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Attorneys for Plaintiffs

Plaintiff JUAN LIMON (“Plaintiff”), on behalf of himself and acting for the interests of other current and former employees (“Aggrieved Employees”) and all other similarly situated individuals (cumulatively “Plaintiffs”), alleges the following:

NATURE OF THE ACTION

1. This is a wage and hour individual, class, and representative action under the Private Attorneys General Act (“PAGA”) of 2004, as amended, Labor Code §§ 2698, *et seq.* case seeking unpaid wages and related remedies.

2. By this action, Plaintiffs seek all legal remedies available to them caused by Defendants’ violations of California law.

JURISDICTION AND VENUE

3. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of San Diego, State of California because Plaintiffs allege claims arising under California law.

4. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

5. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the wrongful misconduct alleged in this Complaint occurred.

THE PARTIES

6. Plaintiff JUAN LIMON is an individual that resides in San Diego County, California.

1 7. Defendant ROMAN BERNAL PAINTING CORPORATION DBA
2 PRO-TECH PAINTING COMPANY (“PRO-TECH”) is a California corporation
3 doing business in the County of San Diego, California.

4 8. Defendant ROMAN EUGENE BERNAL is an individual and during all
5 times relevant is and was the Chief Executive Officer/President of Defendant PRO-
6 TECH and, as such, this Defendant is believed to be an “other person acting on behalf
7 of an employer” within the meaning of Labor Code §§ 558 and 558.1.

8 9. Defendant LISA MICHELLE BERNAL is an individual and during all
9 times relevant is and was the Secretary for Defendant PRO-TECH and, as such, this
10 Defendant is believed to be an “other person acting on behalf of an employer” within
11 the meaning of Labor Code §§ 558 and 558.1.

12 10. The true names and capacities, whether individual, corporate, associate,
13 or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to
14 Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names
15 pursuant to § 474 of the California Code of Civil Procedure. Plaintiff will seek leave
16 to amend this Complaint to allege the true names and capacities of DOES 1 through
17 50 when the correct identities are ascertained. Plaintiff is informed and believes, and
18 based thereon alleges, that each of the DOE Defendants is in some manner liable to
19 Plaintiff for the events and actions alleged herein. All named Defendants and DOES 1
20 through 50 are collectively referred to as “Defendants.”

21 11. Plaintiffs are informed and believe, and based thereon allege that at all
22 times relevant herein each Defendant was acting as an agent, joint venture, or as an
23 integrated enterprise and/or alter ego for each of the other Defendants, and each was a
24 co-conspirator with respect to the acts and the wrongful conduct alleged herein, so
25 that each is responsible for the acts of the other in connection with the conspiracy and
26 in proximate connection with the other Defendants.

27 12. Plaintiffs are informed and believe, and based thereon allege that each
28 Defendant was acting partly within and partly without the scope and course of their

1 employment, and was acting with the knowledge, permission, consent, and
2 ratification of every other Defendant.

3 13. Plaintiffs are informed and believe, and based thereon allege that each
4 of the Defendants was an agent, managing general partner, managing member, owner,
5 co-owner, partner, employee, and/or representative of each of the Defendants, and
6 were at all times material hereto, acting within the purpose and scope of such agency,
7 employment, contract and/or representation, and that each of them are jointly and
8 severally liable to Plaintiff for the acts alleged herein

9 14. Plaintiffs are informed and believe, and based thereon allege that each
10 of the Defendants are liable to Plaintiff under legal theories and doctrines including
11 but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4)
12 alter ego, based in part, on the facts set forth below.

13 15. Plaintiffs are informed and believe, and based thereon allege that each of
14 the named Defendants are part of an integrated enterprise and have acted or currently
15 act as the employer and/or joint employer of Plaintiffs, making each of them liable for
16 the wage and hour violations alleged herein.

17 **GENERAL ALLEGATIONS**

18 16. Defendants are in the commercial and residential painting business.

19 17. At all times relevant and within a year of this Complaint, Defendants
20 employed Plaintiff LIMON on an hourly basis as a non-exempt nonunion worker who
21 performed work in San Diego, California from about February 2016 until Defendants
22 terminated him on or about July 15, 2020.

23 **Failure to Provide Records Claims in Violation of Labor Code §§ 226 and 1198.5**

24 18. Before this litigation, Plaintiff LIMON, via counsel, sent a letter to
25 Defendants requesting access to Plaintiff's payroll records and employee personnel
26 files.

27 19. Defendants untimely provided Plaintiff's personnel file and payroll
28 records in violation of California law.

20. Moreover, Defendants did not provide all of Plaintiff's payroll and personnel file records, including but not limited to copies of Plaintiff's W-2's and/or 1099's in violation of California law.

Wage Statement Claims

21. From at least four years before the filing of this action and continuing to the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are informed and believe, and therefore allege that Defendants issued Plaintiff LIMON and other Class Members erroneous wage and earning statements.

22. In particular, as to the pay period from December 9, 2019 to December 15, 2019, for example, Defendants issued Plaintiff LIMON and presumably other Class Members a wage and earning statement indicating that Plaintiff LIMON and presumably other Class Members worked 20 regular hours, but this wage and earning statement is missing the "gross wages earned," "net wages," "all deductions," among other statutory required information, in violation of Labor Code § 226(a). A true and correct copy of the foregoing is attached hereto and marked as **Exhibit 1** and incorporated herein by reference.

23. In addition to the foregoing stand-alone claim under Labor Code § 226, Plaintiffs are informed and believe, and therefore allege that Plaintiff's paystubs and those of similarly situated employees of Defendants were inaccurate because Defendants failed to pay them all wages to which they had a right to receive, as alleged herein, supporting a derivative claim under Labor Code § 226.

24. By way of example, for the pay period from December 9, 2019 to December 15, 2019, Defendants issued to Plaintiff LIMON and presumably other Class Members another separate wage and earning statement showing Plaintiff worked 40 hours, and when you combine the time Plaintiff LIMON and presumably other Class Members worked as mentioned in the preceding paragraph (i.e., 20 hours), Plaintiffs therefore worked a total of 60 hours for one workweek.

25. Accordingly, for the pay period from December 9, 2019 to December 15,

1 2019, Defendants were required to pay Plaintiffs overtime for every hour over 40
2 regular hours worked in a workweek, meaning the wage and earnings statements for
3 this pay period are inaccurate due to Defendants' underpayment of wages (i.e.,
4 overtime). A true and correct copy of the foregoing wage statement is attached hereto
5 and marked as **Exhibit 2** and incorporated herein by reference.

6 26. As to Plaintiffs' PAGA case, this claim is also premised, in part, on
7 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved Employees
8 per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

9 **Failure to Pay Wages**

10 27. From at least four years before the filing of this action and continuing to
11 the present, and pursuant to company policy and/or practice and/or direction,
12 Defendants failed to pay Plaintiffs overtime wages as required by law.

13 28. In addition to the example alleged above, Defendants underpaid
14 Plaintiffs overtime for the pay period from June 3, 2019 to June 6, 2019, because the
15 wage and earnings statements Defendants issued Plaintiff LIMON and presumably
16 other Class Members indicate that Plaintiffs worked a total of 48 hours (8 hours
17 reported on one wage and earnings statement, 40 on another), yet Defendants did not
18 pay Plaintiff LIMON and presumably other Class Members for eight hours of
19 overtime, an exact amount to be proven at trial. True and correct copies of the
20 foregoing wage statements are attached hereto and marked as **Exhibit 3** and
21 incorporated herein by reference.

22 29. Similarly, during the pay period from April 15, 2019 to April 21, 2019,
23 Defendants issued Plaintiff LIMON and presumably other Class Members wage and
24 earnings statements indicating Plaintiffs worked a total of 56 hours (16 hours reported
25 on one wage and earnings statement, 40 on another), yet Defendants did not pay
26 Plaintiff LIMON and presumably other Class Members for 16 hours of overtime, an
27 exact amount to be proven at trial. True and correct copies of the foregoing wage
28 statements are attached hereto and marked as **Exhibit 4** and incorporated herein by

1 reference.

2 30. Plaintiffs are informed and believe and based thereupon allege that at
3 various times Defendants did not fully compensate Class Members for their labor
4 pursuant to the prevailing wage laws of California by, for example, paying prevailing
5 wages or making any fringe benefit contributions that could offset the prevailing
6 wage rate of pay for the classification of their labor or paying the higher rate of pay as
7 required under the prevailing wage laws of California, among other reasons if and
8 when they worked on public works projects.

9 31. Plaintiffs are informed and believe and based thereupon allege that at
10 various times Defendants also did not comply with Labor Code § 1776 because
11 Defendants did not maintain or retain records required to be maintained per § 1776
12 when its employees worked on public works projects.

13 32. As to Plaintiffs' PAGA case, this claim is also premised, in part, on
14 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved Employees
15 per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

16 **Failure to Pay Meal and Rest Break Premiums**

17 33. From at least four years before the filing of this action and continuing to
18 the present, and pursuant to company policy and/or practice and/or direction,
19 Plaintiffs are informed and believe and based thereupon allege that Defendants
20 deprived Plaintiffs and other hourly employees from taking lawful meal and rest
21 periods and did not pay and refused to pay premium pay Plaintiffs premium pay
22 despite knowing its workers involuntarily missed their meal and rest breaks.

23 34. During all times relevant, for example, Defendants were on notice that
24 Plaintiffs and, upon information and belief, other Aggrieved Employee, were not
25 reporting the time taken for meal breaks on their timesheets or that their breaks were
26 too late in the workday to comply with California law.

27 35. Further, based on the nature of work Defendants assigned the Plaintiffs,
28 it was unreasonable in many circumstances, the exact amount to be proven at trial, for

1 Plaintiffs to take an uninterrupted meal break because they often had to skip their
2 meals to perform work on job sites before dusk, otherwise it would be too dark to see
3 what they were doing.

4 36. Also because of Defendants' policy, Defendants prevented Plaintiffs and
5 Aggrieved Employees from taking all their uninterrupted rest breaks to which they
6 had the right to enjoy in an amount to be proven at trial, and Defendants failed to pay
7 them premium pay as required under California law. (*See e.g., Augustus v. ABM*
8 *Security Services* (2016) 2 Cal.5th 257.)

9 37. As to Plaintiffs' PAGA case, this claim is also premised, in part, on
10 Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved Employees
11 per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

12 **Unreimbursed Work-Related Expense Claims**

13 38. During all times relevant, and pursuant to company policy and/or
14 practice and/or direction, Defendants required Plaintiffs and, upon information and
15 belief, Aggrieved Employees to use their personal cell phones and incur various other
16 expenses associated with their work for Defendants.

17 39. Plaintiffs allege that Defendants, via its managers, typically called,
18 texted, and emailed Plaintiffs and the Aggrieved Employees during working hours on
19 their personal cell phones.

20 40. Plaintiff and similarly situated Aggrieved Employees worked at
21 customers' homes and businesses where they had no access to work phones, other
22 than their personal cell phones.

23 41. Defendants also required Plaintiff and similarly situated Aggrieved
24 Employees to purchase and use their own paint brushes and similar tools and
25 equipment, which expenses Defendants did not reimburse.

26 42. Plaintiffs and similarly affected Aggrieved Employees disavow any
27 knowledge of written policies allowing them to request reimbursement for such work-
28 related expenses and, as a result, never were paid for said expenses.

1 43. Plaintiffs are informed and believe, and thereupon allege, that
2 Defendants' requirement for employees to use their supplies and equipment to
3 perform their work duties without reimbursement was an attempt to defray the costs
4 onto its employees.

5 44. Defendants passed the cost of doing business onto its employees by
6 requiring, without reimbursement, their employees to purchase equipment, tools, and
7 services necessary to perform work for Defendants.

8 **Derivative Claims.**

9 45. From at least four years before the filing of this action and continuing to
10 the present, and pursuant to company policy and/or practice and/or direction,
11 Plaintiffs and others did not receive their final paychecks immediately upon
12 involuntary termination or within 72 hours of voluntary separation, were not paid
13 final wages at the location of employment, and said final paychecks did not include
14 all wages due to the employee.

15 46. Pursuant to the above-mentioned policies, Plaintiffs worked more than
16 40 hours a week and/or 8 hours in a workday.

17 47. Plaintiffs are informed and believe, and therefore allege, that Defendants
18 did not pay Plaintiffs time and a half for all wages as required by law.

19 48. When Defendants terminated Plaintiff LIMON, Plaintiffs are informed
20 and believe, and therefore allege, that Defendants failed to pay Plaintiff LIMON, and
21 other similarly situated workers, all unpaid wages in their final paycheck or in a
22 timely manner.

23 49. Based on the foregoing misconduct, Defendants issued Plaintiffs
24 erroneous paystubs.

25 50. To date, Plaintiffs are informed and believe, and therefore allege, that
26 Defendants have not paid Plaintiffs all of Plaintiffs' wages due and payable, in an
27 amount to be proven at trial.

28 51. As to Plaintiffs' PAGA case, Plaintiffs' derivative claims are also

1 premised, in part, on Plaintiff's right to pursue all Labor Code claims on behalf of
2 Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23
3 Cal.App.5th 745.

4 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

5 52. The duties and business activities of the Aggrieved Employees were
6 essentially the same as the duties and activities of the Plaintiff described above.

7 53. This wage and hour representative action filed pursuant to PAGA, §§
8 2698, 2699 generally consists of the following group:

9 **All current or former nonexempt employees who worked in**
10 **the state of California from September 26, 2019 to the**
11 **present.**

12 54. All members of the represented group will be referred to as the
13 "Aggrieved Employees."

14 55. The "Representative Period" means from **September 26, 2019 to the**
15 **present.**

16 56. Plaintiff further alleges, on information and belief, that Aggrieved
17 Employees, did not receive all wages due at the time their employment ended with
18 Defendants.

19 57. On information and belief, Defendants current and former employees
20 were subject to wage and hour violations by Defendants, including failing to be paid
21 for all wages due.

22 58. California law provides that an employee may file an action against an
23 employer for penalties in connection with violations of the Labor Code and Wage
24 Orders provided the aggrieved employee file an action on behalf of him or herself and
25 similarly situated current and former employees.

26 59. At all material times, Defendants and DOES 1 through 50 were and/or
27 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved
28 Employees' employer, within the meaning of California Labor Code § 558, who

1 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
2 Labor Code or any provision regulating hours and days of work in any Order of the
3 Industrial Welfare Commission and, as such, are subject to penalties for each
4 underpaid employee as set for in Labor Code § 558.

5 60. As set forth in further detail below, as a result of the analysis and
6 investigation of the Plaintiff's claims, Plaintiff's attorneys sent letters to the
7 California Labor and Workforce Development Agency (hereinafter referred to as
8 "LWDA") and to Defendants informing Defendants of Plaintiff's claims and
9 Plaintiff's intent to pursue litigation.

10 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

11 61. As to penalty claims under the PAGA, on **September 26, 2020**,
12 Plaintiffs, *et al.*, via counsel, sent correspondence to the LWDA and Defendants via
13 certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this
14 Complaint.

15 62. The statutory period for Plaintiffs has expired for the letter alleged above
16 and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction
17 over the applicable penalty claims and did not provide notice as set forth in Labor
18 Code § 2699.3(a)(2)(A) within the statutory period.

19 63. Therefore, Plaintiffs have exhausted Plaintiffs' administrative remedies
20 to pursue claims and remedies as authorized by the PAGA.

21 64. The Causes of Action alleged herein are appropriately suited for a
22 Representative Action under the PAGA (Labor Code § 2698, *et seq.*) because:

23 a. This action involves allegations of violations of provisions
24 of the California Labor Code that provide for a civil penalty to
25 be assessed and collected by the LWDA or any departments,
26 divisions, commissions, boards, agencies, or employees;

27 b. Plaintiffs are "aggrieved employees" because Plaintiffs were
28 employed by the alleged violator and had one or more of the

Labor Code violations alleged on this Complaint committed against them; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

CLASS ACTION ALLEGATIONS

65. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a Class Action.

66. Plaintiffs seek to represent a class composed of and defined as follows:

All current and former employees who worked in the state of California from January 19, 2017 to the present for the Defendants

67. Plaintiffs also seek to represent the following subclasses defined as follows:

Unpaid Minimum Wage Subclass: All members of the Plaintiff Class who worked less than eight hours a day or less than 40 hours in a workweek for Defendants in California as an hourly-paid non-exempt employee during the applicable statute of limitations period.

Unpaid Overtime Wage Subclass: All members of the Plaintiff Class who worked more than eight hours a day or more than 40 hours in a workweek for Defendants in California as an hourly-paid non-exempt employee during the applicable statute of limitations period.

Unpaid Prevailing Wage Subclass: All members of the Plaintiff Class who worked on prevailing wage projects for Defendants in California as an hourly-paid non-exempt employee during the applicable statute of limitations period.

Wage Statement Subclass: All members of the Plaintiff Class who worked for Defendants in California and did not receive accurate itemized wage statements as required by Labor Code § 226 during the applicable statute of limitations period.

Meal and Rest Break Subclass: All members of the Plaintiff Class who, during the applicable statute of limitations period

1 worked for Defendants in California as an hourly-paid non-
2 exempt employee and were not provided compliant meal and/or
3 rest breaks and were not provided one hour of pay at their
4 regular rate of compensation in lieu thereof during the
applicable statute of limitations period.

5 **Waiting Time Penalty Subclass:** All nonexempt members of
6 the Plaintiff Class whose employment was terminated during
7 the applicable statute of limitations period and did not receive
8 all wages in a timely manner as required by Labor Code
§§ 201-204.

9 **UCL Subclass:** All Members of the Plaintiff Class, who,
10 during the relevant period, Defendants owe restitution in the
11 form of (1) unreimbursed expenses and/or (2) wages earned and
12 unpaid because of Defendants' uniform pay policies and
procedures.

13 68. The above-mentioned class-members will collectively be referred to as
14 "Class Members."

15 69. Plaintiffs reserve the right to amend or modify the class description with
16 greater specificity or further division into Classes or limitation to particular issues.

17 70. This action is brought and may properly be maintained as a Class Action
18 because there is a well-defined community of interest in the litigation and the
19 proposed Class Members are easily ascertainable.

20 **A. Numerosity**

21 71. The potential members of the Class as defined are so numerous or many,
22 that joinder of all the members of the Class is impracticable.

23 72. While the precise number of Class Members has not been determined at
24 the time, Defendants currently employ, and during the relevant time periods
25 employed, more than 100 Class Members.

26 73. Accounting for employee turnover during the relevant periods
27 necessarily increases the number substantially.
28

1 **B. Commonality**

2 74. There are questions of law and fact common to the Class that
3 predominates over any questions affecting only individual Class Members.

4 75. Common questions of law and fact include, without limitation and
5 subject to possible further amendment, the following:

- 6 a. Whether Defendants' policy or practice of not paying Plaintiffs
7 and other similarly situated employees' the lawful sum of
8 compensation for the hours they worked is illegal;
9 b. Whether Defendants violated Labor Code § 226 by not
10 providing accurate paystubs to and other similarly situated
11 employees;
12 c. Whether Defendants violated the meal and rest break laws in
13 California;
14 d. Whether Defendants promptly paid all wages owed to Class
15 members after the termination of the Class members'
16 employment; and
17 e. Whether Plaintiffs and the members of the Classes may recover
18 remedies pursuant to Business & Professions Code §§ 17200, *et*
19 *seq.*

20 **C. Typicality**

21 76. Plaintiffs' claims are typical of the claims of the respective Classes
22 because Plaintiffs and members of the proposed Classes sustained similar injuries and
23 damages arising out of and caused by Defendants' common courses of conduct and
24 policies in violation of laws, regulations that have the force and effect of law and
25 statutes as alleged herein.

26 **D. Adequacy of Representation**

27 77. Plaintiffs do not have any conflicts of interest with other Class Members
28 and will prosecute the case vigorously on behalf of the Classes.

1 78. Counsel representing Plaintiffs and the putative Classes are competent
2 and experienced in litigating employment class actions, including wage and overtime
3 class actions.

4 79. Plaintiffs will fairly and adequately represent and protect the interests of
5 the Class Members.

6 **E. Superiority of Class Action and Manageability**

7 80. A class action is superior to other available means for the fair and
8 efficient adjudication of the controversy because individual joinder of all Class
9 Members is not practicable, and questions of law and fact common to the Classes
10 predominate over any questions affecting only individual members of the Classes.

11 81. Each Class Member was damaged or suffered injury and may recover
12 remedies because of Defendants' illegal policies and/or practices.

13 82. Class Action treatment will allow those similarly situated persons to
14 litigate their claims in the manner that is most efficient and economical for the parties
15 and the judicial system.

16 83. Plaintiffs are unaware of any difficulties likely to be encountered in the
17 management of this action that would preclude maintenance as a Class Action.

18 84. At the appropriate time, Plaintiffs will present a trial methodology and
19 plan that will streamline the action, base liability and damages on common evidence
20 and common modes of proof through Defendants' corporate records, testimony of
21 corporate common policy and practices, representative evidence, sampled and
22 presented in a manner consistent with recognized scientific and statistical principles.

23 85. Such methodology may include bifurcation of liability and damages, the
24 use of professionally administered survey evidence, seeking adjudication of class-
25 wide legal issues of specific claims or preliminary factual issues, and other methods
26 or proposals to manage class-wide determinations common to all persons in the
27 proposed Class.

28 86. For the reasons alleged in this Complaint, this action should be certified

1 as a Class Action.

2 **FIRST CAUSE OF ACTION**

3 **Individual Claim for**

4 **Failure to Provide Access to Employee Personnel File**

5 **and Payroll Records in Violation of**

6 **California Labor Code §§ 226, 432, 1776, and 1198.5**

7 (Against all Defendants)

8 87. Plaintiff re-alleges and incorporates by reference the foregoing
9 allegations as though set forth herein.

10 88. California Labor Code § 226, subdivision (b), requires employers doing
11 business in the State of California to “afford current and former employees the right
12 to inspect or copy records pertaining to their employment, upon a reasonable request
13 to the employer...” and subdivision (c), requires employers to produce such records
14 within “21 calendar days from the date of the request.”

15 89. California Labor Code § 1198.5, *et seq.*, similarly provides current and
16 former employees the right to inspect their employee personnel records and requires
17 the employer to provide the employee access to such records no later than 30 calendar
18 days from the date the employer receives a written request.

19 90. California Labor Code § 1776, *et seq.*, similarly provides current and
20 former employees the right to inspect their employee prevailing wage records and
21 requires the employer to provide the employee access to such records no later than 30
22 calendar days from the date the employer receives a written request.

23 91. Plaintiff maintains the records he requested fall within the meaning of
24 Labor Code §§ 226, 432, 1776, and 1198.5, *et seq.* because they were part of and/or
25 related to Plaintiff’s personnel file.

26 92. As alleged above, Defendants did not provide Plaintiff timely access to
27 Plaintiff’s complete employee personnel file and/or the records to which he had rights
28 to obtain within the meaning of the foregoing statutes on multiple occasions in a

1 timely manner in violation of the above described statutes.

2 93. Because of the statutory violations, Plaintiff suffered damages, in an
3 amount to be determined according to proof at trial.

4 94. Further, Plaintiff is informed and believes and based thereon alleges that
5 Defendant continues to withhold records required to be provided under the foregoing
6 statutes and asserts he has been left without an adequate remedy at law, and should be
7 afforded the right to appropriate injunctive relief from this Court including, but not
8 limited to, an order by the Court requiring Defendants to turnover copies of remaining
9 portions, if any, of Plaintiff's complete employee personnel file.

10 95. Plaintiff seeks the recovery of costs and attorneys' fees as provided by
11 applicable law, including but not limited to California Labor Code § 226, subdivision
12 (h), § 1776, and § 1198.5, subdivision (l).

13 96. Plaintiff seeks the recovery of penalties as provided by applicable law,
14 including but not limited to California Labor Code §§ 226, subdivision (f) and 1198.5,
15 subdivision (k).

16 **SECOND CAUSE OF ACTION**

17 **Individual, Class, and Representative Claim via the PAGA for** 18 **Failure to Pay State Minimum/Prevailing Wages** 19 **in Violation of California Labor Code § 1194, 1197, 1771, 1774, 1776, 1811, and** 20 **1815, and the applicable Wage Order**

21 (Against all Defendants)

22 97. Plaintiff re-alleges and incorporates by reference the foregoing
23 allegations as though set forth herein.

24 98. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811,
25 1815, and 1198, it is unlawful for a California employer to suffer or permit an
26 employee to work without paying wages for all hours worked, as required by the
27 applicable Industrial Welfare Commission ("IWC") Wage Order.

28 99. Plaintiffs are informed and believe and based thereupon allege that

1 during all times relevant, Plaintiffs were not paid minimum/regular/prevaling wages
2 for all hours suffered or permitted to work in violation of California law.

3 100. During all times relevant, Defendants were required to pay Plaintiffs and
4 other members of the Aggrieved Employees their respective hourly rate for all hours
5 worked and/or minimum wages and/or prevailing wages per state law or applicable
6 local law.

7 101. During all times relevant, at least one of the IWC Wage Orders applied
8 to Plaintiffs' employment with Defendants.

9 102. Pursuant to the applicable Wage Order, "hours worked" include the time
10 during which an employee is "suffered or permitted to work, whether or not required
11 to do so."

12 103. During the proposed Aggrieved Employees Period and based on the
13 misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved
14 Employees minimum/regular wages for all hours suffered or permitted to work in
15 violation of state and/or local law and/or prevailing wage law.

16 104. Labor Code § 1194 subdivision (a) permits an action to recover wages
17 because of the payment of a wage less than the minimum wage "applicable to the
18 employee" including attorneys' fees, costs, and interest.

19 105. At all material times, Defendants were and/or are Aggrieved
20 Employees' employers or persons acting on behalf of Aggrieved Employees'
21 employer, within the meaning of California Labor Code §§ 558 and 558.1, who
22 violated or caused to be violated, a section of Part 2, Chapter 1 of the California
23 Labor Code or any provision regulating hours and days of work in any Order of the
24 Industrial Welfare Commission and, as such, are subject to civil penalties for each
25 underpaid employee as set for in Labor Code § 558.

26 106. In committing the violations of state law as herein alleged, Plaintiffs are
27 informed and believe based there upon allege that Defendants have knowingly and
28 willfully refused to perform their obligations to compensate Aggrieved Employees for

1 all wages earned and all hours worked.

2 107. As a direct result, Aggrieved Employees have suffered and continue to
3 suffer, substantial losses related to the use and enjoyment of such compensation,
4 wages, lost interest on such monies and expenses and attorneys' fees in seeking to
5 compel Defendants to fully perform their obligations under state and/or local law.

6 108. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of
7 them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per
8 pay period for the initial violation and two hundred (\$200.00) for each aggrieved
9 employee per pay period for each subsequent violation in which Defendants violated
10 the minimum wage and/or regular wage provisions of the Labor Code, including but
11 not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1771, 1774, 1776,
12 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable
13 penalty is all in an amount to be shown according to proof at trial.

14 109. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
15 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
16 costs incurred herein.

17 110. Plaintiff and the Class also request the recovery of the unpaid wages,
18 waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an
19 amount to be determined at trial.

20 **THIRD CAUSE OF ACTION**

21 **Individual, Class, and Representative Claim via the PAGA for**
22 **Failure to Pay State Overtime and/or Double-Time Compensation**
23 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510,**
24 **1182.12, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, and the**
25 **Applicable IWC Wage Order**
26 **(Against all Defendants)**

27 111. Plaintiffs re-allege and incorporate by reference the foregoing allegations
28 as though set forth herein.

1 112. California law requires an employer to pay each employee for the actual
2 hours worked. (See Cal. Labor Code §§ 200, 226.)

3 113. During all times relevant, one or more of the IWC Wage Orders applied
4 to Plaintiffs' employment with Defendants.

5 114. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage
6 Order 15, "hours worked" include the time during which an employee is "suffered or
7 permitted to work, whether or not required to do so."

8 115. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable
9 Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40)
10 hours in a week and eight (8) hours in a day, the employer must pay the employee's
11 regular hourly wage.

12 116. For each hour (or fraction thereof) an employee works over forty (40)
13 hours in a week or more than eight (8) hours in a workday the employer must pay the
14 rate of one and a half times the employee's regular hourly wage.

15 117. For each hour (or fraction thereof) an employee works more than
16 twelve (12) hours in one day or more than eight (8) hours a day on the seventh
17 consecutive day of work, the employer must compensate the employee at the rate of
18 no less than twice the regular rate of pay for that employee.

19 118. During all times relevant, and pursuant to company policy and/or
20 practice and/or direction, Defendants required Plaintiffs and the Aggrieved
21 Employees to work more than 40 hours per week and/or eight hours in a workday on
22 to which they had the right to receive overtime wages and Defendants did not pay
23 Plaintiff and the Aggrieved Employees all overtime compensation to which they
24 should have received.

25 119. As alleged herein, Defendants failed to pay Aggrieved Employees all
26 overtime to which they had a right to receive.

27 120. In committing the violations of state law as herein alleged, Defendants
28 have knowingly and willfully refused to perform their obligations to compensate

1 Aggrieved Employees for all wages earned and all hours worked.

2 121. At all material times, Defendants were and/or are Aggrieved Employees'
3 employers or persons acting on behalf of Aggrieved Employees' employer, within the
4 meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be
5 violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
6 regulating hours and days of work in any Order of the Industrial Welfare Commission
7 and, as such, are subject to penalties for each underpaid employee as set for in Labor
8 Code § 558.

9 122. In committing the violations of state law as herein alleged, Defendants
10 have knowingly and willfully refused to perform their obligations to compensate
11 Aggrieved Employees for all wages earned and all hours worked.

12 123. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them,
13 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay
14 period for the initial violation and two hundred (\$200.00) for each aggrieved
15 employee per pay period for each subsequent violation in which Defendants violated
16 the overtime provisions of the Labor Code, including but not limited to §§ 510, 558
17 and 1194, the exact amount of the penalties sought is in an amount to be shown
18 according to proof at trial.

19 124. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from
20 Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein.

21 125. Plaintiff and the Class also request the recovery of the unpaid wages,
22 waiting time penalties, liquidated damages, interest, attorneys' fees, and costs in an
23 amount to be determined at trial.
24
25
26
27
28

FOURTH CAUSE OF ACTION

**Individual, Class, and Representative Claim via the PAGA for
Failure to Timely Pay Earned Wages Upon Separation of Employment in
Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204a, 204b,
218.5, 218.6, 256, 1198 and the applicable Wage Order**

(Against all Defendants)

126. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

127. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

128. Pursuant to Labor Code § 202, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

129. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ...”

130. Pursuant to Labor Code § 204, “all wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

131. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week.”

132. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204 and/or 204b and thereby Plaintiffs seek the unpaid wages.

133. To date, Defendants have not paid terminated Aggrieved Employees all earned wages as required by law.

134. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

135. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

136. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated Labor Code §§ 201, 202, 203, 204, 204a, 204b, and 256.

137. As alleged above, Defendants have deprived Plaintiffs and Aggrieved Employees of their rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation and for the reasons alleged in this Complaint.

138. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs, damages, and other remedies pursuant to PAGA in an amount to be proven at trial.

139. Plaintiff and the Class also request the recovery of the waiting time penalties, interest, attorneys' fees, costs, and related remedies in an amount to be

determined at trial.

FIFTH CAUSE OF ACTION

Individual, Class, and Representative Claim via PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, 1198, and the applicable IWC Wage Order (Against all Defendants)

140. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

141. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

142. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiff and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiff and Aggrieved Employees for rest break and/or meal break premium wages.

143. Defendants also failed to provide Plaintiff, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

144. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7, 512, and/or 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

145. Wherefore, Plaintiffs request all remedies available to them and to the Aggrieved Employees pursuant to PAGA.

146. Plaintiff and the Class also request the recovery of the unpaid premium

1 pay, interest, attorneys' fees, costs, and related remedies in an amount to be
2 determined at trial.

3 **SIXTH CAUSE OF ACTION**

4 **Individual, Class, and Representative Claim via the PAGA for**
5 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
6 **and the applicable IWC Wage Order**

7 (Against all Defendants)

8 147. Plaintiffs re-allege and incorporate by reference the foregoing allegations
9 as though set forth herein.

10 148. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in
11 pertinent part, that every employer shall, "semimonthly or at the time of each
12 payment of wages, shall furnish to his or her employees, either as a detachable part of
13 the check, draft, or voucher paying the employee's wages, or separately if wages are
14 paid by personal check or cash, an accurate itemized statement in writing showing (1)
15 gross wages earned, (2) total hours worked by the employee. . . (3) the number of
16 piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written
18 orders of the employee may be aggregated and shown as one item, (5) net wages
19 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of his or her social security
21 number..., (8) the name and address of the legal entity that is the employer. . . , and
22 (9) all applicable hourly rates in effect during the pay period and the corresponding
23 number of hours worked at each hourly rate by the employee and, beginning July 1,
24 2013, if the employer is a temporary services employer as defined in Section 201.3,
25 the rate of pay and the total hours worked for each temporary services assignment. . ."
26 (Labor Code § 226 subdivision (a).)

27 149. Upon information and belief, during all times relevant to this action,
28 Defendants did not provide accurate wage statements throughout the Aggrieved

1 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim
2 and derivative of their unpaid wage claims.

3 150. On numerous occasions, an exact amount by which will be proven at
4 trial, Defendants violated various provisions of § 226, including but not limited to
5 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Plaintiffs and
6 the Aggrieved Employees accurate itemized statement in writing accurately showing
7 gross wages earned, total hours worked by the employee, net wages earned, rates of
8 pay, among other things.

9 151. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
10 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
11 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
12 pay period for each subsequent violation in which all culpable Defendants violated
13 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
14 of the applicable penalty is all in an amount to be shown according to proof at trial.

15 152. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees
16 seek to recover from Defendants, and each of them, penalties, attorneys' fees, and
17 costs incurred herein under §§ 226, 226.3, and 226.6 in an amount to be proven at
18 trial.

19 153. Plaintiff and the Class also request the recovery of penalties, damages,
20 interest, attorneys' fees, costs, and related remedies in an amount to be determined at
21 trial.

22 **SEVENTH CAUSE OF ACTION**

23 **Representative Claim for the PAGA Penalties**

24 **For Failure to Maintain Required Records in Violation of California** 25 **Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198**

26 (Against Defendant PRO-TECH and DOES 1-50)

27 154. As a separate and distinct cause of action, Plaintiff re-alleges and
28 incorporates by reference, as though fully set forth herein, all the allegations

1 contained in this Complaint, excepting those allegations that are inconsistent with this
2 cause of action.

3 155. Section 7 of the typical Wage Order requires every employer to maintain
4 time and payroll records.

5 156. Plaintiffs are informed and believe and based thereon alleges that during
6 all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders
7 and with Labor Code § 1174 by failing to maintain certain records which employers
8 are required to maintain, including but not limited to, an accurate record indicating
9 the number hours worked by the Plaintiffs.

10 157. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
11 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
12 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
13 pay period for each subsequent violation in which all culpable Defendants violated
14 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
15 of the applicable penalty is all in an amount to be shown according to proof at trial.

16 158. For the reasons alleged herein, Plaintiffs seek all available remedies
17 pursuant to PAGA in an amount to be proven at trial including but not limited to
18 penalties, attorneys' fees, costs, and interest pursuant to law.

19 **EIGHTH CAUSE OF ACTION**

20 **Individual, Class, and Representative Claim via the PAGA for**
21 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
22 **Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of**
23 **California Labor Code §§ 2802, 1198, and the Applicable Wage Order**
24 **(Against all Defendants)**

25 159. As a separate and distinct cause of action, Plaintiff re-alleges and
26 incorporates by reference, as though fully set forth herein, all the allegations
27 contained in this Complaint, excepting those allegations that are inconsistent with this
28 cause of action.

1 160. California Labor Code § 2802 requires employers to indemnify their
2 employees for expenses and losses incurred while discharging their duties or
3 obedience to the directions of their employer.

4 161. California Labor Code § 2804 mandates that this statutory right cannot
5 be waived.

6 162. The Plaintiffs and the Aggrieved Employees incurred losses in obedience
7 to the directions of Defendants including but not limited to home office expenses,
8 internet, fax machines, cell/home phone, computer, computer
9 repairs/upgrades/software, office space in their homes, gas and electric, water, and
10 other similar expenses.

11 163. Upon information and belief, Defendants maintained no policy of
12 reimbursement of such expenses, and refused to reimburse said expenses even though
13 the employer knew of and required work to be performed at home.

14 164. The Plaintiffs and Aggrieved Employees were required to purchase and
15 provide their own equipment, services, and supplies to work for Defendants.

16 165. As a direct result of Defendants' violations of California Labor Code §
17 2802, the Plaintiffs and Aggrieved Employees suffered and continue to suffer
18 substantial losses related to unpaid expenses, the use and enjoyment of monies owed,
19 lost interest on monies owed, and attorneys' fees in an amount to be proven at the
20 time of trial.

21 166. Defendants derived an unjust and inequitable economic benefit in failing
22 to comply with the law regarding indemnification and reimbursement of employees.

23 167. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a
24 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period
25 for the initial violation and two hundred (\$200.00) for each aggrieved employee per
26 pay period for each subsequent violation in which all culpable Defendants violated
27 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount
28 of the applicable penalty is all in an amount to be shown according to proof at trial.

1 For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to
2 PAGA in an amount to be proven at trial including but not limited to penalties,
3 attorneys' fees, costs, and interest pursuant to law.

4 **NINTH CAUSE OF ACTION**

5 **Claim for Remedies for Violation of the**
6 **California Unfair Business Practices Code §§ 17200, *et seq.***

7 (Against all Defendants)

8 168. As a separate and distinct cause of action, Plaintiff re-alleges and
9 incorporates by reference, as though fully set forth herein, all the allegations
10 contained in this Complaint, excepting those allegations that are inconsistent with this
11 cause of action.

12 169. Defendants, and each of them, are "persons" as defined under Business
13 and Professions Code § 17021.

14 170. Plaintiffs are informed and believe and based thereon allege that
15 Defendants committed the unfair business practices, as defined by Cal. Bus. & Prof.
16 Code § 17200, *et seq.*, by violating the laws alleged to have been violated in this
17 Complaint and which allegations are incorporated herein by reference and which
18 allegations include, but are not limited to:

- 19 a. Failing to provide the Class and Plaintiff an accurate itemized
20 wage statement in violation of § 226 of the Labor Code;
21 b. Failing to pay meal and rest break premiums;
22 c. Failing to pay the Class and Plaintiff all wages due and owing
23 including minimum/regular/prevaling wages and overtime
24 compensation; and
25 d. Failure to pay Class Members, including Plaintiff, wages in a
26 timely manner upon their termination or resignation.

27 171. Defendants' conduct, as alleged above, constitutes unlawful, unfair, and
28 fraudulent activity prohibited by Business and Professions Code §§ 17200, *et seq.*

1 172. The unlawful and unfair business practices conducted by Defendants,
2 and each of them, are ongoing and present a threat and likelihood of continuing
3 against Plaintiffs and, accordingly, Plaintiff seeks injunctive relief where appropriate.

4 173. Plaintiffs have suffered injuries in fact and lost money or property
5 because of the above alleged unfair competition.

6 174. Because of their improper acts, Defendants, and each of them, have
7 reaped and continue to reap unfair benefits and illegal profits at the expense of
8 Plaintiff and other employees and former employees of Defendants, and each of
9 them.

10 175. Defendants, and each of them, should be enjoined from this activity and
11 made to disgorge these ill-gotten gains and restore to Plaintiff and the Class the
12 wrongfully withheld wages and/or penalties, pursuant to Business and Professions
13 Code §§ 17202 and/or 17203.

14 176. Plaintiff and the Class have also incurred and continue to incur attorneys'
15 fees and legal expenses in an amount according to proof at the time of trial and for
16 which they seek compensation pursuant to law including but not limited to Code of
17 Civil Procedure § 1021.5.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 20 1. An order that this action may proceed and be maintained as a class action;
- 21 2. For appointment of Plaintiff LIMON as the representative of the Class;
- 22 3. For appointment of Plaintiffs' counsel as Class Counsel;
- 23 4. That Defendants be found liable to Plaintiffs;
- 24 5. That Defendants, and each of them, be ordered and enjoined to pay
25 restitution to Plaintiff and/or the Class and/or Aggrieved Employees
26 pursuant to Business and Professions Code §§ 17200-05;
- 27 6. That Defendants, and each of them, be required to issue to Plaintiff and/or
28 the Class and/or Aggrieved Employees accurate wage and earning

- 1 statements;
- 2 7. For disgorgement through restitution of all ill-gotten and/or ill-gained
- 3 profits, including unpaid wages and/or penalties to Plaintiff and/or the Class
- 4 and/or Aggrieved Employees, resulting from Defendants' unfair business
- 5 practices pursuant to Business and Professions Code §§ 17200-05;
- 6 8. For an order by the Court requiring Defendants, and each of them, to show
- 7 cause, if any they have, as to why to Plaintiff and/or the Class and/or
- 8 Aggrieved Employees should not have been issued itemized wage
- 9 statements as required by § 226 of the Labor Code and why Defendants
- 10 should not be required to pay Plaintiff minimum wages and overtime
- 11 compensation under applicable state law;
- 12 9. For all remedies available to Plaintiff under the applicable provisions of the
- 13 Labor Code via PAGA Labor Code § 2698, *et seq.* including an award of
- 14 attorneys' fees, costs, interest, liquidated damages, damages, penalties and
- 15 waiting time penalties according to proof to the extent permitted by law;
- 16 10. For maximum civil penalties available under the Labor Code and
- 17 applicable Wage Order as described more particularly in this Complaint,
- 18 representative PAGA claims including the payment of wages as set forth in
- 19 Labor Code § 558;
- 20 11. For Labor Code § 203 penalties in an amount to be proven at trial;
- 21 12. For special and general damages;
- 22 13. That Plaintiff and/or the Class and/or Aggrieved Employees be awarded
- 23 reasonable attorneys' fees where available by law, including but not limited
- 24 to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure §
- 25 1021.5, and/or other applicable laws; and
- 26 14. For any other relief the Court may deem just, proper, and equitable in the
- 27 circumstances.
- 28

Thomas D. Rutledge
Attorney-at-Law
113 West G Street, Suite 231
San Diego, California 92101
Telephone: (619) 886-7224
Facsimile: (619) 259-5455

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Dated: January 18, 2021

By: Thomas D. Rutledge
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

Exhibit 1

ROMAN BERNAL PAINTING CORP. dba PRO-TECH PAINTING CO.
7566 TRADE STREET SAN DIEGO, CA 92121
Juan Limon

11787

Paint Suppliers:Manhours

Week 12/9/19-12/15/19 (16Hrs @ \$20)

12/19/2019

320.00

Pro-Tech Painting-Pa Week 12/9/19-12/15/19

320.00

Exhibit 2

000353
CO FILE DEPT CLOCK VCHR NO: 070
A03 000627 005474 0000510012 1

ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 4
CA: 4

Social Security Number: XXX-XX-3145 REDACTED

Earnings Statement



Period Beginning: 12/09/2019
Period Ending: 12/15/2019
Pay Date: 12/20/2019

JUAN E LIMON
631 BLACKSHAW LN #83
SAN DIEGO CA 92173

Earnings	rate	hours	this period	year to date
Regular	20.0000	40.00	800.00	27,740.00
Paid Sick Day				480.00
Gross Pay			\$800.00	28,220.00

Other Benefits and Information	this period	total to date
Paid Sick Leave		16.00

Important Notes

BASIS OF PAY: HOURLY

Deductions	Statutory	
	Federal Income Tax	-25.00 751.01
	Social Security Tax	-49.60 1,749.64
	Medicare Tax	-11.60 409.19
	CA State Income Tax	-0.26 7.21
	CA SUI/SDI Tax	-8.00 282.20
	Other	
	Loans	15.00
	Net Pay	\$705.54
	Chk	-705.54
	Net Check	\$0.00

Your federal taxable wages this period are \$800.00

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ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Advice number: 00000510012
Pay date: 12/20/2019

Deposited to the account of	account number	transit ABA	amount
JUAN E LIMON	XXXXXXXX4143	XXXX XXXX	\$705.54

NON-NEGOTIABLE

Exhibit 3

CO. FILE DEPT. CLOCK VCHR. NO. 070
A03 000627 005474 0000240011 1

ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 4
CA: 4

Social Security Number: **Redacted**

Earnings Statement



Period Beginning: 06/03/2019
Period Ending: 06/09/2019
Pay Date: 06/14/2019

JUAN E LIMON
631 BLACKSHAW LN #83
SAN DIEGO CA 92173

Earnings	rate	hours	this period	year to date
Regular	20.0000	40.00	800.00	8,360.00
Gross Pay			\$800.00	8,360.00

Deductions	Statutory	
Federal Income Tax	-25.00	211.01
Social Security Tax	-49.60	518.32
Medicare Tax	-11.60	121.22
CA State Income Tax	-0.26	2.01
CA SUI/SDI Tax	-8.00	83.60
Net Pay	\$705.54	
Chk	-705.54	
Net Check	\$0.00	

Your federal taxable wages this period are \$800.00

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ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Advice number: 00000240011
Pay date: 06/14/2019

Deposited to the account of	account number	transit ABA	amount
JUAN E LIMON	Redacted	XXXX XXXX	\$705.54

THIS IS NOT A CHECK

NON-NEGOTIABLE

ROMAN BERNAL PAINTING CORP. dba PRO-TECH PAINTING CO.
7566 TRADE STREET, SAN DIEGO, CA 92121
Juan Limon

6/11/2019

11253

Paint Suppliers:Manhours

Week 6/3/19-6/9/19 (8Hrs @ \$20)

160.00

Pro-Tech Painting-Pay Week 6/3/19-6/9/19

160.00

Exhibit 4

CO: FILE DEPT: CLOCK VCHR. NO. 070
A03 000627 005474 0000170011 1

ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Taxable Marital Status: Married
Exemptions/Allowances:
Federal: 4
CA: 4

Social Security Number: Redacted

Earnings Statement



Period Beginning: 04/15/2019
Period Ending: 04/21/2019
Pay Date: 04/26/2019

JUAN E LIMON
631 BLACKSHAW LN #83
SAN DIEGO CA 92173

Earnings	rate	hours	this period	year to date
Regular	20.0000	40.00	800.00	3,840.00
Gross Pay			\$800.00	3,840.00

Deductions	Statutory	
Federal Income Tax	-25.00	109.01
Social Security Tax	-49.60	238.08
Medicare Tax	-11.60	55.68
CA State Income Tax	-0.26	1.23
CA SUI/SDI Tax	-8.00	38.40
Net Pay	\$705.54	
Chk	-705.54	
Net Check	\$0.00	

Your federal taxable wages this period are \$800.00

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ROMAN BERNAL PAINTING CORP.
(858) 527-0200
7566 TRADE STREET
SAN DIEGO, CA 92121

Advice number: 00000170011
Pay date: 04/26/2019

Deposited to the account of	account number	transit ABA	amount
JUAN E LIMON	Redacted	XXXX XXXX	\$705.54

THIS IS NOT A CHECK

NON-NEGOTIABLE

CONFIDENTIAL

PROTECH000327

ROMAN BERNAL PAINTING CORP. dba PRO-TECH PAINTING CO.
7566 TRADE STREET SAN DIEGO, CA 92121

Juan Limon

Paint Suppliers:Manhours

Week 4/15/19-4/21/19 (16Hrs @ \$20)

4/22/2019

320.00

11151

Pro-Tech Painting-Pay Week 4/15/19-4/21/19

320.00

SF5001NL-1

TO REORDER, CALL YOUR LOCAL SAFEGUARD DISTRIBUTOR AT 760-321-9959

C9KK4V0010000

V10SF010973

 Safeguard LITHO USA SPSL1 CK7508111L

CONFIDENTIAL

PROTECH000071