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Attorneys for Plaintiff BLADIMIR LOPEZ MILLAN
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

BLADIMIR LOPEZ MILLAN on behalf of
himself and all others similarly situated

Plaintiff,

vs.

BOUTON CONSTRUCTION, INC. a
California corporation, and DOES 1 through 50,
inclusive,

Defendants.

Case No.
Assigned for All Purposes To:
Judge:
Dept.:

CLASS ACTION COMPLAINT

- 1) Failure to Pay Lawful Wages**
- 2) Failure to Provide Lawful Meal Periods or Compensation in Lieu Thereof**
- 3) Failure to Provide Lawful Rest Periods or Compensation in Lieu Thereof**
- 4) Failure to Timely Pay Wages**
- 5) Failure to Reimburse Employee Expenses**
- 6) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions**
- 7) Violations of the Unfair Competition Law**

JURY TRIAL DEMANDED

1
2 Plaintiff BLADIMIR LOPEZ MILLAN on behalf of himself and all others similarly
3 situated assert claims against Defendant BOUTON CONSTRUCTION , INC. and DOES 1
4 through 50, inclusive (hereinafter collectively referred to as "Defendants") as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, brought
8 against Defendant BOUTON CONSTRUCTION , INC. and any subsidiaries and affiliated
9 companies (hereinafter "BOUTON CONSTRUCTION " or "Defendants") on behalf of Plaintiff
10 BLADIMIR LOPEZ MILLAN (hereinafter "Plaintiff") and all employees not classified as
11 "Exempt" or primarily employed in executive, professional, or administrative capacities,
12 employed by, or formerly employed by BOUTON CONSTRUCTION in California. (hereinafter
13 referred to as "Non-Exempt Employees" and/or "Class Members").

14 2. During the liability period, defined as the applicable statute of limitations for each
15 and every cause of action contained herein, Defendants enforced shift schedules, employment
16 policies and practices, and workload requirements wherein Plaintiff and all other Non Exempt
17 Employees: (1) were not paid proper wages they earned for all hours they worked including
18 minimum wage; (2) were not permitted to take their full statutorily authorized rest and meal
19 periods, or had their rest and meal periods shortened or provided to them late due to the
20 scheduling and work load and time requirements placed upon them by Defendants. Defendants
21 failed to pay such employees one (1) hour of pay at the employees regular rate of compensation
22 for each workday that the meal period and/or rest period that was not properly provided.

23 3. During the liability period, Defendants have failed to reimburse Class Members
24 for business expenses incurred in the performance of their job duties.

25 4. During the liability period, Defendants have also failed to maintain accurate
26 itemized records reflecting total hours worked and have failed to provide Non Exempt
27 Employees with accurate, itemized wage statements reflecting total hours worked and
28 appropriate rates of pay for those hours worked.

5. During the liability period, Defendants have also failed to pay all wages owed to discharged or resigned Class Members in a timely manner.

6. Plaintiff, on behalf of himself and all Class Members, bring this action pursuant to Labor Code sections 201, 202, 203, 204, 221, 225, 226, 226.7, 512, 1194, 1199, 2802, California Code of Regulations, Title 8, section 11160 *et seq.* and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, seeking unpaid lawful wages, unpaid rest and meal period compensation, penalties and other equitable relief, and reasonable attorneys’ fees and costs.

7. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seeks restitution from Defendants for their failure to pay all lawful wages owed and rest and meal period premiums to each of their Non-Exempt Employees.

II.

VENUE

8. Venue as to each Defendant is proper in this judicial district pursuant to Code of Civil Procedure section 395. Defendant conducts substantial and continuous commercial activities in Santa Clara County, California and each Defendant is within the jurisdiction of this Court for service of process purposes. Defendants employ numerous Class Members in Santa Clara, California.

III.

PARTIES

9. Plaintiff is, and at all times mentioned in this complaint, was a resident of California.

10. On information and belief, Defendant BOUTON CONSTRUCTION is a California corporation which is headquartered in Campbell, California and engaged in the providing residential and commercial paving and concrete services in California.

11. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

1 section 474. Plaintiff is informed and believes, and based thereon alleges that each of the
2 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
3 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
4 true names and capacities of the Defendants designated hereinafter as DOES when such identities
5 become known.

6 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
8 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
9 Defendant are legally attributable to the other Defendants.

10 IV.

11 **FACTUAL BACKGROUND**

12 13. Plaintiff was employed by Defendants from in or about July 2017 through on or
13 about June 15, 2020. During his employment, Plaintiff occupied a non- exempt, hourly
14 position. His job duties included, but were not limited to, landscape type work, planting plants, ,
15 digging holes to install pipes, clean-up and hauling. He was typically scheduled to work five to
16 six days a week and between eight (8) hours and/or ten (10) hour shifts.

17 14. During the relevant time period, Plaintiff and Class Members were typically either
18 required to go to the yard and leave from there to the job site or depending on the job, driver
19 directly to the job site. Plaintiff and Class Members were required to arrive at Defendants' yards
20 one hour to one and half hour prior to the official start of their shift. During this time, they loaded
21 the trucks and got ready to leave to the job site. Plaintiff and Class Members were not allowed to
22 punch in for work until arriving at the designated job site. The work performed prior to the
23 official start of their shift was not compensated. As such, Plaintiff and Class Members performed
24 work off the clock while under Defendants' control during their work shifts for which they were
25 not compensated.

26 15. At the end of their work shifts, Plaintiff and Class Members were likewise not
27 paid for work performed "off the clock". For instance, they were not compensated for the drive
28 back from the job site to the yard and for the time spent unloading the trucks.

1 16. Plaintiff and, on information and belief, Class Members were not compensated for
2 the work performed “off the clock” and therefore not properly paid overtime compensation when
3 they worked over 8 hours in day or over 40 hours in a week

4 17. As Non Exempt Employees, Plaintiff and Class Members were frequently
5 required to work in excess of five (5) hours without a minimum, uninterrupted thirty (30) minute
6 meal period before the end of the fifth hour and/or work in excess of ten (10) hours without a
7 second minimum 30 minute meal period. Plaintiff and Class Members were compensated one (1)
8 hour of pay at their regular rate of compensation for every workday that a meal period was not
9 provided, in violation of California labor laws, regulations and IWC Wage Order.

10 18. Due to the work load and scheduling demands they were required to adhere to,
11 Plaintiff and Class Members were typically required to work without being able to take any rest
12 breaks during their shifts. They were required to work without being permitted or authorized a
13 minimum ten (10) minute rest period for every four hours or major fraction thereof worked and
14 not compensated one (1) hour of pay at their regular rate of compensation for each workday that
15 a rest period was not provided, in violation of California labor laws, regulations, and IWC Wage
16 Orders.

17 19. During the relevant time period, Plaintiff and Class Members were required to
18 use their personal phones in the performance of their job duties. For example, Plaintiff and Class
19 Members were required to communicate with the supervisors regarding work duties including,
20 but not limited to, work to be performed, changes to schedules. Plaintiff did not receive any
21 reimbursement from Defendants for the use of his personal phones and is informed and believes,
22 and thereupon alleges, that Defendant did not reimburse Class Members for the use of their
23 personal phones in the performance of their job duties.

24 20. Additionally, Plaintiff and certain Class Members were at times required to drive
25 to different job sites in their own cars. Plaintiff did not receive any reimbursement for mileage in
26 the use of his personal vehicle and is informed and believes, and thereupon alleges, that
27 Defendant did not reimburse Class Members mileage for the use of their personal vehicles in the
28 performance of their job duties.

21. On information and belief, Defendants willfully failed to pay all earned wages in a timely manner to Non Exempt Employees; nor has Defendant paid to Non Exempt Employees, upon or after termination of their employment with Defendant, all compensation due, including but not limited to all wages owed and compensation for having failed to properly provide rest periods and meal periods.

22. Defendants have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked

23. Plaintiff are informed and believe, and based thereon allege, that Defendants currently employ and during the relevant period have employed over one hundred (100) employees in the State of California in non-exempt hourly positions.

24. Non-Exempt Employees employed by Defendants, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders.

V.

CLASS ACTION ALLEGATIONS

25. Plaintiff seeks to represent a Class comprised of and defined as: All persons who are or were employed by BOUTON CONSTRUCTION in the state of California as hourly non exempt employees within four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this lawsuit (collectively referred to as the “Class” and/or Class Members”).

26. Plaintiff also seeks to represent Subclasses which are composed of persons satisfying the following definitions:

a. All persons who are or were employed by BOUTON CONSTRUCTION in the state of California, as hourly non-exempt employees who, within the liability period, were not accurately and fully paid all lawful wages owed to them including overtime wages when they worked over eight (8) hours in a day and/or over forty (40) hours in a week;

b. All persons who are or were employed by BOUTON CONSTRUCTION

1 in the state of California, as hourly non-exempt employees who, within the liability period, were
2 not accurately and fully paid all lawful wages owed to them including minimum wage for all
3 their hours worked;

4 c. All persons who are or were employed by BOUTON CONSTRUCTION
5 in the state of California, as hourly non-exempt employees who, within the liability period, have
6 not been provided an uninterrupted 30 minute meal period when they worked over five hours in a
7 work shift and/ or a second 30 minute meal period when they worked over 10 hours in a shift and
8 were not provided compensation in lieu thereof;

9 d. All persons who are or were employed by BOUTON CONSTRUCTION
10 in the state of California, as hourly non-exempt employees who, within the liability period, have
11 not been authorized and permitted a minimum ten (10) minute rest period for every four (4)
12 hours or major fraction thereof worked per day and were not provided compensation in lieu
13 thereof;

14 e. All persons who are or were employed by BOUTON CONSTRUCTION
15 in the state of California who, within the liability period, were required to use their personal
16 phones in the performance of their job duties without receiving reimbursement from Defendants;

17 f. All persons who are or were employed by BOUTON CONSTRUCTION
18 in the state of California who, within the liability period, were required to use their personal
19 vehicles in the performance of their job duties without receiving reimbursement for mileage from
20 Defendants;

21 g. All persons who are or were employed by BOUTON CONSTRUCTION
22 in the state of California as hourly non-exempt employees who, within the liability period, were
23 not timely paid all wages due and owed to them upon the termination of their employment with
24 Defendants; and

25 h. All persons who are or were employed by BOUTON CONSTRUCTION
26 in the state of California as hourly non exempt employees who, within the liability period, were
27 not provided with accurate and complete itemized wage statements.

28 27. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend

1 or modify the class description with greater specificity or further division into subclasses or
2 limitation to particular issues.

3 28. This action has been brought and may properly be maintained as a class action
4 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
5 defined community of interest in the litigation and the proposed Class is easily ascertainable.

6 **A. Numerosity**

7 29. The potential members of the Class as defined are so numerous that joinder of all
8 the members of the Class is impracticable. While the precise number of Class Members has not
9 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
10 and/or during the relevant time period employed, approximately over 100 Non-Exempt
11 Employees in California who are or have been affected by Defendants' unlawful practices as
12 alleged herein.

13 **B. Commonality**

14 30. There are questions of law and fact common to the Class predominating over any
15 questions affecting only individual Class Members. These common questions of law and fact
16 include, without limitation:

- 17 i. Whether Defendants violated Labor Code sections 510, 1194 and applicable IWC
18 Wage Orders by failing to pay all earned wages including overtime compensation to
19 Non-Exempt Employees who performed work "off the clock" without pay and in excess
20 of eight (8) hours in a work day and/or more than forty (40) hours in a workweek;
- 21 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
22 failing to pay minimum wages for work performed "off the clock" without pay. Labor
23 Code §1197 provides that employees are to be paid minimum wage for each hour
24 worked, and cannot be averaged the minimum and the payment of a lesser wage than
25 the established is unlawful;
- 26 iii. Whether Defendants violated Labor Code sections 226.7, 512 and applicable
27 IWC Wage Order by failing to provide statutorily compliant 30 minute meal periods to
28

- 1 Non-Exempt Employees on days in which they worked in excess of 5 hours and/or 10
2 hours and failing to compensate said employees one hour wages in lieu of meal periods;
- 3 iv. Whether Defendants violated Labor Code sections 226.7 and applicable IWC
4 Wage Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
5 Exempt Employees for every four hours or major fraction thereof worked and failing to
6 compensate said employees one hours wages in lieu of rest periods;
- 7 v. Whether Defendants violated Labor Code §2802 and applicable IWC Wage
8 Orders for failing to indemnify employees for the expenditures incurred in the
9 performance of their job duties (i.e., requiring that Class Members use their personal
10 phones in the performance of their job duties and/or their personal vehicles);
- 11 vi. Whether Defendants violated sections 201-203 of the Labor Code by failing to
12 pay all earned wages and/or premium wages due and owing at the time that any Class
13 Members' employment with Defendants terminated;
- 14 vii. Whether Defendants violated sections 226 of the Labor Code and applicable IWC
15 Wage Orders by failing to, among other violations, maintain accurate records of Non-
16 Exempt Employees' earned wages, work periods, meal periods and deductions;
- 17 viii. Whether Defendants violated section 17200 *et seq.* of the Business and
18 Professions Code by failing to pay all lawful wages owed to Non-Exempt Employees;
19 failing to provide proper rest and/or meal periods and failing to pay compensation in lieu
20 thereof; failing to reimburse employee expenses; failing to pay wages due and owing at
21 the time the employee's employment with Defendants terminated failing to keep accurate
22 records all in violation of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 512, 1194,
23 1199, 2802 and applicable IWC Wage Orders.
- 24 ix. Whether Defendants violated section 17200 *et seq.* of the Business and
25 Professions Code and Labor Code sections §§ 201, 202, 203, 204, 221, 225, 226, 226.7,
26 512, 1194, 1199, 2802 and applicable IWC Wage Orders which violation constitutes a
27 violation of fundamental public policy.
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1 **C. Typicality**

2 31. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff
3 and all members of the Class sustained injuries and damages arising out of and caused by
4 Defendants' common course of conduct in violation of California laws, regulations, and statutes
5 as alleged herein.

6 **D. Adequacy of Representation**

7 32. Plaintiff will fairly and adequately represent and protect the interests of the
8 members of the Class. Counsel who represents Plaintiff is competent and experienced in
9 litigating large employment class actions.

10 **E. Superiority of Class Action**

11 33. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
13 questions of law and fact common to the Class predominate over any questions affecting only
14 individual members of the Class. Each member of the Class has been damaged and is entitled to
15 recovery by reason of Defendants' unlawful policy and/or practice herein complained of.

16 34. Class action treatment will allow those similarly situated persons to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
19 action that would preclude its maintenance as a class action.

20 **VI.**
21 **CAUSES OF ACTION**

22 **First Cause of Action**

23 Failure to Pay Lawful Wages Including Overtime and/or Minimum Wages
24 (Lab. Code §§ 510, 1194 1199)
25 (Against All Defendants)

26 35. Plaintiff repeats and incorporates herein by reference each and every allegation set
27 forth above, as though fully set forth herein.

28 36. As discussed herein, during the liability period, Defendants' policies and/or
practices resulted in Plaintiff and Class Members working off the clock and in excess of eight

(8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's regular rate of pay.

37. As discussed herein, during the liability period Defendants' policies, practices and work shift requirements resulted in Plaintiff and Class Members working "off the clock" and not receiving compensation for all earned wages including minimum wage in violation of California state wage and hour laws.

38. During the liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent working "off the clock" without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful

39. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of compensation for all earned wages including overtime and/or minimum wage compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code section 1194

40. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

41. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

42. As discussed herein, by their failure to provide 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and/or failing to provide a second 30 minute uninterrupted meal period for days in which the Non Exempt Employees worked shifts in excess of 10 hours and

1 failing to provide compensation for such statutorily non-compliant meal periods, Defendants
2 violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

3 43. By failing to record and maintain adequate and accurate time records according to
4 sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class
5 Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff
6 and Class Members.

7 44. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
8 represent have been deprived of premium wages in amounts to be determined at trial, and are
9 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
10 §226.7.

11 45. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
12 described herein and below.

13 **Third Cause of Action**
14 Failure to Provide Rest Periods
15 Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

16 46. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 47. As discussed herein, by their failure to provide a minimum ten (10) minute rest
19 period for every four hours or major fraction thereof worked per day by Non Exempt Employees,
20 and failing to provide compensation for such non-provided rest periods, as alleged above,
21 Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable
22 Wage Orders.

23 48. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
24 represent have been deprived of premium wages in amounts to be determined at trial, and are
25 entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code
26 §226.7.

27 49. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
28 described herein and below.

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Fourth Cause of Action
Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

50. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

51. As discussed herein, by their policy of unlawfully requiring employees to use their personal phones in the performance of their job duties without reimbursement, Defendants willfully violated the provisions of Lab. Code § 2802 and applicable IWC Wage Order.

52. As discussed herein, by their policy of unlawfully requiring employees to use their personal vehicles in the performance of their job duties without reimbursement, Defendants willfully violated the provisions of Lab. Code § 2802 and applicable IWC Wage Order.

53. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys' fees, and costs, under Labor Code§ 2802.

54. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Fifth Cause of Action
Failure to Timely Pay Wages Due At Termination
(Lab. Code §§ 201-203)
(Against All Defendants)

55. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

56. Sections 201 and 202 of the California Labor Code require Defendants to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

57. As discussed herein, affected class members are entitled to compensation for all forms of wages earned, including overtime compensation, minimum wages, compensation for

1 non-compliant rest and meal periods but to date have not received such compensation therefore
2 entitling them Labor Code section 203 penalties.

3 58. More than 30 days have passed since Plaintiff and affected Class Members have
4 left Defendants' employ, and on information and belief, have not received payment pursuant to
5 Labor Code §203. As a consequence of Defendants' willful conduct in not paying all earned
6 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
7 section 203 for failure to pay legal wages.

8 59. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
9 described herein and below.

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11 **Sixth Cause of Action**
12 **Knowing and Intentional Failure to Comply With Itemized Employee**
13 **Wage Statement Provisions**
14 **(Lab. Code § 226(b))**
15 **(Against All Defendants)**

16 60. Plaintiff repeats and incorporates herein by reference each and every allegation set
17 forth above, as though fully set forth herein.

18 61. Section 226(a) of the California Labor Code requires Defendants to itemize in
19 wage statements all deductions from payment of wages and to accurately report total hours
20 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require
21 Defendants to maintain time records showing, among others, when the employee begins and ends
22 each work period, meal periods, split shift intervals and total daily hours worked in an itemized
23 wage statement, and must show all deductions and reimbursements from payment of wages, and
24 accurately report total hours worked by Plaintiff and the members of the proposed class. On
25 information and belief, Defendants have failed to record all or some of the items delineated in
26 Industrial Wage Orders and Labor Code §226

27 62. Plaintiff and Class Members have been injured by Defendants' actions by
28 rendering them unaware of the full compensation to which they were entitled under applicable
provisions of the California Labor Code and applicable IWC Wage Orders.

1 63. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a
2 maximum of \$4,000.00 each for record-keeping violations.

3 64. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
4 described herein and below.

5 **Seventh Cause of Action**
6 Violation of Unfair Competition Law
7 (Bus. & Prof. Code, §§ 17200-17208)
8 (Against All Defendants)

9 65. Plaintiff repeats and incorporates herein by reference each and every allegation set
10 forth above, as though fully set forth herein.

11 66. Business & Professions Code Section 17200 provides:

12 As used in this chapter, unfair competition shall mean and include any **unlawful,**
13 **unfair** or fraudulent business act or practice and unfair, deceptive, untrue or
14 misleading advertising and any act prohibited by Chapter 1 (commencing with
15 Section 17500) of Part 3 of Division 7 of the Business and Professions Code.)
16 (Emphasis added.)

17 67. Defendants' violations of the Labor Code and Wage Order provisions set forth
18 above constitute unlawful and/or unfair business acts or practices.

19 68. The actions of Defendants, as alleged within this Complaint, constitute false,
20 fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of
21 Business and Professions Code section 17200, *et seq.*

22 69. Plaintiff and Class Members have been personally aggrieved by Defendants'
23 unlawful and unfair business acts and practices alleged herein.

24 70. As a direct and proximate result of the unfair business practices of Defendants,
25 and each of them, Plaintiff, individually and on behalf of all employees similarly situated, are
26 entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and
27 members of the Plaintiff Class as a result of the business acts and practices described herein.

28 71. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
described herein and below.

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VII.

PRAYER

WHEREFORE, Plaintiff prays for judgment as follows:

1. That the Court determine that this action may be maintained as a class action;
2. For compensatory damages in an amount according to proof with interest thereon;
3. For economic and/or special damages in an amount according to proof with interest thereon;
4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
5. For premium pay and penalties pursuant to Labor Code §203
6. For attorneys' fees, interests and costs of suit under Labor Code §§1194,2802
7. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

Dated: October 19, 2020

JAMES HAWKINS, APLC



James R. Hawkins, Esq.

Isandra Y. Fernandez, Esq.

Attorneys for Plaintiff

Bladimir Lopez Millan