

Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Blvd., Ste. 814, Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400

Justin Lo (SBN 280102)
Justin@WorkLawyers.com
WORK LAWYERS, PC
22939 Hawthorne Blvd. Suite 202
Torrance, CA 90505
Telephone: 866-496-7552
Facsimile: 424-355-8535

Attorneys for Plaintiff REYES ERAZO, as an individual and on behalf of all similarly situated employees,

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

REYES ERAZO, as an individual and on
behalf of all similarly situated employees,

Plaintiff.

v.

INTERNATIONAL ENVIRONMENTAL
CORPORATION; and DOES 1 through 50,
inclusive,

Defendant(s).

Case No.:

20STCV31177

**CLASS ACTION COMPLAINT FOR
DAMAGES, INJUNCTIVE RELIEF, AND
RESTITUTION**

1. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
2. Violation of Labor Code §§ 226.7, Wage Order 9 (Rest Period Violations);
3. Violation of Labor Code §§ 204, 510, 1194 (Failure to Pay All Wages, Including Minimum Wage and Overtime);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Labor Code §§ 226, subd. (a) and (e) (Failure to Issue Accurate Itemized Wage Statements);
6. Violation of Labor Code §2802 (Failure to Reimburse Business Expenses); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

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Superior Court of California
County of Los Angeles

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Shari R. Carter, Executive Officer/Clerk of Court
By Steven Drew, Deputy

1 Plaintiff REYES ERAZO (“Plaintiff”) on behalf of himself and all others similarly
2 situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This case arises out of the failure to pay all compensation, failure to provide meal
5 break, failure to provide rest breaks, failure to pay all wages, failure to pay minimum and/or
6 overtime wages, failure to pay wages upon ending of employment, failure to provide accurate
7 itemized wage statements, failure to reimburse for necessary expenditures to certain California
8 employees of Defendant INTERNATIONAL ENVIRONMENTAL CORPORATION (“Defendant”). The proposed Plaintiff Class (“Plaintiff Class”), as defined herein, consists of
9 persons working in non-exempt hourly positions including.
10

11 2. The term “Plaintiff” refers to REYES ERAZO, the named Plaintiff Class
12 representative; the term “Plaintiff Class” includes Plaintiff and Plaintiff Class members who were
13 not provided meal break, provided rest breaks, paid all wages, minimum and/or overtime wages,
14 were not reimbursed for necessary job-related expenses due to Defendant’s unlawful business
15 policies and/or practices; and is further defined herein.

16 3. Plaintiff seeks compensation for work performed and monies due himself and the
17 Plaintiff Class during the “Class Period,” which is defined as four (4) years prior to the filing of
18 this action through the trial date, based upon information and belief that the Defendant is
19 continuing, and will continue, its unlawful practices as described herein.

20 4. Plaintiff individually and on behalf the Plaintiff Class he seeks to represent, seeks
21 relief against Defendant violations of Labor Code sections including: including sections 201, 202,
22 203, 226, 226.7, 227.3, 510, 512, 515, 1174, 1194 and 2802. Plaintiff further seeks equitable
23 remedies in the form of declaratory relief and injunctive relief, and relief under the Bus. & Prof.
24 Code sections 17200 et seq. for unfair business practices.

25 5. At all relevant times herein, INTERNATIONAL ENVIRONMENTAL
26 CORPORATION has consistently maintained and enforced against Plaintiff Class the following
27 unlawful practices and policies: a) failing to provide meal breaks; b) failing to provide rest breaks;
28 c) willfully refusing to pay Plaintiff and Plaintiff Class for all hours worked, including both

1 minimum and overtime wages; d) willfully refusing to reimburse Plaintiff and Plaintiff Class for
2 necessary job-related expenditures; e) willfully refusing to pay Plaintiff and Plaintiff Class all
3 wages upon end of employment; f) willfully refusing to furnish to Plaintiff and Plaintiff Class
4 accurate itemized wage statements upon payment of wages.

5 **JURISDICTION AND VENUE**

6 6. Venue is proper in this Judicial district and the County of Los Angeles, because
7 the Defendant maintains its location and transacts business in this county, the obligations and
8 liability arise in this county, and work was performed by Plaintiff and members of the Plaintiff
9 Class made the subject of this action in the County of Los Angeles, Los Angeles, California.

10 7. The California Superior Court has jurisdiction in the matter because the individual
11 claims are under the seventy-five thousand-dollar (\$75,000.00) individual jurisdictional threshold
12 and the five million-dollar (\$5,000,000) aggregate jurisdictional threshold for Federal Court and,
13 upon information and belief, Plaintiff and Defendant are residents of and/or domiciled in the State
14 of California. Further, there is no federal question at issue as the issues herein is based solely on
15 California Statutes and law including the California Labor Code, Industrial Welfare Commission
16 Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

17 **THE PARTIES**

18 **A. The Plaintiff**

19 8. Plaintiff was employed by the Defendant on or about 2014 to August 15, 2019, in
20 Los Angeles county. Plaintiff was employed by the Defendant during the Class Period in non-
21 exempt hourly position as a non-exempt, landscape worker, and was entitled to compensation for
22 all hours worked, overtime compensation, and penalties from Defendant. Each of the Plaintiff
23 Class members are identifiable, current and/or formerly similarly situated persons who were
24 employed in non-exempt hourly positions such as, including but not limited to landscape workers
25 and other related positions in California for the Defendant during the Class Period.

26 **B. The Defendant**

27 9. Plaintiff is informed and believes, and based thereon alleges that, Defendant is a
28 corporation providing landscaping services in Los Angeles county and is and/or was the employer

1 of the Plaintiff and Plaintiff Class during the Class Period at Defendant's location at 13432
2 Wentworth Street, Panorama City, CA 91331. During the Class Period, Defendant employed
3 Plaintiff and similarly situated persons and failed to pay Plaintiff and Plaintiff Class for all hours
4 worked as a result of working off the clock, failing to pay minimum and overtime wages, failed
5 to reimburse employees for necessary business expenditures, failed to pay all wages upon end of
6 employment, and failed to provide accurate and itemized wage statements. On information and
7 belief, and based thereon alleges that Defendant is conducting business in good standing in
8 California.

9 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged, of the Defendant sued herein as DOES 1 through 50,
11 inclusive, but on information and belief allege that said Defendants are legally responsible for the
12 payment of overtime compensation and reimbursement of necessary job-related expenses to the
13 Plaintiff and Plaintiff Class by virtue of their unlawful policies and practices, and therefore sue
14 these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true
15 names and capacities of the DOE Defendants when ascertained.

16 **GENERAL ALLEGATIONS**

17 11. Labor Code section 1194 provides that notwithstanding any agreement to work for
18 a lesser wage, an employee receiving less than the legal overtime compensation (including
19 overtime at the proper rate) or minimum wage compensation is entitled to recover in a civil action
20 the unpaid balance of their overtime compensation (including overtime at the proper rate) and/or
21 minimum wage compensation, including interest thereon, reasonable attorneys' fees, and costs of
22 suit.

23 12. Further, Business and Professions Code section 17203 provides that any person
24 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
25 Business and Professions Code section 17204 provides that any person who has suffered actual
26 injury and has lost money or property as a result of the unfair competition may bring an action in
27 a court of competent jurisdiction.
28

1 13. During all, or a portion of the Class Period, Plaintiff and each member of the
2 Plaintiff Class was employed by Defendant, in the State of California. Plaintiff and each of the
3 Plaintiff Class were non-exempt employees covered under one or more Industrial Welfare
4 Commission (IWC) Wage Orders, and Labor Code and were entitled to receive meal periods or
5 compensation in lieu thereof.

6 14. During all, or a portion of the Class Period, Plaintiff and each member of the
7 Plaintiff Class was employed by Defendant, in the State of California. Plaintiff and each of the
8 Plaintiff Class were non-exempt employees covered under one or more Industrial Welfare
9 Commission (IWC) Wage Orders, and Labor Code and were entitled to receive rest periods or
10 compensation in lieu thereof.

11 15. During all, or a portion of the Class Period, Plaintiff and each member of the
12 Plaintiff Class was employed by Defendant, in the State of California. Plaintiff and each of the
13 Plaintiff Class were non-exempt employees covered under one or more Industrial Welfare
14 Commission (IWC) Wage Orders, and Labor Code section 510, and/or other applicable wage
15 orders, regulations and statutes, and each Plaintiff Class member was not subject to an exemption
16 for executive, administrative and professional employees, which imposed obligations on the part
17 of the Defendant to pay Plaintiff and Plaintiff Class lawful overtime compensation.

18 16. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff
19 Class for all hours worked.

20 17. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff
21 Class minimum wages for all regular hours worked in violation of Labor Code section 1197.
22 Defendant instituted a policy and practice against its employees wherein regular and overtime
23 wages due were not paid in compliance with California law. Specifically, during the course of
24 employment with Defendant, Plaintiff and Plaintiff Class regularly worked off-the clock hours in
25 excess of eight (8) hours per day, but were routinely not paid for all hours worked. Further,
26 Plaintiff and Plaintiff Class were required to work overtime on Saturdays in excess of forty (40)
27 hours per workweek, but were not paid at the proper overtime rate of pay. Instead, Defendant has
28 paid them regular rate of pay in cash and failed to include the compensation for overtime work

performed on Saturdays in the wage statements.

18. During the Class Period, Defendant was obligated to pay Plaintiff and Plaintiff Class overtime compensation for all hours worked over eight (8) hours of work in one (1) day or forty (40) hours in one (1) week, and double-time for hours worked in excess of twelve (12) in one day.

19. Plaintiff and each Class member primarily performed non-exempt work in excess of the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or statutes, and therefore entitled the Plaintiff and Plaintiff Class to overtime compensation at time and a half rate, and when applicable, double time rates as set forth by the applicable Wage Orders, regulations and/or statutes.

20. Plaintiff Class who ended their employment during the Class Period, but were not paid the above due compensation for all hours worked, overtime compensation timely upon the termination of their employment as required by Labor Code sections 201, 202, and 203, and were entitled to penalties as provided by California Labor Code section 203.

21. During the Class Period, the Defendant required the Plaintiff and Plaintiff Class to work off the clock as well as overtime without lawful compensation, in violation of the various applicable Wage Orders, regulations and statutes, and the Defendant: (1) willfully failed and refused, and continues to fail and refuse to pay compensation for all hours worked, lawful overtime compensation to the Plaintiff Class; and (2) willfully failed and refused, and continues to fail and refuse to pay due and owing wages promptly upon end of employment to Plaintiff and Plaintiff Class.

22. Defendant had a policy and/or practice of failing to reimburse Plaintiff and Plaintiff Class for incurring necessary business expenditures as required by Labor Code sections 2802. Specifically, Defendant required Plaintiff and Plaintiff Class to incur various business expenses at their own cost, including, but not limited to washing and maintaining the uniforms bearing Defendant's logo, but failed to provide any reimbursement for the cost of washing and maintaining the uniforms in violation of Labor Code section 2802.

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24. A true and correct copy of Plaintiff's letter sent to the LWDA and Defendant, dated June 25, 2020, is attached hereto as "**Exhibit A**." As of the filing of this complaint, LWDA has not responded.

26. Under Labor Code Section 2699.3, subdivision (a)(2)(C), “Notwithstanding any other provision of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part.”

CLASS ALLEGATIONS

28. Plaintiff brings this action on behalf of himself and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure section 382 on behalf of himself and all other similarly situated persons in the Plaintiff Class, which is composed of and defined as follows:

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1 **a. Class 1: “Failure to Provide Meal Breaks”**

2 All current and former California hourly non-exempt employees who work or worked
3 for Defendant during the Class Period to be determined and who were entitled to receive
4 meal breaks.

5 **b. Class 2: “Failure to Provide Rest Breaks”**

6 All current and former California hourly non-exempt employees who work or worked
7 for Defendant during the Class Period to be determined and who were entitled to receive
8 rest breaks.

9 **c. Class 3: “Failure to Pay All Wages”**

10 All current and former California hourly non-exempt employees who work or worked
11 for Defendant during the Class Period to be determined and who were entitled to receive
12 minimum and/or overtime wages for hours worked;

13 **d. Class 2: "Waiting Time Class"**

14 All current and former California hourly non-exempt employees who worked for
15 Defendant during the Class Period, were entitled to receive wages at the end of their
16 employment with Defendant;

17 **e. Class 3: "Failure to Furnish Accurate Itemized Wage Statements"**

18 All current and former California hourly non-exempt employees who work or worked
19 for Defendant during the Class Period and were entitled to receive accurate wage
20 statements;

21 **f. Class 4: "Reimbursement Class"**

22 All persons who are employed or have been employed by Defendant in the State of
23 California who, were entitled to be reimbursed for all necessary business expenditures
24 incurred in performing their job duties.

25 **g. Class 5: "UCL Class"**

26 All current and former California hourly non-exempt employees who work or worked
27 for Defendant during the Class Period to be determined and who suffered injury, including
28 lost money, as a result of Defendant’s unfair competition, including but not limited to their

1 policy of willfully failing to compensate for all wages earned, failing to reimburse for job-
2 related necessary expenditures, and failing to provide properly itemized wage statements;

3 29. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
4 or modify the Class description with greater specificity or further division into subclasses or
5 limitation to particular issues.

6 30. This action has been brought and may be maintained as a class action pursuant to
7 Code of Civil Procedure section 382 because there is a well-defined common interest of many
8 persons and it is impractical to bring them all before the Court.

9 31. This Court should permit this action to be maintained as a class action pursuant to
10 California Code of Civil Procedure section 382 because:

- 11 a) The questions of law and fact common to the Plaintiff Class predominate over
12 any question affecting only individual members;
- 13 b) A class action is superior to any other available method for the fair and efficient
14 adjudication of the claims of the members of the Plaintiff Class;
- 15 c) The Plaintiff Class is so numerous that it is impractical to bring all members
16 of the Class before the Court;
- 17 d) Plaintiff and the other members of the Plaintiff Class will not be able to obtain
18 effective and economic legal redress unless the action is maintained as a class
19 action;
- 20 e) Plaintiff and the other members of the Plaintiff Class will not be able to obtain
21 effective and economic legal redress unless the action is maintained as a class
22 action;
- 23 f) There is a community of interest in obtaining appropriate legal and equitable
24 relief for the common law and statutory violations and other improprieties, and
25 in obtaining adequate compensation for the damages and injuries which
26 Defendant's actions have inflicted upon the Plaintiff Class;

- 1 g) There is a community of interest in ensuring that the combined assets and
2 available insurance of the Defendant is sufficient to adequately compensate
3 members of the Plaintiff Class for the injuries sustained;
- 4 h) Without class certification, the prosecution of separate actions by individual
5 members of the Plaintiff Class would create a risk of:
- 6 1) Inconsistent or varying adjudications with respect to individual
7 members of the Plaintiff Class which would establish incompatible
8 standard of conduct for the Defendant; and/or
- 9 2) Adjudications with respect to the individual members which
10 would, as a practical matter, be dispositive of the interests of other
11 members not parties to the adjudications, or would substantially
12 impair or impede their ability to protect their interests, including
13 but not limited to the potential for exhausting the funds available
14 from those parties who are, or may be, responsible for Defendant;
15 and
- 16 i) Defendant has acted or refused to act on grounds generally applicable to the
17 Plaintiff Class, thereby making final injunctive relief appropriate with respect
18 to the Class as a whole.

19 **FIRST CAUSE OF ACTION**

20 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

21 **(Plaintiff and Plaintiff Class against all Defendants)**

22 1. Plaintiff and Plaintiff Class re-allege and incorporate by reference all the above
23 paragraphs of this complaint as if fully alleged herein.

24 2. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as
25 if fully alleged.

26 3. Labor Code sections 226.7 and 512 provide that no employer shall employ any
27 person for a work period of more than five (5) hours without providing a meal period uninterrupted
28 by work duties of not less than thirty (30) minutes, or employ any person for a work period of

1 more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

2 4. Labor Code section 226.7 provides that if an employer fails to provide an employee
3 a meal period in accordance with this section, the employer shall pay the employee one (1) hour
4 of pay at the employee's regular rate of compensation for each workday that the meal period is not
5 provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally
6 compliant meal periods, in addition to impeding, discouraging, dissuading, and/or not relieving
7 employees from all work duties during meal periods thereby preventing employees from taking
8 legally compliant meal periods.

9 5. At all times relevant hereto, Plaintiff and Plaintiff Class have worked shifts of more
10 than five (5) hours in a workday.

11 6. Pursuant to Labor Code section 226.7, Plaintiff and Plaintiff Class are entitled to
12 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
13 meal break, in an amount to be proven at trial.

14 7. At varying times relevant hereto, Plaintiff and Plaintiff Class have worked shifts
15 more than ten (10) hours in a workday.

16 8. Pursuant to Labor Code section 226.7, Plaintiff individually, and on behalf of the
17 Plaintiff Class, request recovery of meal period compensation which they are owed beginning four
18 (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against
19 the Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.
20 Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and any other
21 provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred
22 by them in this action.

23 **SECOND CAUSE OF ACTION**

24 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

25 **(Lab. Code, § 226.7)**

26 **(By Plaintiff against All Defendants)**

27 9. Plaintiff realleges and incorporates by reference all preceding paragraphs herein, as
28 if fully alleged.

10. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

11. Labor Code section 226.7, subdivision (b), provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. Plaintiff and Plaintiff Class consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

12. Defendant failed to reasonably make available rest breaks to Plaintiff and Plaintiff Class throughout the Class Period.

13. Plaintiff and Plaintiff Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest break, in a sum to be proven at trial. Pursuant to Labor Code section 218.5, Code of Civil Procedure section 1021.5, and any other provision of law, Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

Failure to Pay All Wages

(Plaintiff and Plaintiff Class against all Defendants)

14. Plaintiff and Plaintiff Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

15. Pursuant to Labor Code Section 1194, subdivision (a) any employee receiving less than the legal minimum wage or legal overtime compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees, and costs of suit.

16. Pursuant to Labor code section 1194.2 in any action to recover payment of wages less than the minimum wage an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17. Plaintiff and Plaintiff Class regularly worked over eight (8) hours per day and forty (40) hours per week. Defendant failed to pay Plaintiff, and Plaintiff Class minimum and/or overtime premium for hours worked in excess of over eight (8) hours per day and forty (40)

hours per week for work performed for the Defendant. Defendant failed to schedule Plaintiff and Plaintiff Class in such a manner that allowed Plaintiff and Plaintiff Class to be relieved of their shift immediately, thereby causing Plaintiff and Plaintiff Class to work without compensation and in excess of eight (8) hours per day and/or forty (40) hours per week. As such Plaintiff and Plaintiff Class seek minimum and/or overtime compensation in an amount according to proof. Pursuant to Labor Code sections 510 and 1194, the Plaintiff Class seeks the payment of all minimum and/or overtime compensation which they earned and accrued four (4) years prior to filing this complaint, according to proof.

18. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Plaintiff Class all wages. Plaintiff and Plaintiff Class were denied wages as a result of Defendant's policy of having Plaintiff and Plaintiff Class work beyond the scheduled end of their shift and on Saturdays without legally compliant compensation as required under California law.

19. Further, Defendant regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, including, overtime, double-time, as herein before alleged. Thereby, Defendant was able to reduce its overhead and operating expenses and gain an unfair advantage over competing manufacturers complying with state law.

20. Additionally, Plaintiff and Plaintiff Class are entitled to attorneys' fees, costs, pursuant to California Labor Code sections 218.5, 226, 1194, and prejudgment interest.

FOURTH CAUSE OF ACTION

Failure to Pay Wages of Terminated or Resigned Employees

(Plaintiff and Plaintiff Class against all Defendants)

21. The Plaintiff and Plaintiff Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

22. Plaintiff and the Plaintiff Class were required to work off the clock, and as a result were not compensated for all hours worked. Defendant refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages owed as a result of Defendant's failure to pay minimum wages as well as requiring Plaintiff and Plaintiff Class to work off the clock hours without compensation.

23. Plaintiff and/or the members of the Plaintiff Class who ended their employment with the Defendant during the Class Period, were entitled to be promptly paid for all hours worked, lawful overtime compensation and other premiums, as required by Labor Code sections 201-203. Defendant refused and/or failed to promptly compensate Plaintiff and Plaintiff Class wages owed as a result of Defendant's failure to pay minimum wages as well as pay minimum, overtime, and/or double-time compensation as a result of working up to and in excess of eight (8) hours per day and/or forty (40) hours per week. Pursuant to Labor Code section 203, such Plaintiff and Plaintiff Class seek the payment of penalties pursuant to Labor Code section 203, and prejudgment interest, according to proof.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Wage Statements

(Plaintiff and Plaintiff Class against all Defendants)

32. Plaintiff and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs as if fully alleged herein.

33. Labor Code sections 226, 226.3, 1174 and 1174.5 and applicable IWC Wage Order provides that employers must keep records and provide employees with itemized wage statements showing total hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

34. Labor Code section 226, subdivision (a), requires an employer provide employees-either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash-an accurate itemized wage statement in writing showing: "(1) gross wages earned, (2) total hours worked by the employee, (3) all deductions, (4) net wages, (5) the inclusive dates of the period for which the employee is paid, (6) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (7) the name and address of the legal entity that is the employer, and (8) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee"

1 35. Labor Code section 226.2, subdivision (a)(2), requires the itemized statements
2 required by subdivision (a) of section 226 shall, in addition to the other items specified in that
3 subdivision, state the following: total hours of compensable rest and recovery periods, the rate of
4 compensation, and the gross wages paid for those periods during the pay period.

5 36. Defendant willfully violated Labor Code section 226, subdivision (a) by failing to
6 provide Plaintiff and Plaintiff's Class with wage statements that accurately reflect the total hours
7 worked, the rate of pay for each hour worked, and net and gross wages earned.

8 37. Labor Code section 226, subdivision (a) states that, "every employer shall,
9 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
10 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately
11 when wages are paid by personal check or cash, an accurate itemized statement in writing."

12 38. IWC Wage Order Number 1-2001, paragraph 7(a) requires that every employer
13 shall keep accurate information with respect to each employee, including time records showing
14 when each employee begins and ends each work period, the total daily hours worked by each
15 employee and the total hours worked in each payroll period, applicable rates of pay, and net and
16 gross wages earned.

17 39. Plaintiffs are informed, and believe that Defendant willfully and intentionally
18 failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and
19 Plaintiff Class. Specifically, Plaintiff believes that Defendant's records do not accurately reflect
20 all hours worked where Plaintiff and Plaintiff Class were required to work "off the clock" beyond
21 the scheduled end of their shift and on Saturdays, the accurate rate of pay for each hour worked,
22 and net and gross wages earned.

23 40. Plaintiff is informed, and believes that Defendant's failure to keep accurate payroll
24 records, as described above, violated Labor Code section 1174, subdivision (d) and the applicable
25 wage order. Plaintiff and Plaintiff Class are entitled to penalties of one hundred dollars (\$100.00)
26 for the initial violation and two hundred dollars (\$200.00) for each subsequent violation for every
27 pay period during which these records and information was not kept by Defendant.

28 41. An employee suffering injury as a result of a knowing and intentional failure by

1 an employer to comply with Labor Code section 1174, subdivision (a) is entitled to recover the
2 greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation
3 occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay
4 period, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to
5 an award of costs and reasonable attorney's fees.

6 42. Plaintiff is informed and believes that Defendant's failure to keep and maintain
7 accurate records and information, as described above, were willful, and Plaintiff and Plaintiff
8 Class are entitled to a statutory penalty of five hundred dollars (\$500.00) for Plaintiff and each
9 member of Plaintiff Class pursuant to Labor Code section 1174.5.

10 **SIXTH CAUSE OF ACTION**

11 **Failure to Reimburse for Necessary Business Expenditures**

12 **(Plaintiff against all Defendants)**

13 43. Plaintiff and the Plaintiff Class reallege and incorporate by reference all the above
14 paragraphs of this complaint as if fully alleged herein.

15 44. California Labor Code section 2802, states "An employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct consequence
17 of the discharge of his or her duties."

18 24. Plaintiff and Plaintiff Class were not reimbursed by Defendant for necessary
19 expenditures as a direct consequence of the discharge of their duties. Defendant required Plaintiff
20 and Plaintiff Class to incur various business expenses at their own cost, including, but not limited
21 to washing and maintaining the uniforms bearing Defendant's logo, but failed to provide any
22 reimbursement for the cost of washing and maintaining the uniforms.

23 45. Defendant knowingly, willingly and intentionally attempted to offset the cost of
24 doing business on the Plaintiff and Plaintiff Class.

25 46. Defendant had a corporate practice and policy of requiring Plaintiff and Plaintiff
26 Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff
27 and Plaintiff Class for necessary expenditures, specifically requiring Plaintiff and Plaintiff Class
28 to wash and maintain the uniforms bearing Defendant's logo.

47. Accordingly, Plaintiff and Plaintiff Class is entitled to an award of “necessary expenditures or losses” shall include all reasonable costs, including, but not limited to, attorney’s fees and interest.

SEVENTH CAUSE OF ACTION

Unfair Competition

(Plaintiff and Plaintiff Class against all Defendants)

48. Plaintiff and Plaintiff Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

49. California Business and Professions Code sections 17200 et seq. (also referred to herein as the “Unfair Business Practices Act” or “Unfair Competition Law”) prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

50. California Business and Professions Code section 17204 allows “any person who has suffered injury in fact and has lost money or property as a result of such unfair competition” to prosecute a civil action for violation of the UCL.

51. Labor Code section 90.5, subdivision (a) states it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

52. Beginning at an exact date unknown to Plaintiff, but at least since the date four years prior to the filing of this suit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business practices and acts described in this complaint including but not limited to violations of Labor Code sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 515, 1174, 1194, and 2802; as well as other statutes.

53. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code sections 17200 et seq.

1 54. The acts and practices described above constitute unfair, unlawful, and fraudulent
2 Business Practices, and unfair competition, within the meaning of Business and Professions Code
3 sections 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other
4 similarly situated workers to labor for many hours in a row without receiving overtime
5 compensation, to which they are entitled by law, while enabling Defendant to gain an unfair
6 competitive advantage over law-abiding employers and competitors.

7 55. As a result of Defendant's acts, Plaintiff and other similarly situated workers have
8 suffered injury in fact in being denied their statutorily entitled wages for hours of labor. As a
9 result of Defendant's unlawful acts of unfair competition, Plaintiff has lost money and property
10 in the form of a loss of wages in an amount to be proven at trial.

11 56. As a result of Defendant's acts, Plaintiff and other similarly situated workers have
12 suffered injury in fact in being denied reimbursement for necessary job-related expenditures
13 incurred during the performance of their job duties. As a result of Defendant's unlawful acts of
14 unfair competition, Plaintiff has lost money and property in the form of unreimbursed
15 expenditures in an amount to be proven at trial.

16 57. As a direct and proximate result of the aforementioned acts and practices, Plaintiff
17 and Plaintiff Class have suffered a loss of wages in an amount to be proven at trial.

18 58. Business and Professions Code sections 17203 provides that a court may make
19 such orders or judgments as may be necessary to prevent the use or employment by any person
20 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
21 to prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and
22 business practices alleged above.

23 59. Business and Professions Code sections 17203 provides that the Court may restore
24 to any person in interest any money or property that may have been acquired by means of such
25 unfair competition. Plaintiff and Plaintiff Class are entitled to restitution pursuant to Business
26 and Professions Code section 17203 for wages and payments unlawfully withheld from
27 employees, including the fair value of the hours worked, and unreimbursed expenses incurred
28 during the four-year period prior to the filing of this complaint.

60. Business and Professions Code section 17202 provides: “Notwithstanding Section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition.” Plaintiff and Plaintiff Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

61. Plaintiff's success in this action will enforce important rights affecting the public interest, and, in that regard, Plaintiff sues on behalf of the general public as well as himself and others similarly situated. Plaintiff and Plaintiff Class seek and are entitled to restitution, civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

62. Plaintiff herein takes upon himself enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing them to pay attorney's fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for judgment as follows:

1. For compensatory damages according to proof;
2. For interest on any compensatory damages;
3. For statutory penalties;
4. For reimbursement of necessary expenditures;
5. For waiting time statutory amounts under Labor Code section 203;
6. For the equitable, injunctive and declaratory relief requested;
7. For disgorgement of profits;
8. Restitution;
9. Attorney's fees; and
10. Cost of suit.

1
2 Dated: August 11, 2020

WORK LAWYERS, PC

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4 By: Justin Lo
Justin Lo, Esq.
5 Attorney for Plaintiff REYES ERAZO
6 and on behalf of all employees similarly situated.
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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff REYES ERAZO hereby demands a jury trial on all issues triable.
12

13 Dated: August 11, 2020

WORK LAWYERS, PC

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15
16 By: Justin Lo
Justin Lo, Esq.
17 Attorney for Plaintiff REYES ERAZO
18 and on behalf of all employees similarly situated.
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