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11 individually and on behalf of all other persons
12 similarly situated and the general public

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

CHRIS MILLS, an individual,

Plaintiff,

v.

FACILITY SOLUTIONS GROUP, INC., a
Delaware corporation, and DOES 1 through
30, inclusive,

Defendants.

Case No.:

20STCV44879

**CLASS ACTION COMPLAINT FOR
DAMAGES**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Unlawful Deduction of Wages;
4. Failure to Pay Vested Vacation Wages;
5. Failure to Provide Meal Periods;
6. Failure to Reimburse Business Expenses;
7. Failure to Timely Pay Wages;
8. Failure to Maintain Payroll Records and
Provide Accurate Itemized Wage
Statements;
9. Failure to Provide One Day's Rest;
10. Violation of California Unfair
Competition Laws; and,
11. California Labor Code Private Attorneys
General Act (PAGA).

DEMAND FOR JURY TRIAL

1 Plaintiff CHRIS MILLS ("PLAINTIFF") brings this action against Defendants
2 FACILITY SOLUTIONS GROUP, INC. ("FSG"), a Delaware corporation, and DOES 1
3 through 30, inclusive (collectively hereinafter, "DEFENDANTS"), on behalf of himself and all
4 others similarly situated and the general public, and alleges upon information and belief, which
5 is based upon the investigation of his counsel, except as to the allegations concerning
6 PLAINTIFF or his counsel, which are made upon PLAINTIFF's personal knowledge, as
7 follows:

8 **NATURE OF ACTION**

9 1. This action is brought on behalf of PLAINTIFF and a class of current and
10 former similarly-situated employees employed by DEFENDANTS within the State of
11 California to recover unpaid minimum, overtime, and vested vacation wages, unpaid wage
12 premiums for meal violations, unlawfully deducted wages, reimbursement of business
13 expenses, statutory penalties, civil penalties, restitution, as well as other damages owed
14 pursuant to the California Labor Code, California Business and Professions Code section 17200
15 *et seq.*, and California Industrial Welfare Commission ("IWC") Wage Order 16-2001.

16 2. This lawsuit arises out of the following wrongful acts that occurred, are
17 occurring, and will occur, at least in part, within four years preceding the filing of this action
18 and up to and through the time of trial of this matter. As a result of DEFENDANTS' company-
19 wide policies and practices, DEFENDANTS engaged in the following unlawful conduct:

20 (a) DEFENDANTS did not pay minimum wage for all hours worked by
21 PLAINTIFF and similarly-situated employees;

22 (b) DEFENDANTS failed to pay PLAINTIFF and similarly-situated employees'
23 overtime wages at the correct rate of pay when they worked in excess of eight in one
24 workday or forty in one workweek or the first eight hours of the seventh consecutive
25 day of work;

26 (c) DEFENDANTS made deductions from PLAINTIFF and similarly-situated
27 employees' earned wages without an express written agreement;

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1 (d) DEFENDANTS failed to provide meal periods to PLAINTIFF and similarly-
2 situated employees in accordance with California Labor Code sections 226.7 and 512,
3 and IWC Wage Order 16-2001;

4 (e) DEFENDANTS failed to pay PLAINTIFF and similarly-situated employees all
5 of their unused vested vacation wages at their final rate of pay upon termination of their
6 employment;

7 (f) DEFENDANTS failed to reimburse PLAINTIFF and similarly-situated
8 employees for all expenses necessarily incurred in the course of performing their job
9 duties;

10 (g) DEFENDANTS failed to provide PLAINTIFF and similarly-situated employees
11 with timely payment of wages pursuant to California Labor Code sections 201 and 202;

12 (h) DEFENDANTS failed to furnish PLAINTIFF and similarly-situated employees
13 with accurate itemized wage statements; and,

14 (i) DEFENDANTS failed to provide PLAINTIFF and similarly-situated employees
15 with one day of rest in seven.

16 **JURISDICTION AND VENUE**

17 3. The Court has jurisdiction over this matter because PLAINTIFF alleges state
18 law claims pursuant to the California Labor Code, California Business and Professions Code,
19 and IWC Wage Order 16-2001.

20 4. At all times mentioned herein, Defendant FSG was a Delaware corporation
21 qualified to do business in the State of California.

22 5. Venue is proper in this district because a substantial part of the events or
23 omissions giving rise to the claims occurred in Los Angeles County. At all times mentioned
24 herein, DEFENDANTS maintained, and currently maintain, a branch in Los Angeles County
25 and employ a substantial number of class members therein. A class is proper under California
26 Business and Professions Code section 17200 because most, if not all, of the improper conduct
27 emanated out of California.

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1 **PARTIES**

2 **The Representative Plaintiff**

3 6. PLAINTIFF and proposed class representative, CHRIS MILLS, is an individual
4 and, at all times relevant to this Class Action Complaint for Damages ("Complaint"), was a
5 resident of the State of California.

6 7. PLAINTIFF was employed by DEFENDANTS from approximately September
7 2018 to January 2019 and May 2019 to August 27, 2019 as an Apprentice Electrician at various
8 commercial jobsites throughout Southern California. PLAINTIFF was hired by
9 DEFENDANTS pursuant to written and implied contracts of employment, impliedly or
10 explicitly, promising to pay in conformance with California wage and hour requirements. The
11 texts of any written terms of contract are contained within DEFENDANTS' records.

12 8. The obligations and responsibilities of PLAINTIFF as an Apprentice Electrician
13 included, but were not limited to: (1) gathering tools and supplies to be used at work sites; (2)
14 measuring, cutting, and bending wire and conduit; (3) assisting in lifting, positioning, and
15 fastening objects such as wiring, conduit, and motors; (4) maintaining tools and keeping a clean
16 work area, machines, tools, and equipment; (5) helping to secure, relocate, and organize
17 materials, small tools, and equipment between work sites and storage areas; (6) assisting in
18 pulling wire, lifting, hoisting, and positioning materials; (7) assisting in mounting and strapping
19 conduit; (8) operating hand tools and equipment; (9) tracing out short circuits in wiring; and,
20 (10) assisting more senior personnel in electrical installations, connections, and terminations
21 under close supervision. As Apprentice Electricians, PLAINTIFF and other class members
22 were required to keep in constant communication with DEFENDANTS' more senior personnel
23 via their personal cell phones when performing these tasks. These tasks additionally required
24 specialized tools which PLAINTIFF and other class members were required to purchase
25 themselves.

26 9. On information and belief, PLAINTIFF, and each member of the class he seeks
27 to represent, were regularly subjected to, or had personal knowledge of, the violations
28 described in this Complaint and/or the allegations contained herein made on information and

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1 belief based upon investigation of counsel. Each member of the purported class was working
2 for DEFENDANTS and is therefore a witness to the allegations of this Complaint.

3 10. DEFENDANTS employ numerous employees in the State of California that are
4 paid on an hourly basis. Any differences in job activities between the employees were and are
5 legally insignificant to the issues presented by this action.

6 **Defendants**

7 11. On information and belief, Defendant FSG is a corporation doing business in the
8 State of California. PLAINTIFF is informed and believes and thereon alleges that FSG is one
9 of the nation's largest single-source providers of lighting and electrical products, electrical
10 services, electrical construction, and energy management solutions. As a leader in the field,
11 FSG operates in nineteen (19) states and has clients such as Ford Motor Company, Nestle,
12 Campbell Soup Company, and Westfield Properties.

13 12. PLAINTIFF is ignorant of the true names or capacities of the defendants sued
14 herein under the fictitious name DOES 1 through 30, inclusive.

15 13. PLAINTIFF is informed and believes and thereon alleges that, at all times
16 herein mentioned, there existed a unity of interest and ownership between the DEFENDANTS
17 that the individuality and separateness of DEFENDANTS ceased to exist. The business affairs
18 of DEFENDANTS, at all relevant times, were and are so mixed and intermingled that the same
19 cannot reasonably be segregated. The recognition of the separate existence of DEFENDANTS
20 would not promote justice in that it would permit each defendant to insulate itself from liability
21 from PLAINTIFF. Accordingly, DEFENDANTS constitute the alter egos of one another and
22 the fiction of their separate existence must be disregarded.

23 14. Upon information and belief, DEFENDANTS exercised, and continue to
24 exercise, control over the wages, hours, and/or working conditions at their jobsites in California
25 in various ways, including but not limited to: controlling the day-to-day operations and
26 significant business functions at their jobsites; hiring, firing, and modifying the employment
27 conditions of the employees at their jobsites; controlling matters concerning compensation and
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1 promotion of employees; and, directing, supervising and arranging employee's work activities,
2 work schedules, and employment conditions.

3 15. PLAINTIFF is informed and believes and thereon alleges that at all relevant
4 times, each defendant, directly or indirectly, or through agents or other persons, employed
5 PLAINTIFF and other members of the class, and exercised control over their labor contracts,
6 policies and procedures regarding wages, hours, and working conditions, and caused or
7 permitted the violations against all of the aggrieved employees at issue in this Complaint.

8 16. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS
9 were joint-employers of PLAINTIFF and other members of the class and are therefore
10 independently and jointly and severally liable for violations as alleged herein. At all times
11 relevant to this action, PLAINTIFF and the other members of the class have, directly or
12 indirectly, performed services for each of the DEFENDANTS, and to the mutual benefit of all
13 DEFENDANTS.

14 17. PLAINTIFF is informed and believes and thereon alleges that based on their co-
15 employer relationship, DEFENDANTS knew or should have known of the wrongful conduct of
16 each defendant, but failed to intervene and/or correct such conduct.

17 18. PLAINTIFF is informed and believes and thereon alleges that at all times herein
18 mentioned each defendant was the agent or employee of each of the remaining defendants, and
19 in doing the things alleged herein was acting within the course and scope of this agency or
20 employment.

21 19. DEFENDANTS were "employers" of the class members, as defined in the IWC
22 Wage Orders, and caused or permitted the violations at issue in this Complaint.

23 20. DEFENDANTS' violations as described in this Complaint were knowing,
24 intentional, deliberate, and willful.

25 21. Each defendant acted in all respects pertinent to this action as the agent of the
26 other defendant, carried out a joint scheme, business plan or policy in all respects pertinent
27 hereto, and the acts of each defendant are legally attributable to the other defendant.

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1 (g) failing to provide class members, including PLAINTIFF, with timely payment
2 of wages pursuant to California Labor Code sections 201 and 202;
3 (h) failing to maintain adequate records and provide accurate itemized wage
4 statements of class members, including PLAINTIFF, as required by California law;
5 (i) failing to pay class members, including PLAINTIFF, statutory penalties
6 pursuant to the California Labor Code; and,
7 (j) the ninth and eleventh causes of action are brought primarily as non-class
8 California Labor Code Private Attorneys General Act of 2004 ("PAGA") claims.
9 PLAINTIFF has a substantive right, pursuant to the California Labor Code, to stand in
10 the shoes of the State of California for purposes of this claim and no class certification
11 is required for it, as the claim is primarily that of the State of California and this claim is
12 primarily an enforcement action. As such, PLAINTIFF wishes to pursue the PAGA
13 claims as non-class action claims to recover penalties and wages on behalf of the State
14 of California. In the alternative, PLAINTIFF can pursue the PAGA claims as a
15 California Code of Civil Procedure section 382 class action.

16 24. On information and belief, DEFENDANTS were well aware that PLAINTIFF
17 and the class were not provided with the foregoing. DEFENDANTS' violations alleged above,
18 during all relevant times herein, were willful and deliberate.

19 25. Unless this case proceeds as a class action, DEFENDANTS will likely continue
20 their illegal labor law violations with impunity. PLAINTIFF and the class are therefore entitled
21 to class-wide remedy, including monetary damages, and all statutory penalties, plus interest,
22 attorneys' fees and all other costs associated with DEFENDANTS' misconduct.

23 26. The procedural requirements of a PAGA claim, pursuant to California Labor
24 Code section 2699.3, subdivision (a), require first that the aggrieved employee or representative
25 shall give written notice by online filing with the California Labor and Workforce
26 Development Agency ("LWDA") and by certified mail to the employer(s). PLAINTIFF has
27 met this requirement.

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1 27. Second, the procedural requirements, pursuant to California Labor Code section
2 2699.3, subdivision (a)(2)(A), provides that:

3 The agency shall notify the employer and the aggrieved
4 employee or representative by certified mail that it does not
5 intend to investigate the alleged violation within 60 calendar days
6 of the postmark date of the notice received pursuant to paragraph
7 (1). Upon receipt of that notice or if no notice is provided within
8 65 calendar days of the postmark date of the notice given
9 pursuant to paragraph (1), the aggrieved employee may
10 commence a civil action pursuant to Section 2699.

11 28. On September 17, 2020, PLAINTIFF satisfied the procedural requirements of
12 California Labor Code section 2699.3 subdivision (a)(1)(A), by providing written notice of his
13 claims for wage and hour violations and penalties to the LWDA with an online filing and to
14 DEFENDANTS via certified mail. To date, the LWDA has not provided notice as to whether it
15 intends to investigate PLAINTIFF's allegations. As such, PLAINTIFF has complied with the
16 administrative requirements of PAGA.

17 **CLASS ACTION ALLEGATIONS**

18 29. This action is maintainable as a class action pursuant to California Code of Civil
19 Procedure section 382 as to claims for unpaid minimum, overtime, and vested wages, unlawful
20 wage deductions, meal period violations, unpaid business expenses, untimely paid wages,
21 itemized wage statement violations, penalties and attorneys' fees and costs under the California
22 Labor Code and Business and Professions Code. PLAINTIFF brings this action on behalf of
23 himself and all others similarly situated because there is a well-defined community of interest
24 in the litigation and the proposed class is easily ascertainable.

25 30. PLAINTIFF seeks to represent the following classes:

26 (a) All current and former employees employed by
27 DEFENDANTS in an electrical occupation or similar position in
28 the State of California and who were compensated by the hour

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1 within four (4) years of the date of commencement of this action,
2 through the date of final disposition of this action ("Electrician
3 Class" or "Class");

4 (b) All current and former employees of DEFENDANTS in
5 the State of California whose wages were deducted through the
6 "Share the Light" program within four (4) years of the date of
7 commencement of this action, through the date of final
8 disposition of this action ("Unlawful Deduction Class"); and,

9 (c) All current and former employees of DEFENDANTS in
10 the State of California that earned and accrued vacation within
11 four (4) years of the date of commencement of this action,
12 through the date of final disposition of this action ("Vacation
13 Class").

14 31. PLAINTIFF also seeks to represent the following subclasses within the Class:

15 (a) All current and former employees employed by
16 DEFENDANTS in an electrical occupation or similar position in
17 the State of California that have been paid on an hourly basis and
18 who were not paid for all hours worked ("Minimum Wage
19 Subclass");

20 (b) All current and former employees employed by
21 DEFENDANTS in an electrical occupation or similar position in
22 the State of California that have been paid on an hourly basis and
23 who were not paid one and one-half and/or two times their
24 regular rate of pay for all overtime hours worked ("Overtime
25 Subclass");

26 (c) All current and former employees employed by
27 DEFENDANTS in an electrical occupation or similar position in
28 the State of California that have been paid on an hourly basis and

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who have worked more than five (5) hours in a workday without being provided with an uninterrupted thirty (30) minute meal period after five hours of work and denied compensation for meal break violations under California Labor Code sections 226.7, 512, and various IWC Wage Orders (“Meal Break Subclass”);

(d) All current and former employees employed by DEFENDANTS in an electrical occupation or similar position in the State of California that have been paid on an hourly basis and who were required to incur business expenses (e.g. cell phone, work tools) and were not reimbursed for the cost of the business expense (“Business Expense Subclass”);

(e) All current and former employees employed by DEFENDANTS in an electrical occupation or similar position in the State of California that have been paid on an hourly basis and who were not provided with timely wages at the time of separation of employment pursuant to California Labor Code sections 201 and 202 (“Timely Payment Subclass”); and,

(f) All current and former employees employed by DEFENDANTS in an electrical occupation or similar position in the State of California that have been paid on an hourly basis and who were not provided with accurate itemized wage statements (“Wage Statement Subclass”).

32. Excluded from the classes are all defendants, their officers, subsidiaries, affiliates, and any entity in which DEFENDANTS have a controlling interest.

33. PLAINTIFF reserves the right under California Rules of Court, rule 3.765, subdivision (b), to amend or modify the class descriptions with greater specificity of further division into subclasses or limitation to particular issues.

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1 **Numerosity of Class**

2 34. The employees in the classes defined above are so numerous that joinder of all
3 members is impracticable. Although the precise number of such employees is unknown,
4 PLAINTIFF believe that hundreds of employees would fall within the putative classes. The
5 exact number is easily ascertained from DEFENDANTS' own employment records, which are
6 presently within the control of DEFENDANTS. Furthermore, upon application by
7 PLAINTIFF's counsel for certification of the classes, the Court may be requested to also
8 incorporate subclasses in the interest of justice and judicial economy.

9 **Existence and Predominance of Common Questions of Fact and Law**

10 35. Common questions of law and fact exist as to the class members that
11 predominate over any questions only affecting them individually and include, but are not
12 limited to, the following:

- 13 (a) Whether DEFENDANTS violated the California Labor Code and IWC Wage
14 Order as a result of the allegations described in this Complaint;
- 15 (b) Whether DEFENDANTS violated the California Labor Code and IWC Wage
16 Order by failing to compensate PLAINTIFF and the Electrician Class the minimum
17 wage for all hours worked;
- 18 (c) Whether DEFENDANTS violated the California Labor Code and IWC Wage
19 Order by automatically deducting one hour from the amount of time PLAINTIFF and
20 the Electrician Class worked each day, irrespective of whether or not they actually took
21 a one-hour, off-duty meal break;
- 22 (d) Whether DEFENDANTS violated the California Labor Code and IWC Wage
23 Order by failing to pay overtime wages for all hours worked in excess of eight in one
24 workday or forty in one workweek or for the first eight hours of the seventh consecutive
25 day of work to PLAINTIFF and the Electrician Class at their regular rates of pay;
- 26 (e) Whether DEFENDANTS violated the California Labor Code by deducting
27 wages from PLAINTIFF and the Unlawful Deduction Class without an express written
28 agreement through the "Share the Light" program;

- 1 (f) Whether DEFENDANTS violated the California Labor Code and IWC Wage
2 Order by failing to provide uninterrupted 30-minute meal periods to PLAINTIFF and
3 the Electrician Class by the end of their fifth hour of work and failing to compensate
4 said employees one hour of pay at their regular rates of pay for each workday that a
5 meal period was not provided;
- 6 (g) Whether DEFENDANTS violated the California Labor Code by failing to pay
7 PLAINTIFF and the Vacation Class their vested vacation wages at their final rate of pay
8 when their employment ended;
- 9 (h) Whether DEFENDANTS violated the California Labor Code by failing to
10 reimburse PLAINTIFF and the Electrician Class for necessarily incurred business
11 expenses (i.e. cell phones and work tools);
- 12 (i) Whether DEFENDANTS violated the California Labor Code by failing to pay
13 all earned wages due and owing at the time the employment of any member of the
14 Electrician Class was terminated;
- 15 (j) Whether DEFENDANTS violated the California Labor Code and IWC Wage
16 Order by failing to provide the Electrician Class with accurate and itemized wage
17 statements;
- 18 (k) Whether DEFENDANTS violated section 17200 *et seq.* of the California
19 Business and Professions Code by the violations of California law;
- 20 (l) Whether PLAINTIFF and the Electrician Class are entitled to damages,
21 restitution, wages, statutory penalties, injunctive and declaratory relief, attorneys' fees,
22 interest, and costs, and other relief pursuant to the California Labor Code, IWC Wage
23 Orders, and California Business and Professions Code sections 17200 *et seq.*; and,
- 24 (m) The nature and extent of class-wide injuries and the measure of damages,
25 restitution and disgorgement for the injuries.

26 36. There are no individualized factual or legal issues for the Court to resolve that
27 would prevent this case from proceeding as a class action.

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Typicality

37. The claims of PLAINTIFF are typical of the claims of the classes he seeks to represent. PLAINTIFF and the classes sustained injuries and damages arising out of and caused by DEFENDANTS' common course of conduct in violation of California laws. PLAINTIFF and the classes work, or have worked, for DEFENDANTS as employees at DEFENDANTS' jobsites. PLAINTIFF and the classes have the same rights to be paid for all hours worked based upon California wage and hour laws. PLAINTIFF and the classes have not been credited or compensated for all their work performed for the benefit of DEFENDANTS. PLAINTIFF and the classes have suffered damages, including unpaid minimum, overtime, and vested vacation wages, unlawful deductions, meal period violations, unpaid business expenses, untimely paid wages, and itemized wage statement violations from DEFENDANTS' wrongful conduct. In addition, PLAINTIFF and the classes are entitled to equitable relief, as permitted by law, because DEFENDANTS' violations of state statutes have harmed the classes and constitute an unfair business practice, especially when compared to those competitors who comply with California wage and hour laws.

Adequacy

38. PLAINTIFF will fairly and adequately represent and protect the interests of the classes. PLAINTIFF has retained counsel competent and experienced in complex class actions, and labor and employment litigation.

Superiority

39. A class action is superior to other available methods for the fair and efficient adjudication of this litigation. The classes have been damaged and are entitled to recovery as a result of DEFENDANTS' common and uniform unlawful policies, practices and procedures. Although the relative damages suffered by individual class members are not de minimis, such damages are small compared to the expense and burden of individual prosecution of this litigation. An individual plaintiff may lack the financial resources to vigorously prosecute a lawsuit against a corporate defendant to recover such damages. Even if the individual class members could afford to prosecute their claims separately, such individual prosecutions would

1 constitute a waste of the judicial resources. In addition, class litigation is superior because it
2 will obviate the need for unduly duplicative litigation that might result in inconsistent
3 judgments about DEFENDANTS' practices.

4 **CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGE**

7 **(Violation of Cal. Lab. Code §§ 1194, 1197 and IWC Wage Order 16-2001 § 4)**

8 **(PLAINTIFF, individually and on behalf of the Electrician Class, against FSG and DOES**
9 **1 through 30, inclusive)**

10 40. PLAINTIFF re-alleges and incorporates by reference each and every allegation
11 set forth in all the foregoing paragraphs as if fully set forth herein.

12 41. At all times relevant herein, DEFENDANTS were required to compensate
13 PLAINTIFF and the Electrician Class for all hours worked up to eight (8) in a day and forty
14 (40) in a week, at no less than the applicable minimum wage rate.

15 42. DEFENDANTS failed to pay PLAINTIFF and the Electrician Class minimum
16 wage for all hours worked. As an example, DEFENDANTS automatically deducted a one-hour
17 meal period from the amount of time PLAINTIFF and the Electrician Class worked each day,
18 even when PLAINTIFF and the Electrician Class did not receive a one hour off-duty meal
19 period. As a result, PLAINTIFF and the Electrician Class were not compensated for all of their
20 hours worked.

21 43. California Labor Code section 1197 states, in pertinent part, "[t]he minimum
22 wage for employees fixed by the commission...is the minimum wage to be paid to employees,
23 and the payment of a lower wage than the minimum so fixed is unlawful."

24 44. The applicable minimum wages fixed by the commission is found in the IWC
25 California Minimum Wage Order and states that every employer with twenty-six (26) or more
26 employees shall pay to each employee wages not less than eleven dollars (\$11.00) per hour for
27 all hours worked, effective January 1, 2018, and not less than twelve dollars (\$12.00) per hour
28 for all hours worked, effective January 1, 2019.

1 45. The minimum wage provisions of California Labor Code are enforceable by
2 private civil action pursuant to California Labor Code section 1194, subdivision (a), which
3 states:

4 Notwithstanding any agreement to work for a lesser wage, any
5 employee receiving less than the legal minimum wage or the
6 legal overtime compensation applicable to the employee is
7 entitled to recover in a civil action the unpaid balance of the full
8 amount of this minimum wage or overtime compensation,
9 including interest thereon, reasonable attorney's fees, and costs of
10 suit.

11 46. As described in California Labor Code sections 1185 and 1194.2, any action for
12 wages incorporates the applicable Wage Order of the California IWC.

13 47. California Labor Code section 1194.2 also provides for the following remedies:

14 In any action under Section ... 1194 ... to recover wages because
15 of the payment of a wage less than the minimum wage fixed by
16 an order of the commission or by statute, an employee shall be
17 entitled to recover liquidated damages in an amount equal to the
18 wages unlawfully unpaid and interest thereon.

19 48. DEFENDANTS had the ability to pay minimum wages to PLAINTIFF and the
20 Electrician Class for all hours worked and have willfully refused to pay such wages with the
21 intent to secure for DEFENDANTS a discount upon this indebtedness with the intent to annoy,
22 harass, oppress, hinder, delay, or defraud PLAINTIFF and the Electrician Class. PLAINTIFF
23 and the Electrician Class have suffered and continue to suffer substantial losses related to the
24 use and enjoyment of such compensation and lost interest on such wages.

25 49. WHEREFORE, PLAINTIFF and the Electrician Class are entitled to recover the
26 unpaid minimum wages, liquidated damages in an amount equal to the minimum wages
27 unlawfully unpaid, interest thereon, statutory penalties, civil penalties and reasonable attorneys'
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1 fees and costs of suit pursuant to California Labor Code sections 558, 1194, subdivision (a),
2 1194.2, and 2698 *et seq.*

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES**

5 **(Violation of Cal. Lab. Code §§ 510, 1194, 1198 and IWC Wage Order 16-2001 § 3)**

6 **(PLAINTIFF, individually and on behalf of the Electrician Class, against FSG and DOES**
7 **1 through 30, inclusive)**

8 50. PLAINTIFF re-alleges and incorporates by reference each and every allegation
9 set forth in all the foregoing paragraphs as if fully set forth herein.

10 51. DEFENDANTS failed to pay PLAINTIFF and the Electrician Class one and
11 one-half times their regular rates of pay for all hours worked in excess of eight in one workday
12 or forty in one workweek or the first eight hours worked on the seventh consecutive day of
13 work in a workweek. As an example, DEFENDANTS did not pay PLAINTIFF and the
14 Electrician Class the required one and one-half times their regular rate of pay in overtime
15 wages when PLAINTIFF and the Electrician Class worked private jobs and public work
16 projects, which required the payment of a prevailing wage, during the same workweek. Instead
17 of including the prevailing wage compensation in the regular rate of pay calculation for the
18 overtime hours worked on non-public projects, DEFENDANTS paid PLAINTIFF and the
19 Electrician Class's overtime rates at one and one-half times their straight hourly rate.

20 52. California Labor Code section 510, subdivision (a), provides, in pertinent part:

21 Eight hours of labor constitutes a day's work. Any work in excess
22 of eight hours in one workday and any work in excess of 40
23 hours in any one workweek and the first eight hours worked on
24 the seventh day of work in any one workweek shall be
25 compensated at the rate of no less than one and one-half times the
26 regular rate of pay for an employee. Any work in excess of 12
27 hours in one day shall be compensated at the rate of no less than
28 twice the regular rate of pay for an employee.

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1 57. California Labor Code sections 221, 223, and 224 require DEFENDANTS to pay
2 PLAINTIFF and the Unlawful Deduction Class all hours worked at either the statutory or
3 agreed rate and prohibit DEFENDANTS from deducting any portion of PLAINTIFF and the
4 Unlawful Deduction Class's wages without an express written agreement.

5 58. California Labor Code section 221 states, "[i]t shall be unlawful for any
6 employer to collect or receive from an employee any part of wages theretofore paid by said
7 employer to said employee."

8 59. California Labor Code section 224 permits any portion of wages be withheld or
9 diverted from an employee's pay only when required or empowered to do so by state or federal
10 law or when a deduction is expressly authorized in writing by the employee when such
11 deduction does not amount to a rebate or deduction from the standard wage pursuant to wage
12 agreement or statute.

13 60. DEFENDANTS violated California Labor Code sections 221, 223, 224 and
14 Business and Professions Code sections 17200 *et seq.* by unlawfully deducting PLAINTIFF's
15 wages without an express written agreement. DEFENDANTS unlawfully instituted and
16 required PLAINTIFF and the Unlawful Deduction Class to participate in the company's "Share
17 the Light" program, wherein DEFENDANTS made deductions from PLAINTIFF and the
18 Unlawful Deduction Class's earned wages without an express agreement or policy.

19 61. As a result of these unlawful acts by DEFENDANTS, PLAINTIFF and the
20 Unlawful Deduction Class have suffered losses related to the use and enjoyment of
21 compensation due and owing to them.

22 62. WHEREFORE, PLAINTIFF and the Unlawful Deduction Class are entitled to
23 recover the unlawfully deducted wages in an amount to be determined at trial. DEFENDANTS
24 are further liable for pre-judgment interest thereon, civil penalties, and reasonable attorneys'
25 fees and costs of suit pursuant to California Labor Code sections 218.5, 218.6, and 2698 *et seq.*

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **(Violation of Cal. Lab. Code §§ 226.7, 512 and IWC Wage Order 16-2001 § 10)**

4 **(PLAINTIFF, individually and on behalf of the Electrician Class, against FSG and DOES**
5 **1 through 30, inclusive.)**

6 63. PLAINTIFF re-alleges and incorporates by reference each and every allegation
7 set forth in all the foregoing paragraphs as if fully set forth herein.

8 64. At all times relevant herein, California Labor Code section 512 provided that
9 “[a]n employer shall not employ an employee for a work period of more than five hours per
10 day without providing the employee with a meal period of not less than 30 minutes ...” and
11 “[a]n employer shall not employ an employee for a work period of more than 10 hours per day
12 without providing the employee with a second meal period of not less than 30 minutes...”

13 65. Further, California Labor Code section 226.7 provides:

14 (b) An employer shall not require an employee to work during
15 a meal...period mandated pursuant to an applicable...order of
16 the Industrial Welfare Commission...

17 (c) If an employer fails to provide an employee a meal...
18 period in accordance with...[an] order of the Industrial Welfare
19 Commission,...the employer shall pay the employee one
20 additional hour of pay at the employee’s regular rate of
21 compensation for each workday that the meal...period is not
22 provided.

23 66. Subdivision 10 of the applicable IWC Wage Orders provides as follows:

24 (A) No employer shall employ any person for a work period of
25 more than five (5) hours without a meal period of not less than
26 30 minutes ...

27 (F) If an employer fails to provide an employee a meal period in
28 accordance with the applicable provisions of this order, the

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1 employer shall pay the employee one (1) hour of pay at the
2 employee's regular rate of compensation for each workday that
3 the meal period is not provided.

4 67. PLAINTIFF, as well as other Electrician Class members, were not provided
5 time to take an off-duty thirty (30) minute meal period before the end of their fifth hour of
6 work. PLAINTIFF and the Electrician Class were not provided with their meal periods
7 because they were not allowed to take such breaks within the first five hours of their
8 employment if they were working on a project for DEFENDANTS. Moreover, even when
9 PLAINTIFF and the Electrician Class were able to start a meal period within the first five
10 hours of their employment, they were not relieved of their duties, as they were often
11 interrupted for business related reasons.

12 68. PLAINTIFF and, on information and belief, the Electrician Class he seeks to
13 represent, did not voluntarily or willfully waive meal periods. Any express or implied waivers
14 obtained from PLAINTIFF and/or the Electrician Class were not willfully obtained, were not
15 voluntarily agreed to, were a condition of employment, or were part of an unlawful contract of
16 adhesion. DEFENDANTS did not provide PLAINTIFF and, on information and belief, the
17 Electrician Class time to take meal periods in accordance with the law.

18 69. As a result of DEFENDANTS' failure to comply with the meal period
19 regulations set forth in the IWC Wage Orders and the California Labor Code, each Electrician
20 Class member is entitled to one (1) hour of additional pay at the regular rate of compensation
21 for each uninterrupted off-duty meal period that was not provided pursuant to California Labor
22 Code sections 226.7, 512 and the IWC Wage Orders. PLAINTIFF and the Electrician Class
23 are further entitled to restitution in the amount of thirty (30) minutes of pay time for each meal
24 period that DEFENDANTS did not provide.

25 70. DEFENDANTS are further liable for civil penalties and reasonable attorneys'
26 fees and costs pursuant to California Labor Code sections 558 and 2698 *et seq.*

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1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PAY VESTED VACATION WAGES**

3 **(Violation of Cal. Lab. Code § 227.3)**

4 **(PLAINTIFF, individually and on behalf of the Vacation Class, against FSG and DOES 1**
5 **through 30, inclusive)**

6 71. PLAINTIFF re-alleges and incorporates by reference each and every allegation
7 set forth in all the foregoing paragraphs as if fully set forth herein.

8 72. Under California law, vacation pay is another form of wages which vests as it is
9 earned. California Labor Code section 227.3 provides that upon termination of employment,
10 all vested vacation must be paid to the employee at the final rate of pay.

11 73. DEFENDANTS failed to provide PLAINTIFF and Vacation Class members
12 with their vested vacation wages upon separation of employment. On occasions when
13 DEFENDANTS did provide its employees with pay for their earned and unused vacation,
14 DEFENDANTS failed to include the total compensation earned when they paid the Vacation
15 Class their vested vacation wages.

16 74. As a result, DEFENDANTS systematically failed to pay PLAINTIFF and the
17 Vacation Class's vested vacation wages at their final rate of pay when their employment ended.

18 75. In violation of the applicable sections of the California Labor Code,
19 DEFENDANTS, as a matter of corporate policy, practice and procedure, intentionally,
20 knowingly and systematically failed to properly compensate PLAINTIFF and the Vacation
21 Class for all earned and accumulated vacation upon the end of their employment because
22 DEFENDANTS failed to pay the vacation wages entirely and/or at their final rate of pay.

23 76. The above-mentioned uniform and systematic policies, practices and procedures
24 of DEFENDANTS were intended to purposefully avoid the payment of wages required by
25 California law which allows DEFENDANTS to illegally profit and gain an unfair advantage
26 over competitors.

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1 77. WHEREFORE, PLAINTIFF and the Vacation Class are entitled to recover
2 wages for all of the vacation time that had vested prior to termination of their employment at
3 their final rate of pay in accordance with California Labor Code section 227.3.

4 78. DEFENDANTS are further liable for pre-judgment interest, civil penalties,
5 attorneys' fees and costs of suit pursuant to California Labor Code sections 218.5, 218.6, and
6 2698 *et seq.*

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

9 **(Violation of Cal. Lab. Code § 2802)**

10 **(PLAINTIFF, individually and on behalf of the Electrician Class, against FSG and DOES**

11 **1 through 30, inclusive)**

12 79. PLAINTIFF re-alleges and incorporates by reference each and every allegation
13 set forth in all the foregoing paragraphs as if fully set forth herein.

14 80. California Labor Code section 2802 requires DEFENDANTS to indemnify their
15 employees for all expenses that the employees necessarily expend as a direct result of discharge
16 of their employment duties or at the direction of the employer.

17 81. As electricians, PLAINTIFF and the Electrician Class were required to keep in
18 constant communication with DEFENDANTS' more senior personnel via their personal cell
19 phones when performing their job duties. DEFENDANTS additionally required PLAINTIFF
20 and the Electrician Class to purchase tools which were necessary to perform work on
21 DEFENDANTS' jobsites. If PLAINTIFF or the Electrician Class failed to purchase said tools
22 they would be subject to discipline, up to and including termination. During his employment,
23 PLAINTIFF spent over \$1,000 on tools which DEFENDANTS required him to purchase. The
24 cell phone and tool expenses are, and were, necessarily incurred by PLAINTIFF and the
25 Electrician Class in the discharge of their duties. During the class period, DEFENDANTS had
26 a policy and practice of not reimbursing PLAINTIFF and the Electrician Class for their cell
27 phone and tool expenses.

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1 87. DEFENDANTS willfully failed to timely pay PLAINTIFF and the former
2 employees within the Electrician Class all of their wages due for work performed at the time of
3 separation. This failure continued through the time in which PLAINTIFF and many members
4 of the Electrician Class quit or were discharged from their employment with DEFENDANTS.
5 As a result, DEFENDANTS violated California Labor Code section 201 and/or 202.

6 88. California Labor Code section 203 states, in pertinent part:

7 If an employer willfully fails to pay, without abatement or
8 reduction, in accordance with Sections 201, 201.3, 201.5, 201.6,
9 201.8, 201.9, 202, and 205.5, any wages of an employee who is
10 discharged or who quits, the wages of the employee shall
11 continue as a penalty from the due date thereof at the same rate
12 until paid or until an action therefor is commenced; but the wages
13 shall not continue for more than 30 days... Suit may be filed for
14 these penalties at any time before the expiration of the statute of
15 limitations on any action for the wages from which the penalties
16 arise.

17 89. As noted above, DEFENDANTS violated California Labor Code sections 201
18 and/or 202 by failing to pay class members who quit or were involuntarily terminated, all of the
19 wages due pursuant to the timelines provided in those sections. DEFENDANTS willfully
20 failed to pay all wages due as the failure to pay was not inadvertent or accidental.

21 90. PLAINTIFF and the Electrician Class he seeks to represent are entitled to
22 compensation for all forms of wages earned, including, but not limited to, compensation for all
23 hours worked, unpaid overtime wages, unpaid vested wages, unlawfully deducted wages,
24 premium pay for meal period violations, and other claims described in this Complaint. But, to
25 date, PLAINTIFF and the Electrician Class have not received such compensation, therefore
26 entitling them to penalties under California Labor Code section 203.

27 91. More than thirty (30) days have passed since PLAINTIFF and many affected
28 members of the Electrician Class have left DEFENDANTS' employ, and on information and

1 belief, have not received payment pursuant to California Labor Code sections 201, 202 and/or
2 203. As a consequence of DEFENDANTS' willful conduct in not paying all earned wages,
3 PLAINTIFF and the former employees within the Electrician Class are entitled to thirty (30)
4 days wages as a premium wage or penalty under California Labor Code section 203.

5 92. WHEREFORE, PLAINTIFF and the Electrician Class he seeks to represent are
6 entitled to California Labor Code section 203 penalties in amounts to be determined at trial and
7 civil penalties, attorneys' fees, costs and interest pursuant to California Labor Code sections
8 218.5, 218.6 and 2698 *et seq.*

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO MAINTAIN PAYROLL RECORDS AND PROVIDE ACCURATE**

11 **ITEMIZED WAGE STATEMENTS**

12 **(Violation of Cal. Lab. Code §§ 226, 1174 and IWC Wage Order 16-2001 § 6)**

13 **(PLAINTIFF, individually and on behalf of the Electrician Class, against FSG and DOES**

14 **1 through 30, inclusive)**

15 93. PLAINTIFF re-alleges and incorporates by reference each and every allegation
16 set forth in all the foregoing paragraphs as if fully set forth herein.

17 94. California Labor Code section 226, subdivision (a), states:

18 An employer, semimonthly or at the time of each payment of
19 wages, shall furnish to his or her employee, either as a detachable
20 part of the check, draft, or voucher paying the employee's wages,
21 or separately if wages are paid by personal check or cash, an
22 accurate itemized statement in writing showing (1) gross wages
23 earned, (2) total hours worked by the employee, except as
24 provided in subdivision (j), (3) the number of piece-rate units
25 earned and any applicable piece rate if the employee is paid on a
26 piece-rate basis, (4) all deductions, provided that all deductions
27 made on written orders of the employee may be aggregated and
28 shown as one item, (5) net wages earned, (6) the inclusive dates of

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1 the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of his or her social security
3 number or an employee identification number other than a social
4 security number, (8) the name and address of the legal entity that
5 is the employer...and (9) all applicable hourly rates in effect
6 during the pay period and the corresponding number of hours
7 worked at each hourly rate by the employee...The deductions
8 made from payment of wages shall be recorded in ink or other
9 indelible form, properly dated, showing the month, day, and year,
10 and a copy of the statement and the record of the deductions shall
11 be kept on file by the employer for at least three years at the place
12 of employment or at a central location within the State of
13 California.

14 95. In addition, section 1174 of the California Labor Code, and section 6 of the IWC
15 Wage Orders, require DEFENDANTS to maintain and preserve, in a centralized location,
16 among other items, records showing the names and addresses of all employees employed and
17 payroll records showing the hours worked daily by and the wages paid to its employees.
18 DEFENDANTS have created a uniform practice of knowingly and intentionally failing to
19 comply with California Labor Code section 1174. The failure of DEFENDANTS, and each of
20 them, to comply with California Labor Code section 1174 is unlawful pursuant to California
21 Labor Code section 1175.

22 96. DEFENDANTS knowingly and intentionally failed to furnish itemized
23 statements that accurately reflected: (1) gross wages earned; (2) net wages earned; (3) total
24 hours worked by the employee; and, (4) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee as
26 required by California Labor Code section 226, subdivision (a).

27 97. By failing to furnish accurate itemized statements as required by California
28 Labor Code sections 226 and 1174 and the IWC Wage Orders, DEFENDANTS have injured

1 PLAINTIFF and the Electrician Class. DEFENDANTS' failure to provide accurate and
2 complete information could not have promptly and easily been determined from the wage
3 statement alone and thus PLAINTIFF and the Electrician Class have suffered injury pursuant to
4 California Labor Code 226, subdivision (e)(2)(B). DEFENDANTS' misrepresentations and
5 inaccuracies have deprived PLAINTIFF and Electrician Class of information they are entitled
6 to and made it difficult for the Electrician Class to calculate the unpaid wages due.

7 98. As a result, DEFENDANTS are liable to PLAINTIFF and the Electrician Class
8 for actual damages and attorneys' fees, costs, and interest pursuant to California Labor Code
9 section 226, subdivision (e)(1). DEFENDANTS are also liable for civil penalties and
10 reasonable attorneys' fees and costs of suit pursuant to California Labor Code sections 226.3,
11 1174.5, and 2698 *et seq.*, in an amount to be proven at trial.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ONE DAY'S REST IN SEVEN**

14 **(Violation of Cal. Lab. Code §§ 551, 552)**

15 **(PLAINTIFF, individually and on behalf of the Aggrieved Employees and the General**
16 **Public, against FSG and DOES 1 through 30, inclusive.)**

17 99. PLAINTIFF re-alleges and incorporates by reference each and every allegation
18 set forth in all the foregoing paragraphs as if fully set forth herein.

19 100. California Labor Code section 551 states, "[e]very person employed in any
20 occupation of labor is entitled to one day's rest therefrom in seven." California Labor Code
21 section 552 provides that "[n]o employer of labor shall cause his employees to work more than
22 six days in seven."

23 101. PLAINTIFF and other Aggrieved Employees were required to work more than
24 six days in a row without receiving the legally-mandated one day's rest in seven. Thereby,
25 DEFENDANTS caused PLAINTIFF and other Aggrieved Employees to work more than six
26 days in seven and did not provided the "one day's rest ... in seven," pursuant to Labor Code
27 section 551.

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102. Therefore, PLAINTIFF is entitled to recover civil penalties under California Labor Code section 558. DEFENDANTS are further liable for civil penalties, attorneys' fees, and costs of suit pursuant to California Labor Code section 2698 *et seq.*

TENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA UNFAIR COMPETITION LAW

(Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*)

(PLAINTIFF, individually and on behalf of the Electrician Class, Vacation Class, Unlawful Deduction Class, and Aggrieved Employees and the General Public, against FSG and DOES 1 through 30, inclusive)

103. PLAINTIFF re-alleges and incorporates by reference each and every allegation set forth in all the foregoing paragraphs as if fully set forth herein.

104. DEFENDANTS engaged in unlawful activity prohibited by California Business and Professions Code section 17200 *et seq.* The actions of DEFENDANTS as alleged within this Complaint constitute unlawful and unfair business practices with the meaning of California Business and Professions Code sections 17200 *et seq.*

105. As described above, DEFENDANTS have conducted the following unlawful activities:

- (a) violation of California Labor Code sections 1194, 1197, and IWC Wage Order 16-2001 by failing to pay at least the minimum wage for all hours worked by PLAINTIFF and the Electrician Class;
- (b) violation of California Labor Code sections 510, 1194, and 1198 by failing to pay overtime wages at the correct rate of pay to PLAINTIFF and the Electrician Class;
- (c) violation of California Labor Code section 221 and 223 by making deductions from PLAINTIFF and the Unlawful Deduction Class's earned wages without an express written agreement;
- (d) violation of California Labor Code section 226.7 by failing to provide PLAINTIFF and the Electrician Class with meal periods as mandated by

1 IWC Wage Order 16-2001 and failing to properly pay PLAINTIFF and
2 the Electrician Class for meal period violations;

3 (e) violation of California Labor Code section 227.3 by failing to pay
4 PLAINTIFF and the Vacation Class their vested vacation wages at their
5 final rate of pay when their employment ended;

6 (f) violation of California Labor Code section 2802 by failing to reimburse
7 PLAINTIFF and the Electrician Class for all expenses reasonably
8 incurred in the course of performing their job duties;

9 (g) violation of California Labor Code sections 201 and 202 by failing to
10 pay all wages earned and unpaid at the time PLAINTIFF and certain
11 members of the Electrician Class were separated from their employment
12 with DEFENDANTS;

13 (h) violation of California Labor Code section 226 by failing to provide
14 PLAINTIFF and the Electrician Class with accurate itemized wage
15 statements; and,

16 (i) violation of California Labor Code section 551 and 552 by failing to
17 provide PLAINTIFF and other Aggrieved Employees with one day of
18 rest in seven.

19 106. DEFENDANTS' activities also constitute unfair practices in violation of
20 California Business and Professions Code section 17200 *et seq.*, because DEFENDANTS'
21 practices violate the above-noted laws, and/or violate an established public policy and/or the
22 practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to
23 PLAINTIFF and the classes.

24 107. As a result of DEFENDANTS' violations of the California Labor Code,
25 PLAINTIFF suffered injury-in-fact and has lost money or property as a result of
26 DEFENDANTS' practices. This injury-in-fact and loss of money or property consists of the
27 lost wages and other restitutionary remedies provided by the California Labor Code as detailed
28 in this Complaint and other resulting harms. A tally of these damages cannot readily be

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1 determined as the employment records are held exclusively or nearly exclusively in
2 DEFENDANTS' control. PLAINTIFF is entitled to restitution, declaratory and other equitable
3 relief against such unlawful practices to prevent future damage for which there is no adequate
4 remedy at law, and to avoid a multiplicity of lawsuits. PLAINTIFF is also seeking in the
5 alternative, by this class action, restitutionary disgorgement of such monies into a fluid
6 recovery fund.

7 108. As a result of its unlawful acts, DEFENDANTS have reaped and continue to
8 reap unfair benefits and unlawful profits at the expense of PLAINTIFF and the classes.
9 DEFENDANTS should be enjoined from this activity and made to disgorge these ill-gotten
10 gains and restore to PLAINTIFF and the classes the wrongfully withheld wages pursuant to
11 Business and Professions Code section 17203. PLAINTIFF is informed and believes, and
12 thereon alleges, that DEFENDANTS are unjustly enriched through their failure to pay legal
13 wages, and/or other remedies. PLAINTIFF is informed and believes, and thereon alleges, that
14 PLAINTIFF and the classes are prejudiced by DEFENDANTS' unfair trade practices.

15 109. As a direct and proximate result of the unfair business practices of
16 DEFENDANTS, and each of them, PLAINTIFF, individually and on behalf of all employees
17 similarly situated, is entitled to equitable and injunctive relief, including full restitution and/or
18 disgorgement of all wages which have been unlawfully withheld from PLAINTIFF and the
19 Class as a result of the business acts and practices described herein and enjoining
20 DEFENDANTS to cease and desist from engaging in the practices described herein for the
21 maximum time permitted pursuant to Business and Professions Code section 17208, including
22 any tolling.

23 110. The unlawful and unfair conduct alleged herein is continuing, and there is no
24 indication that DEFENDANTS will refrain from such activity in the future. PLAINTIFF
25 believes and alleges that if DEFENDANTS are not enjoined from the conduct set forth in this
26 Complaint, they will continue to violate California labor laws.

27 111. WHEREFORE, PLAINTIFF and the classes he seeks to represent request relief
28 as described herein and below.

1 ELEVENTH CAUSE OF ACTION

2 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 (Cal. Lab. Code §§ 2698 *et seq.*)

4 **(PLAINTIFF, individually and on behalf of the Aggrieved Employees and the General**
5 **Public, against FSG and DOES 1 through 30, inclusive)**

6 112. PLAINTIFF re-alleges and incorporates by reference each and every allegation
7 set forth in all the foregoing paragraphs as if fully set forth herein.

8 113. PLAINTIFF submits this Complaint to include allegations pursuant to California
9 Labor Code section 2698 *et seq.*, the Private Attorneys General Act of 2004. As described
10 above, PLAINTIFF has complied with all of the administrative requirements.

11 114. PLAINTIFF is an aggrieved employee as defined in California Labor Code
12 section 2699, subdivision (c). PLAINTIFF brings this case on behalf of himself and other
13 current or former aggrieved employees affected by the labor law violations alleged in this
14 Complaint.

15 115. California Labor Code section 2699, subdivision (f), provides, in pertinent part:

16 For all provisions of this code except those for which a civil
17 penalty is specifically provided, there is established a civil
18 penalty for a violation of these provisions, as follows: . . . (2) If,
19 at the time of the alleged violation, the person employs one or
20 more employees, the civil penalty is one hundred dollars (\$100)
21 for each aggrieved employee per pay period for the initial
22 violation and two hundred dollars (\$200) for each aggrieved
23 employee per pay period for each subsequent violation.

24 116. PLAINTIFF also seeks civil penalties as provided under applicable California
25 Labor Code sections for violations of the California Labor Code alleged herein pursuant to
26 California Labor Code section 2699, subdivision (a). To the extent that any violation alleged
27 herein does not carry a penalty, PLAINTIFF seeks civil penalties pursuant to California Labor
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1 Code section 2699, subdivision (f). PLAINTIFF is also entitled to an award of attorneys' fees
2 and costs as set forth below.

3 117. PLAINTIFF's PAGA claim does not require class certification because these
4 claims are made by PLAINTIFF on the behalf primarily of the State of California in this action.
5 Indeed, seventy-five percent (75%) of the net penalties obtained through PAGA accrue to the
6 State of California. Both the language of PAGA and the express intent of the Legislature
7 indicate that an aggrieved employee may bring an action on behalf of other employees without
8 complying with the requirements of a class action. California Labor Code section 2699
9 specifically states that an aggrieved employee may bring an action on behalf of other
10 employees, "[n]otwithstanding any other provision of law..." The wording of the PAGA,
11 which authorizes an aggrieved employee to bring an action "on behalf of himself or herself and
12 other current or former employees... [,]" is similar to the former wording of Business and
13 Professions Code section 17204, which authorized a person to bring an action "acting for the
14 interests of itself, its members or the general public." The Legislature has made clear that an
15 action under the PAGA is in the nature of an enforcement action, with the aggrieved employee
16 acting as a Private Attorney General to collect penalties from employers who violate labor
17 laws. Such an action is fundamentally a law enforcement action designed to protect the public
18 and penalize defendants for past illegal conduct. Restitution is not the primary object of a
19 PAGA action. An action under the PAGA is not for the purpose of recovering damages, but
20 only for the recovery of a civil penalty. Further, PAGA recoveries do not preclude an
21 employee from pursuing any other claim he/she may have available under the law, including
22 those for any unpaid wages.

23 118. As such, PLAINTIFF individually holds a substantive right to bring PAGA
24 claims by standing in the shoes of, and on behalf of, the State of California to enforce
25 California labor laws.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF, on behalf of himself and the classes he seeks to represent
3 in this Complaint, requests the following relief:

4 1. That the Court determine this action be maintained as a
5 class action under California Code of Civil Procedure section 382
6 with the named PLAINTIFF appointed as class representative;

7 2. For the attorneys appearing on the above-caption to be
8 named class counsel;

9 3. For a declaratory judgment that DEFENDANTS have
10 violated the minimum wage provisions of California Labor Code
11 sections 510, 1194, 1197, and IWC Wage Orders as to the
12 PLAINTIFF and the Electrician Class;

13 4. For a declaratory judgment that DEFENDANTS have
14 violated the overtime provisions of California Labor Code
15 sections 510, 1194, 1198 and IWC Wage Orders as to the
16 PLAINTIFF and the Electrician Class by failing to pay overtime
17 wages at the correct rate of pay;

18 5. For a declaratory judgment that DEFENDANTS have
19 violated California Labor Code sections 221, 223, and 224 by
20 making deductions from PLAINTIFF and the Unlawful
21 Deduction Class's earned wages without an express written
22 agreement;

23 6. For a declaratory judgment that DEFENDANTS have
24 violated California Labor Code sections 226.7, 512, and IWC
25 Wage Orders as to the PLAINTIFFS and the Electrician Class by
26 failing to provide PLAINTIFFS and the Electrician Class with
27 uninterrupted 30-minute meal breaks before the end of their fifth
28 hour of work;

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7. For a declaratory judgment that DEFENDANTS have violated California Labor Code section 227.3 by failing to pay PLAINTIFF and the Vacation Class for vested vacation wages at their final rate of pay when their employment ended;

8. For a declaratory judgment that DEFENDANTS have violated California Labor Code section 2802 by failing to reimburse PLAINTIFF and the Electrician Class for all necessary business expenses incurred;

9. For a declaratory judgment that DEFENDANTS have violated California Labor Code sections 201, 202 and 203 by willfully failing to pay all compensation owed at the time of separation of employment of PLAINTIFF and the former employees within the Electrician Class ;

10. For a declaratory judgment that DEFENDANTS have violated California Labor Code sections 226 and 1174 by failing maintain accurate records and failing to timely furnish PLAINTIFF and the Electrician Class with itemized statements accurately showing the gross and net wages earned, total hours worked by the employee, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;

11. For a declaratory judgment that DEFENDANTS' violations have been willful and that the Court award to PLAINTIFF and the Electrician Class damages for the amount of unpaid compensation, including interest thereon, and damages for failure to furnish accurate itemized wage statements and penalties subject to proof at trial;

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12. For a declaratory judgment that DEFENDANTS have violated California Business and Professions Code section 17200 by failing to pay the class minimum, overtime, and vested vacation wages, by making unlawful deductions, by failing to provide lawful meal periods, by failing to reimburse business expenses, by failing to timely pay wages, by failing to provide one day of rest in seven, and by failing to provide accurate itemized wage statements;

13. That DEFENDANTS be ordered and enjoined to pay restitution to PLAINTIFF and the classes due to DEFENDANTS' unlawful, unfair and/or fraudulent activities pursuant to California Business and Professions Code sections 17200-17205;

14. That DEFENDANTS further be enjoined to cease and desist from all unlawful, unfair or fraudulent activities in violation of California Business and Professions Code section 17200, pursuant to section 17203;

15. That PLAINTIFF and the classes be awarded reasonable attorneys' fees and costs pursuant to California Labor Code sections 1194, 218.5, 226, and 2698 *et seq.* and/or other applicable law;

16. For penalties pursuant to California Labor Code section 558;

17. For penalties pursuant to California Labor Code section 2698 *et seq.*;

18. For wages, penalties and liquidated damages;

19. That the Court award both prejudgment and post-judgment interest;

20. For costs of suit herein incurred;

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21. For all other relief provided by the California Labor Code,
and California Business and Professions Code; and,

22. That the Court award such other and further relief as the
Court may deem appropriate.

DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands trial of his and the classes' claims by jury to the extent
authorized by law.

DATE: November 20, 2020

BERENJI LAW FIRM, APC

By: 

SHADIE L. BERENJI
BRITTANEE A. MARKSBURY
Attorneys for Plaintiff CHRIS MILLS,
individually and on behalf of all other persons
similarly situated and the general public

11/24/2020