, including retaliating against PLAINTIFF for seeking to exercise rights guaranteed under
25 FEHA, participating in protected activities, and/or opposing DEFENDANT'S failure to provide
26 such rights.

27 139. PLAINTIFF raised complaints of illegality while he worked for DEFENDANT, and
28 DEFENDANT retaliated against him by taking adverse employment actions including constructive
discharge of PLAINTIFF'S employment.

1 140. As a proximate result of DEFENDANT’S willful, knowing, and intentional
2 violation(s) of Labor Code section 1102.5 and Government Code section 12900, PLAINTIFF has
3 suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and
4 anguish, all to his damage in a sum according to proof.

5 141. As a result of DEFENDANT’S adverse employment actions against PLAINTIFF,
6 PLAINTIFF has suffered general and special damages in sums according to proof.

7 142. DEFENDANT’S misconduct was committed intentionally, in a malicious,
8 oppressive manner, and fraudulent manner, entitling PLAINTIFF to punitive damages against
9 DEFENDANT.

10 **TENTH CAUSE OF ACTION**

11 **CONSTRUCTIVE DISCHARGE IN VIOLATION OF PUBLIC POLICY**

12 **(Alleged by PLAINTIFF and against all Defendants)**

13 143. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
14 herein, the prior paragraphs of this Complaint.

15 144. PLAINTIFF’s wrongful termination on or about January 6, 2022 was for a
16 pretextual reason(s) to disguise DEFENDANT’s unlawful employment practices directed at
17 PLAINTIFF.

18 145. Within the State of California there exists a substantial and fundamental public
19 policy, set forth in the California Government Code §12900 et seq., which forbids retaliation and
20 wrongful termination. Unlawful harassment includes the right to be free from unwanted, offensive
21 harassment, and the right to protest such conduct without fear of retaliation or further harm. This
22 public policy of the state is one that benefits the public at large and guarantees the rights of an
23 employee to perform their work free from harassment/discrimination/retaliation.

24 146. The motivating reason(s) for PLAINTIFF’s termination was PLAINTIFF’s
25 complaints, protests and/or resistance thereof, and complaints regarding the working conditions
26 and Labor Code violations as described herein. PLAINTIFF’s discharge from his position of
27 employment was in violation of the public policies of the State of California.
28

147. As a result of DEFENDANT's actions, PLAINTIFF has suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

148. In doing the acts herein alleged, DEFENDANT acted with malice and oppression, and with a conscious disregard of PLAINTIFF's rights, and PLAINTIFF is entitled to exemplary and punitive damages from DEFENDANT in an amount to be determined to punish DEFENDANT and to deter such wrongful conduct in the future.

149. PLAINTIFF was harmed by DEFENDANT'S wrongful and illegal termination of her employment.

150. The wrongful termination of the employment of PLAINTIFF was and is a substantial factor causing harm to PLAINTIFF.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

c. An order requiring DEFENDANT to pay all overtime wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant

1 to Cal. Code of Civ. Proc. § 382;

- 2 b. Compensatory damages, according to proof at trial, including compensatory
3 damages for overtime compensation and separately owed rest periods, due to
4 PLAINTIFF and the other members of the CALIFORNIA CLASS, during the
5 applicable CLASS PERIOD plus interest thereon at the statutory rate;
- 6 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
7 the applicable IWC Wage Order;
- 8 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
9 which a violation occurs and one hundred dollars (\$100) per each member of the
10 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
11 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
12 violation of Cal. Lab. Code § 226
- 13 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
14 penalty from the due date thereof at the same rate until paid or until an action
15 therefore is commenced, in accordance with Cal. Lab. Code § 203.

16 3. On PLAINTIFF'S individual claims:

- 17 a. For all special damages which were sustained as a result of DEFENDANTS'
18 conduct, including but not limited to, back pay, front pay, lost compensation and job
19 benefits that PLAINTIFF would have received but for the practices of
20 DEFENDANTS.
- 21 b. For all exemplary damages, according to proof, which were sustained as a result of
22 DEFENDANTS' conduct
- 23 c. An award of interest, including prejudgment interest at the legal rate.
- 24 d. Such other and further relief as the Court deems just and equitable.
- 25 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.

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1 4. On all claims:

- 2 a. An award of interest, including prejudgment interest at the legal rate;
3 b. Such other and further relief as the Court deems just and equitable; and
4 c. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
5

6 DATED: June 9, 2022

ZAKAY LAW GROUP, APLC

7
8 By: 
9 Shani O. Zakay
10 Attorney for PLAINTIFF

11
12 **DEMAND FOR A JURY TRIAL**

13
14 PLAINTIFF demands a jury trial on issues triable to a jury.

15 DATED: June 9, 2022

ZAKAY LAW GROUP, APLC

16
17 By: 
18 Shani O. Zakay
19 Attorney for PLAINTIFF
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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, or on the front if space permits.

1. Article Addressed to:

Stericycle, Inc.
c/o CT Corporation System
330 N Brand Blvd., Ste 700
Glendale, CA 91203



9590 9402 7412 2055 9630 00

2. Article Number (Transfer from service label)

7021 2720 0000 9972 6488

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

JUN 14 2022

Delivery Service
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3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
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1. Article Addressed to:

Harsco Corporation
c/o CSC Lawyers Incorp Service
2710 Gateway Oaks Dr., Ste 150N
Sacramento, CA 95833



9590 9402 7412 2055 9629 97

2. Article Number (Transfer from service label)

7021 2720 0000 9972 6525

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

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A. Signature

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☐ Agent☐ Addressee

B. Received by (Print Name)

A/A/O CSC CRAME

C. Date of Delivery

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

6/10/22 Mahdia 002-342

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
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Domestic Return Receipt

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- 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, or on the front if space permits.

1. Article Addressed to:

Clean Earth Environmental
Solutions, Inc.
c/o CSC - Lawyers Incorp. Service
2710 Gateway Oaks Dr. Ste 150N
Sacramento, CA 95833



9590 9402 7412 2055 9630 17

2. Article Number (Transfer from service label)

7021 2720 0000 9972 6471

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A. Signature

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☐ Agent☐ Addressee

B. Received by (Print Name)

A/A/O CSC CRAME

C. Date of Delivery

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

6/10/22 Mahdia 002-342

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
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- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

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