

1 **Matthew S. Parmet** (CSB # 296742)

2 [matt@parmet.law](mailto:matt@parmet.law)

3 **PARMET PC**

4 340 S. Lemon Ave., #1228

5 Walnut, CA 91789

6 phone 310 928 1277

7 **Attorneys for Plaintiffs**

8 **UNITED STATES DISTRICT COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **EASTERN DIVISION**

11 **MOISES MADRIZ and RODNEY**  
12 **ULLOA, individually and on behalf of all**  
13 **others similarly situated,**

14 **Plaintiffs,**

15 **vs.**

16 **PEPSICO, INC.; NAKED JUICE CO.;**  
17 **NAKED JUICE CO. OF GLENDORA,**  
18 **INC.; TROPICANA PRODUCTS, INC.;**  
19 **TROPICANA SERVICES, INC.; and**  
20 **DOES #1 through #50, inclusive,**

21 **Defendants.**

22 **Case No. 5:22-cv-00549**

23 **Plaintiffs' Original Class and Collective**  
24 **Action Complaint for Damages**

- 25 1. Failure to pay overtime compensation (Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*)
- 26 2. Failure to pay wages (CAL. LAB. CODE §§ 510, 1194, 1194.5; IWC Wage Orders)
- 27 3. Violations of record keeping requirements (CAL. LAB. CODE § 226)
- 28 4. Waiting time penalties (CAL. LAB. CODE § 203)
- 29 5. Violation of Unfair Competition Law (CAL. BUS. & PROF. CODE §§ 17200, *et seq.*)
- 30 6. Civil penalties under the Private Attorneys General Act of 2004 (CAL. LAB. CODE §§ 2698, *et seq.*)

31 **SUMMARY**

32 1. Like many other companies across the United States, Defendants' timekeeping and payroll systems were affected by the hack of Kronos in 2021.

33 2. That hack led to problems in timekeeping and payroll throughout Defendants' organizations.

PARMET PC

PARMET PC

1 3. As a result, Defendants' workers who were not exempt from the overtime  
2 requirements under federal and state law, were not paid for all overtime hours worked or were  
3 not paid their proper overtime premium after the onset of the Kronos hack.

4 4. Moises Madriz and Rodney Ulloa are each such workers for Defendants.

5 5. Defendants could have easily implemented a system to accurately record time  
6 and properly pay hourly and non-exempt employees until issues related to the hack were  
7 resolved.

8 6. But they didn't. Instead, Defendants did not pay their non-exempt hourly and  
9 salaried employees their full overtime premium for all overtime hours worked, as required by  
10 federal and California law.

11 7. Defendants pushed the cost of the Kronos hack onto the most economically  
12 vulnerable people in their workforce.

13 8. Defendants made the economic burden of the Kronos hack fall on front-line  
14 workers—average Americans—who rely on the full and timely payment of their wages to make  
15 ends meet.

16 9. Defendants' failure to pay proper wages for all hours worked, including  
17 overtime hours, violates the Fair Labor Standards Act (FLSA), 29 U.S.C. § 201, *et seq.* and  
18 applicable state law.

19 10. Madriz and Ulloa bring this lawsuit to recover these unpaid wages and other  
20 damages owed by Defendants to him and Defendants' similar workers, who were the ultimate  
21 victims of not just the Kronos hack, but Defendants' decision to make their own workforce  
22 bear the economic burden for the hack.

23 **JURISDICTION & VENUE**

24 11. This Court has original subject matter jurisdiction pursuant to 28 U.S.C. § 1331  
25 because this action involves a federal question under the FLSA. 29 U.S.C. § 216(b).

26 12. The Court has supplemental jurisdiction over any state law sub-classes pursuant  
27 to 28 U.S.C. § 1367.

1 13. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because a  
2 substantial part of the events at issue occurred in this District.

3 14. Madriz and Ulloa worked for Defendants in this District.

4 **PARTIES**

5 15. **Plaintiff Moises Madriz** is a natural person.

6 16. Madriz was, at all relevant times, an employee of Defendants.

7 17. Madriz began working for Defendants in October 2020.

8 18. Madriz's written consent is attached as Exhibit 1.

9 19. **Plaintiff Rodney Ulloa** is a natural person.

10 20. Ulloa was, at all relevant times, an employee of Defendants.

11 21. Ulloa began working for Defendants in February 2017.

12 22. Ulloa's written consent is attached as Exhibit 2.

13 23. Madriz and Ulloa represent several groups of similarly situated Defendants  
14 workers.

15 24. Madriz represents a collective of similarly situated workers under the FLSA  
16 pursuant to 29 U.S.C. § 216(b). This "Naked Juice FLSA Collective" is defined as:

17 **All current or former hourly and salaried employees of Naked Juice**  
18 **who were non-exempt under the FLSA and who worked for Naked**  
19 **Juice in the United States at any time since the onset of the Kronos**  
20 **ransomware attack, on or about December 11, 2021, to the present.**

21 25. Ulloa represents a collective of similarly situated workers under the FLSA  
22 pursuant to 29 U.S.C. § 216(b). This "Tropicana FLSA Collective" is defined as:

23 **All current or former hourly and salaried employees of Tropicana**  
24 **who were non-exempt under the FLSA and who worked for**  
25 **Tropicana in the United States at any time since the onset of the**  
26 **Kronos ransomware attack, on or about December 11, 2021, to the**  
27 **present.**

28 26. Madriz and Ulloa represent a class of similarly situated employees under  
29 California law pursuant to Federal Rule of Civil Procedure 23. This "California Class" is  
30 defined as:

PARMET PC

1           **All current or former hourly and salaried employees of PepsiCo, Inc.,**  
2           **including its subsidiaries and alter egos such as Naked Juice and**  
3           **Tropicana, who were non-exempt under California law and who**  
4           **worked for Defendants in California at any time since the onset of**  
5           **the Kronos ransomware attack, on or about December 11, 2021, to**  
6           **the present.**

7           27. Together, throughout this Complaint, the Naked Juice and Tropicana FLSA  
8           Collective members and California Class members are referred to as the “Similarly Situated  
9           Workers.”

10          28. **Defendant PepsiCo, Inc. (“PepsiCo”)** is an foreign corporation.

11          29. PepsiCo does business in a systematic and continuous manner throughout  
12          California and this District.

13          30. PepsiCo may be served by service upon its registered agent, **CT Corporation**  
14          **System, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203**, or by any other method allowed  
15          by law.

16          31. **Defendant Naked Juice Co.** is an foreign corporation.

17          32. Naked Juice Co. does business in a systematic and continuous manner  
18          throughout California and this District.

19          33. Naked Juice Co. may be served by service upon its registered agent, **CT**  
20          **Corporation System, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203**, or by any other  
21          method allowed by law.

22          34. **Defendant Naked Juice Co. of Glendora, Inc.** is an foreign corporation.

23          35. Naked Juice Co. of Glendora, Inc. does business in a systematic and  
24          continuous manner throughout California and this District.

25          36. Naked Juice Co. of Glendora, Inc. may be served by service upon its registered  
26          agent, **CT Corporation System, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203**, or by  
27          any other method allowed by law.

28          37. Together, throughout this Complaint, Naked Juice Co. and Naked Juice Co. of  
29          Glendora, Inc. are referred to jointly as “Naked Juice.”

30          38. **Defendant Tropicana Products, Inc.** is an foreign corporation.

PARMET PC

PARMET PC

1 39. Tropicana Products, Inc. does business in a systematic and continuous manner  
2 throughout California and this District.

3 40. Tropicana Products, Inc. may be served by service upon its registered agent,  
4 **CT Corporation System, 1200 S. Pine Island Rd., Plantation, FL 33324**, or by any other  
5 method allowed by law.

6 41. **Defendant Tropicana Services, Inc.** is an foreign corporation.

7 42. Tropicana Services, Inc. does business in a systematic and continuous manner  
8 throughout California and this District.

9 43. Tropicana Services, Inc. may be served by service upon its registered agent, **CT**  
10 **Corporation System, 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203**, or by any other  
11 method allowed by law.

12 44. Together, throughout this Complaint, Tropicana Products, Inc. and Tropicana  
13 Services, Inc. are referred to jointly as “Tropicana.”

14 45. At all relevant times, PepsiCo exerted operational control over its subsidiaries  
15 and alter egos.

16 46. At all relevant times, PepsiCo substantially controlled the terms and conditions  
17 of employment for workers of its subsidiaries and alter egos.

18 47. At all relevant times, PepsiCo had a common control and management of labor  
19 relations regarding employees of its subsidiaries and alter egos.

20 48. PepsiCo employed and/or jointly employed, with its subsidiaries and alter egos,  
21 Madriz and the Similarly Situated Workers.

22 49. PepsiCo and its respective subsidiaries and alter egos, like Naked Juice and  
23 Tropicana, are joint employers for purposes of the FLSA. See 29 C.F.R. § 791.2.

24 50. PepsiCo and its respective subsidiaries and alter egos, like Naked Juice and  
25 Tropicana, are joint employers for purposes of the California law.

26 51. Madriz and Ulloa are informed and believe and on that basis allege, that at all  
27 relevant times Defendants and Defendants Does #1 through #50 were affiliated, and each

# Explore Litigation Insights

Docket Alarm provides insights to develop a more informed litigation strategy and the peace of mind of knowing you're on top of things.

## Real-Time Litigation Alerts



Keep your litigation team up-to-date with **real-time alerts** and advanced team management tools built for the enterprise, all while greatly reducing PACER spend.

Our comprehensive service means we can handle Federal, State, and Administrative courts across the country.

## Advanced Docket Research



With over 230 million records, Docket Alarm's cloud-native docket research platform finds what other services can't. Coverage includes Federal, State, plus PTAB, TTAB, ITC and NLRB decisions, all in one place.

Identify arguments that have been successful in the past with full text, pinpoint searching. Link to case law cited within any court document via Fastcase.

## Analytics At Your Fingertips



Learn what happened the last time a particular judge, opposing counsel or company faced cases similar to yours.

Advanced out-of-the-box PTAB and TTAB analytics are always at your fingertips.

## API

Docket Alarm offers a powerful API (application programming interface) to developers that want to integrate case filings into their apps.

## LAW FIRMS

Build custom dashboards for your attorneys and clients with live data direct from the court.

Automate many repetitive legal tasks like conflict checks, document management, and marketing.

## FINANCIAL INSTITUTIONS

Litigation and bankruptcy checks for companies and debtors.

## E-DISCOVERY AND LEGAL VENDORS

Sync your system to PACER to automate legal marketing.