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Attorney for Plaintiff,
 WILBERT ROMO

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

WILBERT ROMO, an individual,

Plaintiff,

v.

CRUZ CONCRETE AND STONE INC., a
 California corporation; MARTIN CRUZ, an
 individual; JORGE DOE, an individual; and
 DOES 1 through 20, inclusive,

Defendants.

Case No. **21STCV08441**

COMPLAINT FOR DAMAGES FOR:

- 1. FAILURE TO PAY OVERTIME
 COMPENSATION (CAL. LABOR CODE
 §§510, 1194);**
- 2. FAILURE TO PAY OVERTIME
 COMPENSATION (CAL. LABOR CODE
 §§510, 1194);**
- 3. FAILURE TO PROVIDE MEAL AND
 REST PERIODS (CAL. LABOR CODE
 §§226.7, 512);**
- 4. FAILURE TO PROVIDE ITEMIZED
 WAGE AND HOUR STATEMENTS (CAL.
 LABOR CODE §§226, ET SEQ.);**
- 5. WAITING TIME PENALTIES (CAL.
 LABOR CODE §§201-203);**
- 6. PRIVATE ATTORNEY GENERAL ACT
 (CAL. LABOR CODE §2699, ET SEQ.);**
- 7. UNFAIR COMPETITION (BUS. &
 PROF. CODE §17200 ET SEQ.); AND**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

1 COMES NOW PLAINTIFF, WILBERT ROMO, and for causes of action against the
2 Defendants and each of them, alleges as follows:

3
4 **JURISDICTION**

5 1. This Court is the proper court, and this action is properly filed in Los Angeles County,
6 because Defendants' obligations and liability arise therein, because Defendants maintain offices and
7 transact business within Los Angeles County, and because the work that is the subject of this action was
8 performed by Plaintiff in Los Angeles County.

9
10 **THE PARTIES**

11 2. Plaintiff, WILBERT ROMO, is and at all times relevant hereto was a resident of the
12 County of Los Angeles, State of California.

13 3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant CRUZ CONCRETE AND STONE INC. (hereinafter referred to as "EMPLOYER
15 DEFENDANT,") was and is a California corporation doing business at 11308 Hayvenhurst Avenue,
16 Granada Hills, in the County of Los Angeles, State of California.

17 4. At all times relevant herein, EMPLOYER DEFENDANT and DOES 1-20 were Plaintiff's
18 employers, joint employers and/or special employers within the meaning of Government Code §§12926,
19 subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five
20 (5) or more persons and are therefore subject to the jurisdiction of this Court.

21 5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
22 hereto, Defendant MARTIN CRUZ was and is an individual resident of the County of Los Angeles, State
23 of California, and is hereinafter individually referred to by last name.

24 6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
25 hereto, Defendant JORGE DOE was and is an individual resident of the County of Los Angeles, State of
26 California, and are hereinafter individually referred to by first name.

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1 7. CRUZ and JORGE are hereinafter collectively referred to as, "INDIVIDUAL
2 DEFENDANTS." The INDIVIDUAL DEFENDANTS were Employers' managers, corporate agents,
3 supervisors, and/or employees.

4 8. The true names and capacities, whether individual, corporate, associate, or otherwise, of
5 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
6 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
7 insert the true names and capacities of said Defendants when the same become known to Plaintiff.
8 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
9 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
10 alleged hereinafter.

11 9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
12 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
13 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
14 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
15 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
16 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

17 10. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
18 of them, including those defendants named as DOES 1-20 and the INDIVIDUAL DEFENDANTS acted
19 in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited,
20 compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so,
21 including pursuant to Government Code §12940(i). Plaintiff is further informed and believes, and based
22 thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20
23 and the INDIVIDUAL DEFENDANTS and each of them, formed and executed a conspiracy or common
24 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged
25 herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff
26 harm.

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1 11. Whenever and wherever reference is made in this complaint to any act or failure to act by
2 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
3 and/or failures to act by each Defendant acting individually, jointly and severally.
4

5 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

6 12. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
7 of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of
8 defendants have ceased to exist.

9 13. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
10 purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same as Defendants,
11 including, but not limited to because:

12 a. Employers are completely dominated and controlled by one another and DOES 1-
13 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
14 have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or
15 accomplish some other wrongful or inequitable purpose.

16 b. Employers and DOES 1-20 derive actual and significant monetary benefits by and
17 through one another's unlawful conduct, and by using one another as the funding source for their own
18 personal expenditures.

19 c. Employers and DOES 1-20, while really one and the same, were segregated to
20 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose.

22 d. Employers do not comply with all requisite corporate formalities to maintain a
23 legal and separate corporate existence.

24 e. The business affairs of Employers and DOES 1-20 are, and at all times relevant
25 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
26 inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and
27 DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and
28 were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of

1 Defendants would not promote justice, in that it would permit Defendants to insulate themselves from
2 liability to Plaintiff for violations of the Government Code and other statutory violations. The corporate
3 existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice
4 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

5 14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the
6 fiction of their separate corporate existence must be disregarded.

7 15. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
8 thereon alleges that Employers and DOES 1-20 are Plaintiff's joint employers by virtue of a joint
9 enterprise, and that Plaintiff was an employee of Employers and DOES 1-20. Plaintiff performed services
10 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
11 shared control of Plaintiff as an employee, either directly or indirectly, and the manner in which
12 Defendants' business was and is conducted.

13 16. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
14 between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of
15 assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other
16 Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts
17 to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere
18 continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for
19 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES
20 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

21 **FACTUAL ALLEGATIONS**

22
23 17. On or about March 18, 2019, EMPLOYER DEFENDANT hired Plaintiff. Plaintiff was a
24 full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before he was
25 wrongfully terminated on or about March 20, 2020.

26 18. Between March 18, 2019 and December 31, 2019, Plaintiff's hourly wage rate was \$16.00.
27 During this time period, Plaintiff's fixed schedule was six days per week, Monday through Saturday, for
28 approximately 9 hours per day.

1 19. Between January 1, 2020 and March 20, 2020, Plaintiff's hourly wage rate was \$16.50.
2 During this time period, Plaintiff's fixed schedule was six days per week, Monday through Saturday, for
3 approximately 9 hours per day.

4 20. Plaintiff worked approximately 1 unpaid hours each week, for which Plaintiff received no
5 wages at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

6 21. Plaintiff worked approximately 6 overtime hours each week, but received only Plaintiff's
7 regular hourly wage rate for these hours, with no overtime premium.

8 22. Until approximately March 20, 2020, Plaintiff worked approximately 54 hours per week.
9 Employers agreed to pay Plaintiff \$16.00 per hour. However, Plaintiff was only paid approximately \$640
10 per week. Therefore, Defendants failed to pay Plaintiff for hours worked beyond eight in a day or beyond
11 40 in a week.

12 23. Plaintiff's fixed schedule was six days per week, Monday through Saturday, for
13 approximately 9 hours per day.

14 24. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of
15 Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion
16 thereof.

17 25. Throughout Plaintiff's employment, Plaintiff did not receive uninterrupted statutory 30-
18 minute meal periods for days on which Plaintiff worked at least 5 hours, which was each day Plaintiff
19 worked. One or more of Plaintiff's 30-minute meal periods were interrupted approximately 6 times per
20 week.

21
22 **FIRST CAUSE OF ACTION**
23 **FOR FAILURE TO PAY MINIMUM WAGES**
24 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
25 **AGAINST ALL DEFENDANTS**

26 26. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
27 set forth in full herein.

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1 27. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
2 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
3 hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum
4 wage for every hour worked.

5 28. In the years immediately preceding the filing of this complaint, Employers failed and
6 refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code
7 §1182.12, in each of the following ways:

8 29. From March 18, 2019 and December 31, 2019, Plaintiff worked approximately 1 hour per
9 week without getting paid anything. Therefore, Plaintiff is owed \$492.00 calculated at 1 hour per week
10 for 41 weeks at \$12.00 per hour.

11 30. From January 1, 2020 and March 20, 2020, Plaintiff worked approximately 1 hour per
12 week without getting paid anything. Therefore, Plaintiff is owed \$143.00 calculated at 1 hour per week
13 for 11 weeks at \$13.00 per hour.

14 31. Thus, for the entirety of the time periods set forth above, Plaintiff is owed unpaid minimum
15 wages in the amount of **\$635.00**.

16 32. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
17 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiff in a civil action
18 for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between
19 the straight time compensation paid and applicable minimum wage, including interest thereon.

20 33. Pursuant to Labor Code §1194, Plaintiff requests that the court award reasonable
21 attorneys' fees and costs incurred by Plaintiff in this action.

22 34. In addition, pursuant to Labor Code §1194.2, Plaintiff is entitled to recover liquidated
23 damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, an
24 additional \$635.00, plus interest thereon.

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SECOND CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION
LABOR CODE §§510, 1194
AGAINST ALL DEFENDANTS

35. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though set forth in full herein.

36. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

37. At all relevant times, Defendants required Plaintiff to work more than eight hours per day and/or more than 40 hours per workweek.

38. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime compensation required by Labor Code §510, the applicable 8 Code of Regulations section, and applicable Industrial Welfare Commission Order.

39. In the past, Plaintiff worked 14 hours of overtime each week, all of which should have been paid at 1.5 times Plaintiff's regular hourly wage rate at that time. Defendants failed to pay Plaintiff the requisite overtime wages in each of the following ways in the years immediately preceding the filing of this complaint:

a. From approximately March 18, 2019 and December 31, 2019, Plaintiff worked an approximately 574 overtime hours. Plaintiff's overtime rate for this period was \$24.00 per hour. During this time period, Plaintiff worked an average of 14 overtime hour per week for 41 weeks. Therefore, Plaintiff is owed \$8.00 for each of those 574 hours, totaling **\$4,592.00**.

b. From approximately January 1, 2020 and March 20, 2020, Plaintiff worked an approximately 154 overtime hours. Plaintiff's overtime rate for this period was \$24.75 per hour. During

1 this time period, Plaintiff worked an average of 14 overtime hours per week for 11 weeks. Therefore,
2 Plaintiff is owed \$8.25 for each of those 154 hours, totaling **\$1,270.00**.

3 40. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
4 Code §510, the applicable 8 Code Regulations section, and the applicable Industrial Welfare Commission
5 Order.

6 41. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
7 of **\$5,862.50**, above and beyond the minimum wages sought in the preceding cause of action for these
8 same hours.

9 42. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
10 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
11 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

12
13 **THIRD CAUSE OF ACTION**
14 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
15 **LABOR CODE §§226.7, 512**
16 **AGAINST ALL DEFENDANTS**

17 43. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
18 set forth in full herein.

19 44. Labor Code §512 requires employers to provide every employee with an uninterrupted
20 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

21 45. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted
22 rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion
23 thereof.

24 46. For the applicable time period, Plaintiff regularly worked in excess of five hours per day,
25 and was thereby entitled to take uninterrupted 30-minute meal periods and two 10-minute rest periods on
26 each day of work. Additionally, for the applicable time period, Plaintiff regularly worked in excess of
27 10 hours per day, and was thereby entitled to take uninterrupted two 30-minute meal periods and two 10-
28 minute rest periods on each day of work

1 47. Defendants failed and refused to provide Plaintiff with meal and rest periods, and failed
2 to compensate Plaintiff for missed meal and rest periods, as required by Labor Code §§226.7 and the
3 applicable sections of the applicable 8 Code Regulations section, and the applicable Industrial Welfare
4 Commission Order.

5 48. As alleged herein, Plaintiff is not exempt from the meal and rest break requirements of the
6 applicable 8 Code Regulations section, and the applicable Industrial Welfare Commission Order.
7 Consequently, Plaintiff is owed one hour of pay at Plaintiff's then regular hourly rate, or the requisite
8 minimum wage, whichever is greater, for each day that Plaintiff was denied such meal periods, and is
9 owed one hour of pay at Plaintiff's regular hourly rate, or the requisite minimum wage, whichever is
10 greater, for each day that Plaintiff was denied such rest periods, calculated as follows:

11 49. From approximately March 18, 2019 and December 31, 2019, Plaintiff's statutory 30-
12 minute meal periods were missed, interrupted or cut short approximately 6 days per week for 41 weeks,
13 or on approximately 246 days. Consequently, Plaintiff is owed one hour of pay at \$16.00 for each day,
14 or **\$3,936.00** plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
15 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
16 approximately 246 days (6 days per week for 41 weeks). Consequently, Plaintiff is owed one hour of pay
17 at \$16.00 for each day, or **\$3,936.00**, plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
18 a total of **\$7,872.00**, plus interest thereon, for unpaid meal and rest periods for this time period.

19 50. From approximately January 1, 2020 and March 20, 2020, Plaintiff's statutory 30-minute
20 meal periods were missed, interrupted or cut short approximately 6 days per week for 14 weeks, or on
21 approximately 84 days. Consequently, Plaintiff is owed one hour of pay at \$16.50 for each day, or
22 **\$1,386.00** plus interest thereon, for unpaid missed or interrupted meal periods. During this same time
23 period, Plaintiff was deprived of one or more of Plaintiff's statutory 10-minute rest periods on
24 approximately 84 days (6 days per week for 14 weeks). Consequently, Plaintiff is owed one hour of pay
25 at \$16.50 for each day, or **\$1,386.00** plus interest thereon, for unpaid rest periods. Thus, Plaintiff is owed
26 a total of **\$2,772.00**, plus interest thereon, for unpaid meal and rest periods for this time period.

27 51. Plaintiff has been deprived of Plaintiff's rightfully earned compensation for meal and rest
28 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

1 52. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
2 such amounts in the combined amount of **\$10,644.00**, pursuant to Labor Code §226.7(b), plus interest
3 thereon and costs of suit.

4
5 **FOURTH CAUSE OF ACTION**
6 **FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS**
7 **LABOR CODE §§226 ET SEQ.**
8 **AGAINST ALL DEFENDANTS**

9 53. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
10 set forth in full herein.

11 54. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-
12 exempt employees with itemized statements showing total hours worked, hourly wages, gross wages,
13 total deductions and net wages earned. An employer who violates these code sections is liable to its
14 employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the
15 initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay
16 period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is
17 deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement
18 at all.

19 55. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates
20 Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation
21 occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

22 56. At all relevant times, Defendants failed to provide the Plaintiff with timely and accurate
23 wage and hour statements showing gross wages earned, total hours worked, all deductions made, net
24 wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and
25 rates in effect during each pay period and the corresponding number of hours worked at each hourly rate
26 by Plaintiff. For the majority of the time and as to nearly all of Plaintiff's wages, Defendants knowingly
27 and intentionally, not inadvertently, failed to provide Plaintiff with paystubs at all, and instead paying
28 Plaintiff entirely in cash without any calculations of how Plaintiff's gross wages were calculated. Not

1 one of the paystubs that Plaintiff received complied with Labor Code §226, and contained almost none
2 of the required information, including hours actually worked.

3 57. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

4 58. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage,
5 and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in
6 attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled
7 to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating
8 Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting
9 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
10 meal period, and rest period wages. For the time periods that Plaintiff was not provided with paystubs at
11 all, Plaintiff's aforementioned injuries are presumed as a matter of law.

12 59. Plaintiff was paid on a weekly basis, and therefore Defendants violated Labor Code §226
13 approximately 52 times during the last year that Plaintiff worked for Defendants. Consequently,
14 Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory maximum
15 amount of \$4,000.00, whichever is greater.

16 60. In addition thereto, for Defendant's 52 violations, Defendants are penalized \$250.00 for
17 the first violation, and the remainder of which Defendants are penalized \$1000.00 each, for a total due in
18 Labor Code §226.3 penalties of **\$51,250.00** (\$250.00 + \$1,000.00 x 51 subsequent pay periods).

19 61. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
20 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
21 applicable provisions, as well as attorneys' fees and costs.

22
23 **FIFTH CAUSE OF ACTION**
24 **FOR WAITING TIME PENALTIES**
25 **LABOR CODE §§201-203**
26 **AGAINST ALL DEFENDANTS**

27 62. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
28 set forth in full herein.

1 63. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and
2 other compensation due immediately upon termination or within 72 hours of resignation, as required.
3 These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and meal and rest
4 period compensation that Defendants should have paid, but did not pay to Plaintiff during the term of
5 Plaintiff's employment and which were, at the latest, due within the time restraints of Labor Code §§201-
6 203.

7 64. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
8 203.

9 65. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
10 is entitled to payment of Plaintiff's overtime, meal and rest periods as previously pleaded herein, and
11 more than **\$3,960.00** in wait time penalties, calculated based on a daily average wage of \$132.00, times
12 30 days.

13 66. Based on Defendants' conduct as alleged herein, Defendants are liable for **\$3,960.00** in
14 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
15 fees and costs.

16
17 **SIXTH CAUSE OF ACTION**
18 **FOR PRIVATE ATTORNEY GENERAL ACT**
19 **LABOR CODE §2699**
20 **AGAINST ALL DEFENDANTS**

21 67. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
22 set forth in full herein.

23 68. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action
24 against Defendants, on behalf of himself and other current or former employees, seeking statutory civil
25 penalties for Defendants' violations of the California Labor Code.

26 69. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and
27 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff,
28 as previously pleaded in this Complaint.

1 70. On September 3, 2020, more than 65 calendar days before filing this Complaint,
2 Plaintiff provided electronic notice to the Labor and Workforce Development Agency and notice by
3 certified mail to Defendants of the specific provisions of the California Labor Code that Defendants
4 violated, thereby satisfying the requirements of Labor Code §2699.3(a). The above-stated California
5 Labor Code violations, each of which is enumerated among the serious violations set forth in Labor
6 Code §2699.5.

7 71. As of the filing of this Complaint, Plaintiff has not received any response from the Labor
8 and Workforce Development Agency on its intent to pursue an action against Defendants.
9 Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

10 72. As a direct and proximate result of Defendants' California Labor Code violations as set
11 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
12 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
13 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
14 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
15 expressly provide for a penalty, §§226.3, 226.7, 510, 512, and 558.

16 73. These penalties recoverable for Plaintiff alone totals approximately **\$10,300.00**.
17 Plaintiff may also seek these same penalties on behalf of all other aggrieved employees.

18 74. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
19 recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

20
21 **SEVENTH CAUSE OF ACTION**
22 **FOR UNFAIR COMPETITION**
23 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
24 **AGAINST ALL DEFENDANTS**

25 75. Plaintiff re-alleges and incorporates by reference the above-stated Paragraphs as though
26 set forth in full herein.

27 76. Defendants' violations of the applicable Code of Regulations section, the applicable
28 Industrial Welfare Commission Order, the above-stated Labor Code sections, including §2699, and other

1 applicable provisions, as alleged herein, including Defendants' failure and refusal to pay overtime wages,
2 Defendants' failure to provide meal and rest breaks, Defendants' failure to provide timely and accurate
3 wage and hour statements, and Defendants' failure to pay compensation due in a timely manner upon
4 termination or resignation, constitute unfair business practices in violation of Business & Professions
5 Code §§17200, et seq.

6 77. As a result of Defendants' unfair business practices, Defendants have reaped unfair
7 benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be
8 made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

9 78. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent
10 injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore
11 to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from
12 Plaintiff.

13 14 **PRAYER FOR RELIEF**

15 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
16 according to proof as follows:

17 79. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
18 1194, 1194.2, 1197, and the applicable Industrial Welfare Commission Order, in the amount of no less
19 than **\$635.00**;

20 80. For liquidated damages pursuant to Labor Code §1194.2 in the amount of **\$635.00**, plus
21 interest;

22 81. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than **\$10,000.00**;

23 82. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than **\$10,000.00**;

24 83. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
25 the applicable Code of Regulations section, the applicable Industrial Welfare Commission Order, in the
26 amount of no less than **\$5,862.50**;

27 84. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
28 in the amount of no less than **\$10,644.00**;

1 85. For damages pursuant to Labor Code §226 in the amount of no less than **\$4,000.00**;

2 86. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
3 less than **\$51,250.00**;

4 87. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
5 than **\$3,960.00**;

6 88. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
7 **\$10,300.00** on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
8 employees;

9 89. For post-judgment interest; and

10 90. For any other relief that is just and proper.

11
12 DATED: March 3, 2021

THE DOMINGUEZ FIRM, LLP

13
14 By: 

Jace H. Kim, Esq.
Carlos Andres Perez, Esq.
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19 **JURY TRIAL DEMANDED**

20 Plaintiff WILBERT ROMO demands trial of all issues by jury.

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22 DATED: March 3, 2021

THE DOMINGUEZ FIRM, LLP

23
24 By: 

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