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LUIS MARTINEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF RIVERSIDE**

LUIS MARTINEZ, individually and on  
behalf of others similarly situated, and as an  
aggrieved employee and Private Attorney  
General,

Plaintiff,

vs.

UNITED PRODUCTION FRAMING LLC a  
California limited liability company and  
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2503727

*Assigned for All Purposes to the Hon. Harold  
W. Hopp, Dept. 1*

**FIRST AMENDED CLASS ACTION AND  
REPRESENTATIVE ACTION  
COMPLAINT**

**DEMAND FOR TRIAL BY JURY**

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business &

**Professions Code § 17200, *et seq.***  
**(9) Violation of Cal. Labor Code § 2698,**  
***et seq.* (Private Attorneys General**  
**Act)**

1 Plaintiff LUIS MARTINEZ (“Plaintiff”), individually, on behalf of other members of the  
2 general public similarly situated, and as Private Attorney General, based upon facts that either  
3 have evidentiary support or are likely to have evidentiary support after a reasonable opportunity  
4 for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants UNITED PRODUCTION  
7 FRAMING LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as  
8 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties  
9 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal  
10 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to  
11 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time  
12 and payroll records, failure to reimburse necessary business-related expenses, failure to pay  
13 reporting wages, failure to pay prevailing wages, and failure to provide potable water and  
14 handwashing materials.

15 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on  
16 behalf of himself and similarly situated current and former employees of Defendants (hereinafter  
17 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph  
18 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages  
19 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court  
20 and will be established according to proof at trial.

21 3. Plaintiff’s Ninth Cause of Action is brought solely as a representative action, and  
22 solely as a Private Attorney General, on behalf of the State of California for all aggrieved  
23 employees, including himself and other aggrieved employees of Defendants against whom a  
24 violation of the same provision was committed (hereinafter collectively referred to as the  
25 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*  
26 *Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18, 2024); and  
27 *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff is an aggrieved  
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1 employee against whom the alleged violations occurred. The civil penalties sought by Plaintiff  
2 exceed the minimal jurisdiction limits of the Superior Court and will be established according to  
3 proof at trial.

4 4. The Court has jurisdiction over this action pursuant to the California Constitution,  
5 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes”  
6 except those given by statute to other courts. The statutes under which this action is brought do  
7 not specify any other basis for jurisdiction.

8 5. This Court has jurisdiction over Defendants because, upon information and belief,  
9 Defendants are citizens of California, have sufficient minimum contacts in California, or  
10 otherwise intentionally avail themselves of the California market so as to render the exercise of  
11 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
12 substantial justice.

13 6. Venue is proper in this Court because, upon information and belief, Defendants  
14 maintain offices, have agents, and/or transact business in the State of California, County of  
15 Riverside.

### 16 **PARTIES**

17 7. Plaintiff LUIS MARTINEZ is an individual residing in the County of San Diego,  
18 State of California. Plaintiff is not suing in his individual capacity with respect to his Ninth Cause  
19 of Action. Instead, he is proceeding therein solely under the PAGA, on behalf of the State of  
20 California for all aggrieved employees. Plaintiff is an Aggrieved Employee as defined under  
21 PAGA because he was employed by Defendant and suffered the labor code violations alleged  
22 herein.

23 8. Defendant UNITED PRODUCTION FRAMING LLC is, and at all times herein  
24 mentioned was, a limited liability company organized and existing under the laws of the State of  
25 California and registered to do business in the state of California.

26 9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,  
27 and therefore sues these defendants by such fictitious names. The Doe defendants may be  
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1 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,  
2 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,  
3 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at  
4 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and  
5 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this  
6 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and  
7 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in  
8 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged  
9 were proximately caused by its conduct. UNITED PRODUCTION FRAMING LLC and Doe  
10 Defendants 1 through 50 are collectively referred to herein as "Defendants."

11 10. Defendants are and at all times herein mentioned were, (a) conducting business in  
12 the County of Riverside, State of California, and (b) the employer of Plaintiff consistent with the  
13 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

14 11. Plaintiff further alleges that Defendants, directly or indirectly controlled or  
15 affected the working conditions, wages, working hours, and conditions of employment of  
16 Plaintiff, the Class, and the Aggrieved Employees, so as to make each of said Defendants  
17 employers and employers jointly liable under the statutory provisions set forth herein.

18 **CLASS ACTION ALLEGATIONS**

19 12. Plaintiff brings the First through Eighth Causes of Action as a class action on his  
20 own behalf and on behalf of all other members of the general public similarly situated, and, thus,  
21 seeks class certification under Code of Civil Procedure section 382.

22 13. The proposed class is defined as follows: All current and former non-exempt  
23 employees of any of the Defendants within the State of California at any time commencing four  
24 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified  
25 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

26 14. Plaintiff reserves the right to establish other subclasses as appropriate.

27 15. The Class is ascertainable and there is a well-defined community of interest in the  
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litigation:

- a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.
- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

1           16.       There are common questions of law and fact as to the Class that predominate over  
2 questions affecting only individual members. The following common questions of law or fact,  
3 among others, exist as to the members of the Class:

- 4           a.       Whether Defendants' failure to pay wages, without abatement, or reduction, in  
5                   accordance with the California Labor Code was willful;
- 6           b.       Whether Defendants had a corporate policy and practice of failing to pay Plaintiff  
7                   and the other Class Members for all hours worked, and missed, short, late or  
8                   interrupted meal periods and rest breaks in violation of California law;
- 9           c.       Whether Defendants required Plaintiff and the other Class Members to work more  
10                  than eight (8) hours per day and/or more than forty (40) hours per week and failed  
11                  to pay the legally required overtime compensation to Plaintiff and the other Class  
12                  Members;
- 13          d.       Whether Defendants deprived Plaintiff and the other Class Members of meal  
14                  and/or rest periods or required Plaintiff and the other Class Members to work  
15                  during meal and/or rest periods without compensation;
- 16          e.       Whether Defendants failed to pay meal period premium wages to Class Members  
17                  when they were not provided with a legally compliant meal period;
- 18          f.       Whether Defendants failed to pay rest period premium wages to Class Members  
19                  when they were not authorized and permitted to take legally compliant rest  
20                  periods;
- 21          g.       Whether Defendants failed to pay minimum wages to Plaintiff and the other Class  
22                  Members for all hours worked;
- 23          h.       Whether Defendants failed to pay Plaintiff and the other Class Members the  
24                  required minimum wage pursuant to California law;
- 25          i.       Whether Defendants failed to pay Plaintiff and the other Class Members proper  
26                  overtime compensation pursuant to California law;
- 27          j.       Whether Defendants failed to reimburse Plaintiff and the other Class Members  
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for all necessary business-related expenses and costs in violation of California Labor Code section 2802;

- k. Whether Defendants failed to pay reporting time wages in violation of the applicable IWC Wage Order;
- l. Whether Defendants unlawfully failed to pay prevailing wage for work performed on public works projects in violation of Labor Code sections 1771, 1774, and 1815;
- m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- n. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- o. Whether Defendants' conduct was with malice, fraud or oppression;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

### **GENERAL ALLEGATIONS**

17. Defendants are a framing contractor.

18. Defendants employed Plaintiff to work as a carpenter beginning approximately January 1, 2019.

19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendants had the authority to

1 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly  
2 control work rules, working conditions, wages, working hours, and conditions of employment of  
3 Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of  
4 Plaintiff, the Class, and the Aggrieved Employees.

5 21. At all times herein mentioned, Defendants were subject to the Labor Code of the  
6 State of California and the applicable Industrial Welfare Commission Orders.

7 22. Plaintiff is informed and believes and thereon alleges that Defendants engaged in  
8 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt  
9 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring  
10 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,  
11 thereby failing to pay them for all hours worked, including minimum and overtime wages.  
12 Defendants also implemented time rounding practices that resulted in the systematic  
13 underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees, including minimum  
14 and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class,  
15 and the Aggrieved Employees from accurately recording the actual time worked, resulting in a  
16 failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition,  
17 Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take  
18 timely and duty-free meal periods and rest periods in violation of California law. Defendants also  
19 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-  
20 related expenses, failed to pay reporting wages, failed to pay prevailing wages, and failed to  
21 provide potable water and handwashing materials.

22 23. Throughout the time period involved in this case, Defendants have implemented  
23 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees  
24 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,  
25 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish  
26 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,  
27 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable  
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1 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,  
2 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later  
3 than the end of their fifth hour of work and/or from taking a second thirty (30) minute  
4 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten  
5 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,  
6 the Class, and the Aggrieved Employees.

7       24.       Throughout the time period involved in this case, Defendants did not adequately  
8 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under  
9 California law. Moreover, Defendants systematically disregarded their own written policies  
10 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved  
11 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
12 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free  
13 meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through  
14 their meal periods, for which they were not compensated.

15       25.       Throughout the time period involved in this case, Defendants failed to pay  
16 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were  
17 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
18 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
19 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
20 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants  
21 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the  
22 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the  
23 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,  
24 short, late, and/or interrupted.

25       26.       Throughout the time period involved in this case, Defendants have implemented  
26 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from  
27 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and  
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1 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest  
2 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,  
3 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to  
4 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each  
5 work period.

6 27. Throughout the time period involved in this case, Defendants did not adequately  
7 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under  
8 California law. Moreover, Defendants systematically disregarded their own written policies  
9 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved  
10 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
11 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and  
12 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees  
13 to work through their rest periods.

14 28. Throughout the time period involved in this case, Defendants failed to pay  
15 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were  
16 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
17 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
18 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period  
19 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely  
20 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free  
21 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved  
22 Employees at their regular rate of pay when a rest period was missed, short, late and/or  
23 interrupted.

24 29. Throughout the time period involved in this case, Defendants regularly required  
25 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although  
26 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and  
27 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and  
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1 the Aggrieved Employees were regularly required to perform work off the clock for which they  
2 were not compensated.

3 30. Throughout the time period involved in this case, Defendants employed a time  
4 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,  
5 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all  
6 time worked.

7 31. Throughout the time period involved in this case, Defendants implemented policies  
8 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the  
9 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees  
10 all wages owed.

11 32. Throughout the time period involved in this case, Plaintiff, the Class, and the  
12 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a  
13 week.

14 33. Throughout the time period involved in this case, Defendants regularly failed to  
15 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when  
16 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single  
17 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a  
18 single work week. Defendants knew or should have known that Plaintiff, the Class, and the  
19 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that  
20 they were not receiving wages for overtime compensation.

21 34. Throughout the time period involved in this case, Defendants failed to pay  
22 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked  
23 based on regular rates of pay correctly calculated to include all applicable remuneration.

24 35. Throughout the time period involved in this case, Defendants regularly failed to  
25 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours  
26 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
27 Employees were entitled to receive at least minimum wages for all hours worked and that they  
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1 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay  
2 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved  
3 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the  
4 Class, and the Aggrieved Employees to perform work off the clock, implementing time rounding  
5 policies that resulted in the systematic underpayment of wages to Plaintiff, the Class, and the  
6 Aggrieved Employees.

7 36. Throughout the time period involved in this case, Defendants regularly failed to  
8 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible  
9 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew  
10 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to  
11 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved  
12 Employees did not receive payment of all wages, including overtime compensation, minimum  
13 wages, and meal and rest period premiums.

14 37. Throughout the time period involved in this case, Defendants regularly failed to  
15 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved  
16 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
17 Employees were entitled to receive complete and accurate wage statements in accordance with  
18 California law, but, in fact, they did not receive complete and accurate wage statements from  
19 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours  
20 worked, the actual gross wages earned, the correct rates of pay, net wages earned, and all  
21 applicable hourly rates.

22 38. Throughout the time period involved in this case, Defendants regularly failed to  
23 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.  
24 Defendants knew or should have known that Defendants were required to keep complete and  
25 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with  
26 California law, but, in fact, did not keep complete and accurate payroll records.

27 39. Throughout the time period involved in this case, Defendants regularly failed to  
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maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

40. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to gasoline, tools, drill bits, screwdrivers, nuts, washers, and uniform shirts. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

41. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved Employees were sometimes required by Defendants to report for work and did report for work, but were either not to put to work or were furnished with less than half of their usual or scheduled day's work. On such occasions, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees required reporting time wages for half their usual or scheduled day's work. Defendants also failed to pay Plaintiff, the Class, and the Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff, the Class, and the Aggrieved Employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

42. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved Employees were required to perform work on public works projects as defined by Labor Code section 1720. Despite the fact that Plaintiff, the Class, and the Aggrieved Employees were deemed to be employed on public works projects pursuant to Labor Code section 1772, Defendants failed to pay employees the correct general prevailing wage rate for work performed on such projects.

43. Throughout the time period involved in this case, Plaintiff and other Aggrieved Employees with an adequate supply of potable water, soap or other suitable cleansing agent, and single use towels for handwashing.

44. Throughout the time period involved in this case, Defendants knew or should have

1 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees  
2 pursuant to California law. Defendants had the financial ability to pay such compensation, but  
3 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the  
4 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase  
5 Defendants' profits.

6 45. California Labor Code section 218 states that nothing in Article 1 of the Labor  
7 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due  
8 to him [or her] under this article."

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 510 and 1198)**

11 **(Against All Defendants)**

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

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

18 48. Specifically, the applicable IWC Wage Order provides that Defendants are and  
19 were required to pay Plaintiff and the other Class Members employed by Defendants, and working  
20 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of  
21 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty  
22 (40) hours in a workweek.

23 49. The applicable IWC Wage Order further provides that Defendants are and were  
24 required to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation at a  
25 rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a  
26 day and for all hours worked in excess of eight (8) hours on the seventh day of work in a  
27 workweek.

50. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

51. During the relevant time period, Plaintiff and the other Class Members regularly worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

52. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and the other Class Members.

53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

## SECOND CAUSE OF ACTION

**(Violation of California Labor Code §§ 226.7 and 512(a))**

**(Against All Defendants)**

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

56. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code

1 section 512(a) provide that an employer may not require, cause or permit an employee to work  
2 for a work period of more than five (5) hours per day without providing the employee with a meal  
3 period of not less than thirty (30) minutes, except that if the total work period per day of the  
4 employee is no more than six (6) hours, the meal period may be waived by mutual consent of  
5 both the employer and employee.

6 59. At all relevant times, California Labor Code section 512(a) further provides that  
7 an employer may not require, cause or permit an employee to work for a work period of more  
8 than ten (10) hours per day without providing the employee with a second uninterrupted meal  
9 period of not less than thirty (30) minutes, except that if the total hours worked is no more than  
10 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and  
11 the employee only if the first meal period was not waived.

12 60. During the relevant time period, Plaintiff and the other Class Members who were  
13 scheduled to work for a period of time longer than six (6) hours, and who did not waive their  
14 legally-mandated meal periods by mutual consent, were required to work for periods longer than  
15 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

16 61. During the relevant time period, Plaintiff and the other Class Members who were  
17 scheduled to work for a period of time in excess of ten (10) hours were required to work for  
18 periods longer than ten (10) hours without a second uninterrupted meal period of not less than  
19 thirty (30) minutes.

20 62. During the relevant time period, Defendants intentionally and willfully required  
21 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that  
22 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class  
23 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

24 63. During the relevant time period, Defendants failed to pay Plaintiff and the other  
25 Class Members the full meal period premiums due pursuant to California Labor Code section  
26 226.7.

27 64. Defendants' conduct violates the applicable IWC Wage Order and California  
28

1 Labor Code sections 226.7 and 512(a).

2 65. Pursuant to the applicable IWC Wage Order and California Labor Code section  
3 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one  
4 additional hour of pay at the employee's regular rate of compensation for each work day that the  
5 meal period was not provided.

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7 ///

8 **THIRD CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against All Defendants)**

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

13 67. At all times herein set forth, the applicable IWC Wage Order and California Labor  
14 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by  
15 Defendants.

16 68. At all relevant times, California Labor Code section 226.7 provides that no  
17 employer shall require an employee to work during any rest period mandated by an applicable  
18 order of the California IWC.

19 69. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
20 employer shall authorize and permit all employees to take rest periods, which insofar as  
21 practicable shall be in the middle of each work period" and that the "rest period time shall be  
22 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
23 hours or major fraction thereof unless the total daily work time is less than three and one-half  
24 (3.5) hours."

25 70. During the relevant time period, Defendants required Plaintiff and other Class  
26 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest  
27 period per each four (4) hour period worked.

1           71.       During the relevant time period, Defendants willfully required Plaintiff and the  
2 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class  
3 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class  
4 Members to take uninterrupted, duty-free rest breaks.

5           72.       During the relevant time period, Defendants failed to pay Plaintiff and the other  
6 Class Members the full rest period premium due pursuant to California Labor Code section 226.7  
7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and  
8 other Class Members from taking uninterrupted rest periods.

9           73.       Defendants' conduct violates applicable IWC Wage Orders and California Labor  
10 Code section 226.7.

11          74.       Pursuant to the applicable IWC Wage Orders and California Labor Code section  
12 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one  
13 additional hour of pay at the employees' regular hourly rate of compensation for each work day  
14 that the rest period was not provided.

15                               **FOURTH CAUSE OF ACTION**

16                               **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

17                               **(Against All Defendants)**

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

20          76.       At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
21 provide that the minimum wage to be paid to employees and the payment of a lesser wage than  
22 the minimum so fixed is unlawful.

23          77.       During the relevant time period, Defendants regularly failed to pay minimum wage  
24 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections  
25 1194, 1197, and 1197.1.

26          78.       Defendants' failure to pay Plaintiff and the other Class Members the minimum  
27 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
28

1 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance  
2 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated  
3 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

4 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class  
5 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully  
6 unpaid and interest thereon.

7 ///

8 **FIFTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 204 and 210)**

10 **(Against All Defendants)**

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

13 81. At all times herein set forth, California Labor Code section 204 provides that all  
14 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any  
15 calendar month, other than those wages due upon termination of an employee, are due and payable  
16 between the 16th and 26th day of the month during which the labor was performed.

17 82. At all times herein set forth, California Labor Code section 204 provides that all  
18 wages earned by any person in any employment between the 16th and the last day, inclusive, of  
19 any calendar month, other than those wages due upon termination of an employee, are due and  
20 payable between the 1st and the 10th day of the following month.

21 83. At all times herein set forth, California Labor Code section 204 provides that all  
22 wages earned for labor in excess of the normal work period shall be paid no later than the payday  
23 for the next regular payroll period.

24 84. During the relevant time period, Defendants intentionally and willfully failed to  
25 pay Plaintiff and other Class Members all wages due to them, within any time period permissible  
26 under California Labor Code section 204.

27 85. Plaintiff and other Class Members are entitled to recover all available remedies for  
28

1 Defendant's violations of California Labor Code section 204, including statutory penalties  
2 pursuant to Labor Code section 210(b).

3 **SIXTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226(a))**

5 **(Against All Defendants)**

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

8 87. At all material times set forth herein, California Labor Code section 226(a)  
9 provides that every employer shall furnish each of his or her employees an accurate itemized  
10 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)  
11 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a  
12 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the  
13 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates  
14 of the period for which the employee is paid, (7) the name of the employee and his or her social  
15 security number, (8) the name and address of the legal entity that is the employer, and (9) all  
16 applicable hourly rates in effect during the pay period and the corresponding number of hours  
17 worked at each hourly rate by the employee. The deductions made from payments of wages shall  
18 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and  
19 a copy of the statement or a record of the deductions shall be kept on file by the employer for at  
20 least three years at the place of employment or at a central location within the State of California.

21 88. Defendants have intentionally and willfully failed to provide Plaintiff, the Class,  
22 and the Aggrieved Employees with complete and accurate wage statements. The deficiencies  
23 include, but are not limited to the failure list the total number of hours worked, the actual gross  
24 wages earned, the correct rates of pay, net wages earned, and all applicable hourly rates.

25 89. Because of Defendants' violation of California Labor Code section 226(a),  
26 Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their  
27 statutorily-protected rights.  
28

1           90.       More specifically, Plaintiff, the Class, and the Aggrieved Employees have been  
2 injured by Defendants' intentional and willful violation of California Labor Code section 226(a)  
3 because they were denied both their legal right to receive, and their protected interest in receiving,  
4 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

5           91.       Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from  
6 Defendants the greater of their actual damages caused by Defendants' failure to comply with  
7 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars  
8 per employee.

9           92.       Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive  
10 relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

11                               **SEVENTH CAUSE OF ACTION**

12                               **(Violation of California Labor Code §§ 2800 and 2802)**

13                               **(Against All Defendants)**

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

16           94.       Pursuant to California Labor Code sections 2800 and 2802, an employer must  
17 reimburse its employee for all necessary expenditures incurred by the employee in direct  
18 consequence of the discharge of his or her job duties or in direct consequence of his or her job  
19 duties or in direct consequence of his or her obedience to the directions of the employer.

20           95.       Plaintiff, the Class, and the Aggrieved Employees incurred necessary business-  
21 related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to  
22 reimburse for all necessary business-related expenses and costs included their failure to reimburse  
23 Plaintiff, the Class, and the Aggrieved Employees for costs incurred as a result of, including but  
24 not limited to, simple negligence.

25           96.       Defendants have intentionally and willfully failed to reimburse Plaintiff, the Class,  
26 and the Aggrieved Employees for all necessary business-related expenses and costs. Plaintiff, the  
27 Class, and the Aggrieved Employees are entitled to recover from Defendants their business-  
28

1 related expenses and costs incurred during the course and scope of their employment, plus interest  
2 accrued from the date on which the employee incurred the necessary expenditures at the same  
3 rate as judgments in civil actions in the State of California.

4 **EIGHTH CAUSE OF ACTION**

5 **(Violation of Cal. Business & Professions Code §§ 17200, *et seq.*)**

6 **(Against All Defendants)**

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

9 98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
10 unlawful and harmful to Plaintiff, the Class, and the Aggrieved Employees, to the general public,  
11 and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting  
12 the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

16 100. A violation of California Business & Professions Code section 17200, *et seq.* may  
17 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies  
18 and practices of requiring employees, including Plaintiff, the Class, and the Aggrieved  
19 Employees, to work overtime without paying them proper compensation violate California Labor  
20 Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
21 employees, including Plaintiff, the Class, and the Aggrieved Employees, to work through their  
22 meal and rest periods without paying them proper compensation violate California Labor Code  
23 sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay  
24 wages to Plaintiff, the Class, and the Aggrieved Employees violate California Labor Code  
25 sections 201, 202, 203 and 204.

26 101. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,  
27 1197.1, 510, 1174(d), 2800, and 2802.

102. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

103. Plaintiff, the Class, and the Aggrieved Employees have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

104. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff, the Class, and the Aggrieved Employees are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

## **NINTH CAUSE OF ACTION**

**(Violation of California Labor Code § 2698, *et seq.*)**

**(Against All Defendants)**

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

106. Plaintiff brings his Ninth cause of action solely as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), on behalf of the State of California for all aggrieved employees, including himself and other aggrieved employees of Defendants against whom the alleged violations were committed.

107. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the

procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

108. Plaintiff was employed by Defendants and the Labor Code violations alleged above were committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee” under PAGA.

109. As set forth in detail above, during all times relevant to this Action, Defendants have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- f. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- g. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’ work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

h. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

i. Failing to pay reporting time wages to Plaintiff and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

j. Failing to pay proper prevailing wages to Plaintiff and Aggrieved Employees for work performed on public works projects in violation of Labor Code §§ 1771, 1774, and 1815.

k. Failing to provide potable water and handwashing materials to Plaintiff and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

110. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11160, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, 1775, 1197.1, and 1191, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown according to proof at trial.

111. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On June 20, 2025, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of Plaintiff’s June 20, 2025 Notice, and the LWDA has not indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff

1 may commence a civil action to recover penalties for himself and other Aggrieved Employees  
2 pursuant to Labor Code § 2699.3.

3 112. Plaintiff was compelled to retain the services of counsel to file this court action to  
4 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties  
5 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs  
6 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

7 113. Plaintiff may amend this complaint as a matter of right pursuant to California  
8 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods  
9 specified in Labor Code § 2699.3.

10  
11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
13 public similarly situated, and as a private attorney general, prays for relief and judgment against  
14 Defendants, jointly and severally, as follows:

15 **Class Certification**

- 16 1. That this action be certified as a class action;  
17 2. That Plaintiff be appointed as the representative of the Class;  
18 3. That counsel for Plaintiff be appointed as Class Counsel; and  
19 4. That Defendants provide to Class Counsel immediately the names and most  
20 current/last known contact information (address, e-mail and telephone numbers) of all class  
21 members.

22 **As to the First Cause of Action**

- 23 5. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
25 all overtime wages due to Plaintiff and other Class Members;

- 26 6. For general unpaid wages at overtime wage rates and such general and special  
27 damages as may be appropriate;  
28

1           7.           For pre-judgment interest on any unpaid overtime compensation commencing  
2 from the date such amounts were due;

3           8.           For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
4 California Labor Code section 1194; and

5           9.           For such other and further relief as the Court may deem just and proper.

6                           **As to the Second Cause of Action**

7           10.          That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
9 provide all meal periods (including second meal periods) to Plaintiff, the Class, and the Aggrieved  
10 Employees;

11          11.          That the Court make an award to Plaintiff, the Class, and the Aggrieved Employees  
12 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a  
13 meal period was not provided;

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

16          13.          For premium wages pursuant to California Labor Code section 226.7;

17          14.          For pre-judgment interest on any unpaid wages from the date such amounts were  
18 due;

19          15.          For reasonable attorneys' fees and costs of suit incurred herein; and

20          16.          For such other and further relief as the Court may deem just and proper.

21                           **As to the Third Cause of Action**

22          17.          That the Court declare, adjudge and decree that Defendants violated California  
23 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest  
24 periods to Plaintiff, the Class, and the Aggrieved Employees;

25          18.          That the Court make an award to Plaintiff, the Class, and the Aggrieved Employees  
26 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a  
27 rest period was not provided;

1 19. For all actual, consequential, and incidental losses and damages, according to  
2 proof;

3 20. For premium wages pursuant to California Labor Code section 226.7;

4 21. For pre-judgment interest on any unpaid wages from the date such amounts were  
5 due; and

6 22. For such other and further relief as the Court may deem just and proper.

7 **As to the Fourth Cause of Action**

8 23. That the Court declare, adjudge and decree that Defendants violated California  
9 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to  
10 Plaintiff, the Class, and the Aggrieved Employees;

11 24. For general unpaid wages and such general and special damages as may be  
12 appropriate;

13 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for  
14 Plaintiff, the Class, and the Aggrieved Employees in the amount as may be established according  
15 to proof at trial;

16 26. For pre-judgment interest on any unpaid compensation from the date such amounts  
17 were due;

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

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

21 29. For such other and further relief as the Court may deem just and proper.

22 **As to the Fifth Cause of Action**

23 30. That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by  
25 California Labor Code section 204 to Plaintiff, the Class, and the Aggrieved Employees;

26 31. For statutory penalties pursuant to California Labor Code section 210;

27 32. For such other and further relief as the Court deems just and proper.  
28

1 **As to the Sixth Cause of Action**

2 33. That the Court declare, adjudge and decree that Defendants violated the record  
3 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as  
4 to Plaintiff, the Class, and the Aggrieved Employees, and willfully failed to provide accurate  
5 itemized wage statements thereto;

6 34. For actual, consequential and incidental losses and damages, according to proof;

7 35. For statutory penalties pursuant to California Labor Code section 226(e); and

8 36. For such other and further relief as the Court may deem just and proper.

9 **As to the Seventh Cause of Action**

10 37. That the Court declare, adjudge and decree that Defendants violated California  
11 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff, the Class, and the  
12 Aggrieved Employees for all necessary business-related expenses as required by California Labor  
13 Code sections 2800 and 2802;

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

15 39. For the imposition of civil penalties and/or statutory penalties;

16 40. For reasonable attorneys' fees and costs of suit incurred herein; and

17 41. For such other and further relief as the Court may deem just and proper.

18 **As to the Eighth Cause of Action**

19 42. That the Court declare, adjudge and decree that Defendants violated California  
20 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff, the Class,  
21 and the Aggrieved Employees all overtime compensation due to them, failing to provide all meal  
22 and rest periods to Plaintiff, the Class, and the Aggrieved Employees, failing to pay at least  
23 minimum wages to Plaintiff, the Class, and the Aggrieved Employees, failing to pay Plaintiff's  
24 and other Class Members' wages timely as required by California Labor Code section 201, 202  
25 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

26 43. For restitution of unpaid wages to Plaintiff, the Class, and the Aggrieved  
27 Employees and all pre-judgment interest from the day such amounts were due and payable;  
28

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

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

46. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

47. For such other and further relief as the Court may deem just and proper.

### As to the Ninth Cause of Action

48. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the California Labor Code;

49. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

50. For such other relief as the Court deems just and proper.

Dated: August 25, 2025

**PROTECTION LAW GROUP, LLP**

By:

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