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**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

VICTOR ERAZO, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

UNI-CAPS, LLC, a California corporation,
and DOES 1-50

Defendants.

Case No.: 30-2021-01193402-CU-OE-CXC

Assigned for all purposes to:

Judge James J. Di Cesare

CLASS ACTION CLAIMS

COMPLAINT FOR:

C-16

1. **CLAIM FOR FAILURE TO
PROVIDE MINIMUM WAGE
(LAB. CODE § 1194; IWC WAGE
ORDERS 1 AND 4, SECTION 3)**
2. **CLAIM FOR FAILURE TO
PROVIDE OVERTIME WAGES
(LAB. CODE §§ 510, 1194; IWC
WAGE ORDERS 1 AND 4,
SECTION 3)**
3. **CLAIM FOR FAILURE TO
PROVIDE MEAL BREAKS (IWC
WAGE ORDERS 1 AND 4,
SECTION 11)**
4. **CLAIM FOR FAILURE TO
PROVIDE REST PERIODS (IWC
WAGE ORDERS 1 AND 4,
SECTION 12)**
5. **CLAIM FOR FAILURE TO PAY
TIMELY WAGES UPON
TERMINATION (LAB. CODE §
203)**
6. **CLAIM FOR FAILURE TO
PROVIDE AND MAINTAIN
ACCURATE ITEMIZED WAGE**

1 STATEMENTS AND MAINTAIN
2 RECORDS (LAB. CODE § 226(a))

3 7. CLAIM FOR FAILURE TO PAY
4 TIMELY WAGES (LAB. CODE §
5 210)

6 8. UNLAWFUL BUSINESS
7 PRACTICES UNDER (BUS. AND
8 PROF. CODE, § 17200, ET SEQ.)

9 [JURY DEMAND]
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1 Plaintiff Victor Erazo (“Plaintiff” or “Mr. Erazo”) makes the following allegations
2 against Defendant Uni-Caps, LLC (“Uni” or “Defendant”).

3 **INTRODUCTION**

4 1. Plaintiff brings this class action on behalf of all non-exempt employees (collectively
5 referred to herein as “Class Members” or “Subclass Members”) employed by Defendants that
6 worked at Defendants, and, DOES 1-50 in California from four years from the date of filing
7 this complaint through the date of trial in this action.

8 2. Defendants violated California law by preventing Class Members and Subclass
9 Members from providing lawful minimum wages and overtime wages, meal breaks, rest
10 breaks, accurate itemized wage statements and wages upon termination.

11 3. In this action, Plaintiff, on behalf of themselves and all Class Members and Subclass
12 Members seeks unpaid minimum or overtime wages, premium wages for missed meal breaks,
13 rest breaks, wages, inaccurate itemized wage statements and failure to pay wages upon
14 termination. Statutory penalties, restitution, declaratory and injunctive relief, attorneys’ fees
15 and costs, prejudgment interest and other relief under California Industrial Welfare
16 Commission (I.W.C.) Wage Order 1-2001 and 1-2004, 8 Cal. Code of Reg. section 11050
17 (“Wage Orders 1-2001 and 4-2001”), and California Labor Code (Labor Code”) sections
18 226(a) 1-2, 5, 8, 9, 226.3, 226.7, 510, 512, 515, 558, 1194, 1198, 2699.5, California Code of
19 Civil Procedure section 1021.5, California Business and Professions Code sections 17200 et
20 seq. (“UCL”), and California common law.

21 4. The “Class Period” is designated as the time from four years from the date of filing tis
22 Complaint through the date of trial in this action through the trial of this action based upon the
23 allegation that the violations of the Labor Code and UCL, as described more fully below, have
24 been ongoing since at least four years prior to the date of the instant Complaint in this action
25 and are continuing.

26 5. During the Class Period, Defendants had a consistent policy and/or practice of failing to
27 provide; (1) adequate off-duty meal periods at least one half hour every five hours worked; (2)
28 failing to provide Class Members and Subclass Members with adequate on-duty rest periods of

1 ten minutes every four hours worked or a majority fraction thereof; (3) knowingly and
2 intentionally failing to furnish timely itemized statements accurately showing the correct
3 applicable hourly rate, accurate total hours worked, accurate gross and net wages earned or
4 hourly rate paid to Plaintiff, Class Members and Subclass Members; (4) pay all hours worked;
5 and (5) failing to pay al wages upon termination.

6 6. During the Class Period, Defendants failed to provide Class Members and Subclass
7 Members with an uninterrupted off-duty thirty (30) minute meal break for each five hours a
8 day worked as required by Labor Code sections section 226.7, Wage Order Nos. 1-2001 and
9 4-2001.

10 7. During the Class Period, Defendants have failed to provide Class Members and
11 Subclass Members with an uninterrupted paid ten (10) minute rest break for each four (4)
12 hours or major fraction thereof worked per day as required by Labor Code section 226.7, Wage
13 Order Nos. 1-2001 and 4-2001.

14 8. During the Class Period, Defendants have failed to provide Class Members and
15 Subclass Members with accurate itemized wage statements as required by Labor Code section
16 226 (a) and 226.3.

17 9. During the Class Period, Defendants have failed to provide Class Members and
18 Subclass Members with compensation for all hours worked for minimum wages or overtime
19 wages as required by Labor Code sections 510 and 1194.

20 10. During the Class Period, Defendants have failed to provide Class Members and
21 Subclass Members with all compensation upon termination as required by Labor Code section
22 203.

23 11. Accordingly, Defendants violated UCL, with the violations of the California wage and
24 hour laws described above.

25 **GENERAL ALLEGATIONS**

26 **Parties and Venue.**

27 12. Plaintiff is, and at all relevant times was, a citizen and resident of the County of Orange
28 in the State of California.

1 13. Plaintiff is informed and believes and on that basis alleges that at all relevant times
2 Defendant Uni-Caps, LLC. (“Uni” or “Defendant”) is a California corporation doing business in
3 the State of California with a principal place of business located at 540 W. Lambert Road, Brea,
4 California 92821.

5 14. In light of the facts that the wrongful acts of this defendant occurred and the causes
6 against them arose in Orange County, State of California, jurisdiction and venue is proper in
7 Orange County Superior Court.

8 **Doe Allegations.**

9 15. Plaintiff does not presently know the true names and capacities of defendant named as
10 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
11 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
12 informed and believes and on that basis alleges that each of the fictitious defendants have
13 participated in the acts alleged in this complaint to have been done by the named defendants.

14 **Vicarious Liability.**

15 16. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
16 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
17 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
18 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
19 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
20 wrongful activities of each of the remaining defendants.

21 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

22 17. Plaintiff worked as non-exempt employee at Defendants. Defendants are a manufacturing
23 and production company.

24 18. Plaintiff was responsible for general laborer tasks as assigned by Defendant.

25 **Defendants Failed to Compensate Plaintiff, Class Members and Subclass Members For
Pre-Shift Tasks and Interrupted Meal Breaks**

26 19. Plaintiff, Class Members and Subclass Members were subjected to pre-shift, including
27 but not limited to put on equipment, go through an oxygen camera and other tasks before being
28 allowed to clock n. Moreover, Plaintiff, Class Members and Subclass Members were also

1 subjected to post-shift tasks off-the-clock including but not limited to, taking off equipment and
2 other required work tasks after being required to clock-out and unpaid during interrupted meal
3 breaks in which is a violation of California Labor Code sections 210, 221, 510 and 1194 and the
4 applicable California Industrial Welfare Commission wage order(s). The Defendant failed to
5 compensate Plaintiff, Class Members and Subclass Members for all time spent working during
6 the same type of pre-shift and post-shift tasks and unpaid meal breaks mentioned above. The
7 unpaid working time during these pre-shift and post-shift tasks should have been paid. These
8 employees were entitled to minimum wages and/or overtime wages for this time.

9 **Defendants Did Not Provide All Meal Breaks and Rest Breaks**

10 20. Typically, Plaintiff would work above 6-hour work shifts at Defendants. During these
11 work shifts, Plaintiff would be required to do many work duty tasks. During these shifts it would
12 be very busy where Plaintiff would not be able or permitted to take all of his entitled
13 uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break
14 every five hours at a reasonably practicable time during their shifts when they worked more than
15 a five, six, ten and twelve hour shifts. Moreover, Defendants had a policy, pattern or practice of
16 requiring or pressuring its employees to take late, short, interrupted, or no 10-minute rest breaks
17 and/or 30-minute meal breaks at a reasonably practicable time. Defendants would not
18 compensate Plaintiff for all of their missed, short, late or interrupted, meal breaks or rest periods
19 throughout their employment nor were they paid all of premium wages for the missed, short, late
20 or interrupted, meal breaks and rest periods that should have been paid.

21 21. Plaintiff is informed and on that basis believes that all other Class Members and Subclass
22 Members and similarly situated employees of Defendants were under the same circumstances
23 and conditions of employment as them. Specifically, all other similarly situated employees
24 would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks
25 each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably
26 practicable time during their shifts when they worked more than a six hour shifts. Moreover,
27 Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late,
28 short, interrupted or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably

1 practicable time. Defendants would not compensate them for all of their missed, short, late or
2 interrupted, meal breaks or rest periods throughout their employment nor were they paid all of
3 premium wages for the missed, short, late or interrupted, meal breaks and rest periods that should
4 have been paid.

5 **Defendant Failed to Provide Accurate Wage Statements to Plaintiffs, Class Members and**
6 **Subclass Members**

7 24. Defendant knowingly and intentionally provided Plaintiff, Class Members and Subclass
8 Members with uniform incomplete and inaccurate wage statements. Defendant failed to list gross
9 wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect
10 during the pay period, including overtime rates of pay, and the corresponding number of hours
11 worked at each hourly rate. Defendant failed to record the time Plaintiff, Class Members and
12 Subclass Members spent during pre-shift and post-shift inspections and list the correct amount of
13 gross wages, net wages, total number of hours worked, the applicable hourly rates of pay in
14 effect during the pay period and corresponding number of hours worked as each hourly rate.

15 **CLASS ACTION ALLEGATIONS**

16 25. This action is maintainable as a representative action pursuant to California Code of Civil
17 Procedure section 382 as to violations of Wage Orders 1-2001, 4-2001 and UCL unpaid
18 overtime, failure to pay upon termination, meal and rest break violations, failure to furnish
19 timely, itemized wage statements, and attorneys' fees and costs. Plaintiff is a representative of
20 other Class Members and Subclass Members and is acting on behalf of their interests. The
21 similarly situated employees are known to Defendants and are readily identifiable and locatable
22 through Defendants own employment records. The Class that Plaintiff seeks to represent is
23 defined as follows:

24 All individuals in California who worked for Defendants as nonexempt
25 employees at any time from four years of the date of the filing of this Complaint
26 through the date of trial.
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1 The Subclass 1 that Plaintiff seeks to represent is defined as follows:

2 All individuals in California who worked for Defendants as nonexempt
3 employees at any time from three years of the date of the filing of this Complaint
4 through the date of trial.

5 The Subclass 2 that Plaintiff seeks to represent is defined as follows:

6 All individuals in California who worked for Defendants as nonexempt
7 employees at any time from one year of the date of the filing of this Complaint
8 through the date of trial.

9 The Subclass 3 the Plaintiff seeks to represent is defined as follows:

10 All persons who were employed by Defendant in California at any time from four
11 years prior to the date of filing of this action through the date of signed order
12 certifying the class and subjected to pre-shift work tasks in which they were not
13 paid for all hours worked.

14 The Subclass 4 the Plaintiff seeks to represent is defined as follows:

15 All persons who were employed by Defendant in California at any time from
16 three years prior to the date of filing of this action through the date of signed order
17 certifying the class and subjected to pre-shift work tasks in which they were not
18 paid for all hours worked.

19 The Subclass 5 the Plaintiff seeks to represent is defined as follows:

20 All persons who were employed by Defendant in California at any time from one
21 year prior to the date of filing of this action through the date of signed order
22 certifying the class and subjected to pre-shift work tasks in which they were not
23 paid for all hours worked.

24 The Subclass 6 the Plaintiff seeks to represent is defined as follows:

25 All persons who were employed by Defendant in California at any time from four
26 years prior to the date of filing of this action through the date of signed order
27 certifying the class and subjected to post-shift work tasks in which they were not
28 paid for all hours worked.

The Subclass 7 the Plaintiff seeks to represent is defined as follows:

All persons who were employed by Defendant in California at any time from
three years prior to the date of filing of this action through the date of signed order

1 certifying the class and subjected to post-shift work tasks in which they were not
2 paid for all hours worked.

3 The Subclass 8 the Plaintiff seeks to represent is defined as follows:

4 All persons who were employed by Defendant in California at any time from one
5 year prior to the date of filing of this action through the date of signed order
6 certifying the class and subjected to post-shift work tasks in which they were not
7 paid for all hours worked.

8 The Subclass 9 the Plaintiff seeks to represent is defined as follows:

9 All persons who worked for Defendant in California as nonexempt employees at
10 any time from four years prior to the date of filing of this action through the date
11 of the Court issuing an order certifying this class and subjected to short, on-
premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked for the first 5 hours but less than 6 hours for that shift and not paid
premium wages.

12 The Subclass 10 the Plaintiff seeks to represent is defined as follows:

13 All persons who worked for Defendant in California as nonexempt employees at
14 any time from three years prior to the date of filing of this action through the date
15 of the Court issuing an order certifying this class and subjected to short, on-
16 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked for the first 5 hours but less than 6 hours for that shift and not paid
premium wages.

17 The Subclass 11 the Plaintiff seeks to represent is defined as follows:

18 All persons who worked for Defendant in California as nonexempt employees at
19 any time from four years prior to the date of filing of this action through the date
20 of the Court issuing an order certifying this class and subjected to short, on-
21 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 6 hours each shift and not paid premium wages.

22 The Subclass 12 the Plaintiff seeks to represent is defined as follows:

23 All persons who worked for Defendant in California as nonexempt employees at
24 any time from three years prior to the date of filing of this action through the date
25 of the Court issuing an order certifying this class and subjected to short, on-
26 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 6 hours each shift and not paid premium wages.

27 The Subclass 13 the Plaintiff seeks to represent is defined as follows:
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1 All persons who worked for Defendant in California as nonexempt employees at
2 any time from four years prior to the date of filing of this action through the date
3 of the Court issuing an order certifying this class and subjected to short, on-
premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 10 hours each shift and not paid premium wages.

4 The Subclass 14 the Plaintiff seeks to represent is defined as follows:

5 All persons who worked for Defendant in California as nonexempt employees at
6 any time from three years prior to the date of filing of this action through the date
7 of the Court issuing an order certifying this class and subjected to short, on-
8 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 10 hours each shift and not paid premium wages.

9 The Subclass 15 the Plaintiff seeks to represent is defined as follows:

10 All persons who worked for Defendant in California as nonexempt employees at
11 any time from four years prior to the date of filing of this action through the date
12 of the Court issuing an order certifying this class and subjected to short, on-
13 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 12 hours each shift and not paid premium wages.

14 The Subclass 16 the Plaintiff seeks to represent is defined as follows:

15 All persons who worked for Defendant in California as nonexempt employees at
16 any time from three years prior to the date of filing of this action through the date
17 of the Court issuing an order certifying this class and subjected to short, on-
18 premises, late, interrupted, or no 30-minute uninterrupted meal breaks when they
worked more than 12 hours each shift and not paid premium wages.

19 The Subclass 17 the Plaintiff seeks to represent is defined as follows:

20 All persons who worked for Defendant in California as nonexempt employees at
21 any time from four years prior to the date of filing of this action through the date
22 of the Court issuing an order certifying this class and subjected to short, on-
23 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they
worked more than 4 hours or major fraction thereof for each shift and not paid
premium wages.

24 The Subclass 18 the Plaintiff seeks to represent is defined as follows:

25 All persons who worked for Defendant in California as nonexempt employees at
26 any time from three years prior to the date of filing of this action through the date
27 of the Court issuing an order certifying this class and subjected to short, on-
28 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they

1 worked more than 4 hours or major fraction thereof for each shift and not paid
2 premium wages.

3 The Subclass 19 the Plaintiff seeks to represent is defined as follows:

4 All persons who worked for Defendant in California as nonexempt employees at
5 any time from one year prior to the date of filing of this action through the date of
6 the Court issuing an order certifying this class and subjected to short, on-
7 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they
8 worked more than 4 hours or major fraction thereof for each shift and not paid
9 premium wages.

10 The Subclass 20 the Plaintiff seeks to represent is defined as follows:

11 All persons who worked for Defendant in California as nonexempt employees at
12 any time from four years prior to the date of filing of this action through the date
13 of the Court issuing an order certifying this class and subjected to short, on-
14 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they
15 worked more than 8 hours or major fraction thereof for each shift and not paid
16 premium wages.

17 The Subclass 21 the Plaintiff seeks to represent is defined as follows:

18 All persons who worked for Defendant in California as nonexempt employees at
19 any time from three years prior to the date of filing of this action through the date
20 of the Court issuing an order certifying this class and subjected to short, on-
21 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they
22 worked more than 8 hours or major fraction thereof for each shift and not paid
23 premium wages.

24 The Subclass 22 the Plaintiff seeks to represent is defined as follows:

25 All persons who worked for Defendant in California as nonexempt employees at
26 any time from four years prior to the date of filing of this action through the date
27 of the Court issuing an order certifying this class and subjected to short, on-
28 premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they
worked more than 12 hours or major fraction thereof for each shift and not paid
premium wages.

The Subclass 23 the Plaintiff seeks to represent is defined as follows:

All persons who worked for Defendant in California as nonexempt employees at
any time from three years prior to the date of filing of this action through the date
of the Court issuing an order certifying this class and subjected to short, on-
premises, late, interrupted, or no 10-minute uninterrupted rest breaks when they

1 worked more than 12 hours or major fraction thereof for each shift and not paid
2 premium wages.

3 The Subclass 24 the Plaintiff seeks to represent is defined as follows:

4 All persons who worked for Defendant in California and not compensated for all
5 hours worked from four years prior to the date of filing of this action through the
6 date of the Court issuing an order certifying this class.

7 The Subclass 25 the Plaintiff seeks to represent is defined as follows:

8 All persons who worked for Defendant in California and not compensated for all
9 hours worked from three years prior to the date of filing of this action through the
10 date of the Court issuing an order certifying this class.

11 The Subclass 26 the Plaintiff seeks to represent is defined as follows:

12 All persons who worked for Defendant in California as nonexempt employees at
13 any time from four years prior to the date of filing of this action through the date
14 of the Court issuing an order certifying this class and subjected to interrupted
meal breaks and not paid wages.

15 The Subclass 26 the Plaintiff seeks to represent is defined as follows:

16 All persons who worked for Defendant in California as nonexempt employees at
17 any time from three years prior to the date of filing of this action through the date
18 of the Court issuing an order certifying this class and subjected to interrupted
meal breaks and not paid wages.

19 26. The individuals included within the alleged Class and Subclass are over one hundred
20 (100) and is so numerous that joinder of each of them would be impracticable, and the
21 disposition of their claims in a class action, rather than in numerous individual actions, will
22 benefit the parties, the Court, and the interests of justice. The Subclasses 1 through Subclasses 26
23 shall be collectively referred to herein as “Subclass”.

24 27. Among the proposed Class and Subclass there is a well-defined community of interest in
25 the questions of law and/or fact involved, affecting the Class Members and Subclass Members,
26 These common questions include, but are not limited to:

- 27 a. Whether Defendant’s failure to provide minimum wages to Class Members
28 violates Labor Code sections 510 and 1194 and Wage Orders 1-2001 and 4-2001;

- b. Whether Defendant's failure to provide overtime wages to Class Members violates Labor Code sections 510 and 1194 and Wage Orders 1-2001 and 4-2001;
- c. Whether Defendants failure to provide meal periods to Class Members and Subclass Members violates Labor Code sections 226.7, 512 and Wage Orders 1-2001 and 4-2001;
- d. Whether Defendants failure to provide rest periods to Class Members and Subclass Members violates Labor Code section 226.7 and Wage Orders 1-2001 and 4-2001;
- e. Whether Defendants failure to keep accurate payroll records of daily hours worked violates Labor Code section 1174;
- f. Whether Defendants' failure to provide Class Members and Subclass Members with itemized statements of wages and hours worked violates Labor Code section 226;
- g. Whether Defendants' failure to provide Class Members and Subclass Members all wages upon termination violates Labor Code sections 201, 202, and 203;
- h. Whether Defendants various violations of the Labor Code serve as predicate violations of the UCL.

28. Common questions of law and/or fact predominate over questions that affect only individual Class Members and Subclass Members.

29. Plaintiff claims are typical of those belonging to the members of the Class and Subclass they seek to represent, and Plaintiff can adequately represent the Class and Subclass they seek to represent.

FIRST CAUSE OF ACTION

(Claim For Failure to Pay Minimum Wage in Violation of Labor Code §§ 510, 1194, 1198 and IWC Wage Orders 1 and 4, § 3 by Plaintiff, Class Members and Subclass Members Against All Defendants and DOES 1-50)

30. Plaintiff incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

31. Plaintiff brings this claim on behalf of himself and the Class Members and Subclass

Members.

32. Throughout Plaintiff, Class Members and Subclass Members employment, they worked above 8 hour daily working shifts and 40 hours per week. Defendants did not compensate Plaintiff, Class Members and Subclass Members for all entitled minimum hours worked as they were not compensated for all minimum wages for the work.

33. Plaintiff, Class Members and Subclass Members are entitled to minimum wage compensation according to proof at the time of trial under Labor Code sections 510, 1194 subdivision (a), 1198 enforcing, Wage Orders 1 and 4. Defendant's failure to pay Plaintiff, Class Members and Subclass Members as required by the applicable wage order, violates the provision of Labor Code section 1194, subdivision (a) and is therefore unlawful. Defendant also violated Labor Code section 510.

34. Plaintiff, Class Members and Subclass Members are entitled to earnings for all hours worked, Plaintiff is also entitled to recover the statutory civil fines pursuant to Labor Code section 1194, subdivision (a). The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.

SECOND CAUSE OF ACTION

(Claim For Failure to Pay Overtime Wage in Violation of Labor Code §§ 510, 1194, 1198 and IWC Wage Orders 1 and 4, § 3 by Plaintiff, Class Members and Subclass Members Against All Defendants and DOES 1-50)

35. Plaintiff incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

36. Plaintiff brings this claim on behalf of himself and the Class Members and Subclass Members.

37. Throughout Plaintiff, Class Members and Subclass Members employment, they worked above 8 hour daily working shifts and 40 hours per week. Defendants did not compensate Plaintiff, Class Members and Subclass Members for all entitled overtime hours worked above 8 hours in a day and 40 hours per week as they were not compensated for their overtime when they worked above forty hours each week or eight hours each day.

38. Plaintiff, Class Members and Subclass Members are entitled to overtime compensation

1 according to proof at the time of trial under Labor Code sections 510, 1194 subdivision (a), 1198
2 enforcing, Wage Orders 1 and 4. Defendant's failure to pay Plaintiff, Class Members and
3 Subclass Members as required by the applicable wage order, violates the provision of Labor
4 Code section 1194, subdivision (a) and is therefore unlawful. Defendant also violated Labor
5 Code section 510.

6 39. Plaintiff, Class Members and Subclass Members are entitled to earnings for all hours
7 worked, including overtime and double overtime. Plaintiff is also entitled to recover the
8 statutory civil fines pursuant to Labor Code section 1194, subdivision (a). The exact amount of
9 the applicable damages is an amount to be shown according to proof at trial and within the
10 jurisdictional limits of the Court.

11 **THIRD CAUSE OF ACTION**

12 **(Claim for Failure to Provide Meal Breaks – Lab. Code 226.7, 512 and Wage Orders 1 and 13 4 Section 11, by Plaintiff and Class and Subclass Against All Defendants and DOES 1-50)**

14 40. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
15 and below by reference as though set forth in full in this cause of action.

16 41. Plaintiff bring this claim on behalf of himself, the Class Members and Subclass
17 Members.

18 42. Defendants were required to authorize and permit Plaintiff and Class Members and
19 Subclass Members to take uninterrupted meal breaks pursuant to Industrial Welfare Commission
20 Wage Orders 1-2001 and 4-2001 Section 11(A). Defendants failed to do so by not allowing such
21 uninterrupted meal breaks. Plaintiff Class Members and Subclass Members are entitled to
22 premium wages and civil penalties as a consequence of this failure.

23 43. Defendants were required to pay the Plaintiff, Class Members and Subclass Member
24 employees one (1) hour of pay at their regular rate of compensation for each workday that the
25 legally compliant meal breaks are not provided, pursuant to California labor Code sections 226,7,
26 and 512, Industrial Welfare Commission Wage Orders 1-2001 and 4-2001 Section 11(B). It
27 failed to do so. Plaintiff, Class Members and Subclass Members are entitled to civil penalties and
28 owed wages as a consequence of this failure.

1 44. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members and
2 Subclass Members have suffered and continues to suffer substantial losses related to the use and
3 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
4 in seeking to compel Defendants to fully perform its obligation under state law, all to their
5 respective damage in amounts according to proof at trial and within the jurisdictional limitations
6 of this Court.

7 45. As a result of the violations alleged herein, Plaintiff seeks all civil penalties and wages
8 available pursuant to the Labor Code, Wage Orders 1 and 4, and an award of reasonable
9 attorney's fees and costs. The exact amount of the applicable penalties is an amount to be shown
10 according to proof at trial.

11 **FOURTH CAUSE OF ACTION**

12 **(Claim for Failure to Provide Rest Periods – Lab. Code 226.7 and Wage Orders 1 and 4,
13 Section 12 by Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

14 46. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
15 and below by reference as though set forth in full in this cause of action.

16 47. Plaintiff bring this claim on behalf of himself, the Class Members and Subclass
17 Members.

18 48. Defendants were required to authorize and permit employees to take uninterrupted rest
19 periods pursuant to Industrial Welfare Commission Wage Orders 1-2001 and 4-2001 Section
20 12(A) and California Labor Code section 226.7. It failed to do so by not allowing such
21 uninterrupted rest periods. Plaintiff, Class Members and Subclass Members are entitled to owed
22 wages and civil penalties as a consequence of this failure.

23 49. Defendants were required to pay the employees one (1) hour of pay at their regular rate of
24 compensation for each workday that the legally compliant rest period is not provided, pursuant to
25 Industrial Welfare Commission Wage Orders 1-2001 and 4-2001 Section 12(B). Defendants
26 failed to do so by not allowing such interrupted rest periods. Plaintiff are entitled to civil
27 penalties as a consequence of this failure.

28 50. As a direct result of Defendants violations alleged herein, Plaintiff, Class Members, and
Subclass Members have suffered and continues to suffer substantial losses related to the use and

1 enjoyment of such wages, including lost interest on such monies and expenses and attorney's fees
2 in seeking to compel Defendants to fully perform its obligation under state law, all to their
3 respective damage in amounts according to proof at trial and within the jurisdictional limitations
4 of this Court. The exact amount of the applicable penalties is an amount to be shown according
5 to proof at trial.

6 51. As a result of the violations alleged herein, Plaintiff, Class Members and Subclass
7 Members seek all civil penalties and owed wages available pursuant to the Labor Code and
8 Wage Order⁴, and an award of reasonable attorney's fees and costs.

9 **FIFTH CAUSE OF ACTION**

10 **(Claim For Failure to Pay Wages Upon Termination in Violation of Labor Code § 203 by**
11 **Plaintiff on Behalf of Herself and Class and Subclass Against All Defendants and DOES 1-**
12 **50)**

13 52. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
14 above and below by reference as though set forth in full in this cause of action.

15 53. Pursuant to Labor Code section 203, an employer may not willfully fail to pay any wages
16 owed to an employee who is either discharged or quits.

17 54. Plaintiff brings this claim on behalf of herself and the Class and Subclass Members.

18 55. Defendant failed to pay Class Members who are no longer employed by Defendant
19 compensation due upon termination as required by California Labor Code section 201 and 202.
20 As a result, Defendant is liable to former employee Class and Subclass Members waiting time
21 penalties provided under California Labor Code section 203, plus reasonable attorney's fees and
22 costs of suit. At the time of Plaintiff's termination, Plaintiff was owed wages for Defendant's
23 failure to compensate for all hours worked in violation of Labor Code section 203.

24 56. Plaintiff, on behalf of itself and Class and Subclass Members, also request relief as
25 described below.

26 57. The exact amount of the applicable damages is an amount to be shown according to proof
27 at trial.
28

1 **SIXTH CAUSE OF ACTION**

2 **(Provide Accurate Wage Statements in Violation of Labor Code § 226(a) by Plaintiff, Class**
3 **and Subclass Against All Defendants and DOES 1-50)**

4 58. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above
5 and below by reference as though set forth in full in this cause of action.

6 59. Plaintiff bring this claim on behalf of themselves, and the Class Members and Subclass
7 Members.

8 60. Labor Code section 226(a) requires An employer, semimonthly or at the time of each
9 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
10 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
11 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
12 hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-
13 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
14 all deductions, provided that all deductions made on written orders of the employee may be
15 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
16 which the employee is paid, (7) the name of the employee and only the last four digits of his or
17 her social security number or an employee identification number other than a social security
18 number, (8) the name and address of the legal entity that is the employer and, if the employer is a
19 farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
20 legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate by the
22 employee and, beginning July 1, 2013, if the employer is a temporary services employer as
23 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
24 assignment. The applicable Wage Order provides: "Every employer shall semimonthly or at the
25 time of each payment of wages furnish each employee, either as a detachable part of the check,
26 draft, or voucher paying the employee's wages, or separately, an itemized statement in writing
27 showing: (1) all deductions; (2) the inclusive dates of the period for which the employee is paid;
28 (3) the name of the employee or the employee's social security number; and (4) the name of the

1 employer, provided all deductions made on written orders of the employee may be aggregated
2 and shown as one item.”

3 61. Defendants knowingly and intentionally failed to provide Plaintiff, Class Members and
4 Subclass Members with timely and accurate wage and hour statements showing gross wages
5 earned, total hours worked, all deductions made, net wages earned, all applicable hourly rates in
6 effect during each pay period, and the corresponding number of hours worked at each hourly rate
7 by them and Class Members and Subclass Members.

8 62. Plaintiff, Class and Subclass suffered injury as a result of Defendants knowing and
9 intentional failure to provide them with accurate the wage and hour statements required by law,
10 which injury shall exceed the jurisdictional minimums of the superior court.

11 **SEVENTH CAUSE OF ACTION**

12 **(Claim For Failure to Pay Timely Wages in Violation of Labor Code § 210 by Plaintiff,
13 Subclass and Class Against All Defendants Against All Defendants and DOES 1-50)**

14 63. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs
15 above and below by reference as though set forth in full in this cause of action.

16 64. Pursuant to Labor Code section 210, an employer may not fail to pay the wages of each
17 employee.

18 65. Plaintiff bring this claim on behalf of themselves, the Class Members and Subclass
19 Members.

20 66. Defendant failed to pay Plaintiff, Class Members and Subclass Members vacation wages
21 as required by California Labor Code section 210. As a result, Defendant’s are liable to Plaintiff,
22 Class Members and Subclass Members, plus reasonable attorney’s fees and costs of suit.

23 67. Plaintiff, on behalf of itself, Class Members and Subclass Members, also request relief as
24 described below.

25 68. The exact amount of the applicable damages is an amount to be shown according to proof
26 at trial.
27
28

EIGHTH CAUSE OF ACTION

**(For Unlawful Business Practices-Bus. & Prof. Code § 17200 et seq.)
By Plaintiff, Class and Subclass Against All Defendants and DOES 1-50)**

69. Plaintiff hereby incorporate all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

70. Plaintiff bring this claim on behalf of themselves, Class Members and Subclass Members.

71. Business & Professions Code section 17200 states “As used in this chapter, unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.”

72. Through Defendants conduct during the applicable statutory period including, but not limited to, the conduct alleged herein, including that alleged on information and belief, the defendant has engaged in business practices in California by practicing, employing, and utilizing, the employment practices outlined in the preceding paragraphs all in violation of California law and the applicable Industrial Welfare Commission Wage Order. Defendants use of such practices constitutes an unfair business practice, unfair competition, and provides as unfair advantage over Defendants competitors doing business in the State of California that comply with their obligations to properly provide employment conditions in compliance with the law and pay employees for all earned wages and compensation as required by law.

73. Defendants violations of the California Civil Code, Labor Code and the applicable Wage Order and their scheme to lower payroll costs as alleged herein constitute unlawful business practices because these actions were done in a systematic manner over a period of time to the detriment of Plaintiff, Class and Subclass. The acts complained of herein occurred within the last four (4) years preceding the filing of this complaint and include, but are not limited to, failure to (i) include the gross wages earned, total hours worked, net wages earned, failed to include name and address of legal entity employer, and applicable hourly rates into the employee paystubs to allow them to ascertain the hourly rate in which they could expect to be paid; (ii) provide proper rest breaks and meal breaks; (iii) maintain accurate records and provide and maintain accurate

1 itemized wage statements reflecting the amount of hours worked, name and address of legal
2 entity employer, and applicable hourly rates; (vi) failure to pay minimum wages and overtime
3 wages; and (v) pay wages upon termination. Plaintiff is informed and believes and on that basis
4 alleges that, at all times herein mentioned, Defendants engaged in the above-mentioned acts of
5 unlawful, deceptive, and unfair business practices prohibited by California Business and
6 Professions Code sections 17200 et seq., including those set forth in the preceding paragraph,
7 thereby depriving Plaintiff, Class and Subclass of the minimum working condition standards and
8 conditions due, including those under Labor Code and Wage Order.

9 74. As a result of Defendants unfair competition as alleged herein, Plaintiff, Class and
10 Subclass have suffered injury in fact and lost money or property. Plaintiff, Class and Subclass
11 have been deprived of the rights to accurate and itemized wage statements, wages and benefits
12 due including those as alleged herein.

13 75. Pursuant to California Business & Professions Code section 17203, Plaintiff, Class and
14 Subclass are entitled to seek restitution of all wages and other monies owed on behalf of
15 themselves and Aggrieved Employees belonging to them, including interest thereon, which
16 Defendants wrongfully withheld from them and retained for itself by means of its unlawful and
17 unfair business practices.

18 76. Plaintiff, Class and Subclass are entitled to an injunction and other declaratory and
19 equitable relief against such practices to prevent future damage for which there is no adequate
20 remedy at law, and to avoid a multiplicity of lawsuits.

21 77. Plaintiff is informed and believes, and on that basis alleges, that the illegal conduct
22 alleged herein is continuing and there is no indication that Defendants will not continue such
23 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
24 forth in this Complaint, they will continue to fail to pay the wage and compensation required to
25 be paid and will fail to comply with other requirements of the Labor Code and Wage Order.

26 78. As a direct and proximate result of Defendants conduct, Defendants have received and
27 will continue to receive monies that rightfully belong to members of the general public who have
28

1 been adversely affected by Defendants conduct, as well as to Plaintiff by virtue of any unpaid
2 wages and other monies or penalties associated therewith.

3 79. Plaintiff, Class and Subclass are entitled and seeks any and all available remedies
4 including but not limited to restitution and recovery of reasonable attorney's fees and costs
5 pursuant to California Code of Civil Procedure section 1021.5, Business and Professions Code
6 section 17200 et seq., the substantial benefit doctrine, and/or the common fund doctrine.

7
8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff prays individually and on behalf of the proposed Class and
10 Subclass, prays for judgment against Defendants as follows:

- 11 A. Certification of Plaintiff's claims as a class action pursuant to Cal. Code of Civ. Pro.
12 Section 382, on behalf of the proposed class;
- 13 B. Class notice to all Class Members and Subclass Members in California who worked
14 for Defendants from four years prior to the filing of the original Complaint through
15 the trial of this action;
- 16 C. Plaintiff be appointed as the representative of the Class and Subclass;
- 17 D. Counsel for Plaintiff be appointed as counsel for the Class and Subclass;
- 18 E. The Court declare Defendants policies and/or practices of failing to pay minimum
19 wages and overtime wages violates California Labor Code section 210, 510, 1194 and
20 Wage Orders 1-2001 and 4-2001 Section 3 to the Class Members, Subclass Members
21 and Aggrieved Employees;
- 22 F. The Court declare Defendants policies and/or practices of failing to provide meal
23 periods violates California Labor Code section 226.7, and 512 and Wage Orders 1-
24 2001 and 4-2001 Section 11(A) by failing to provide the Class Members, Subclass
25 Members and Aggrieved Employees with meal periods of at least one-half hour in
26 which they were relieved of all duties for every five hours of work;
- 27 G. The Court declare Defendants policies and/or practices of failing to provide rest
28 periods violates California Labor Code section 226.7 and Wage Orders 1-2001 and 4-

2001 Section 12(A) by failing to provide the Class Members, Subclass Members and Aggrieved Employees with rest periods of at least ten minutes in which they were relieved of all duties for every four hours of work or major fraction thereof;

H. The Court declare Defendants policies and/or practices of failing to furnish accurate wage statement to Class Members, Subclass Members and Aggrieved employees violates Labor Code section 226; and

I. The Court declare Defendants policies and/or practices of failing to keep accurate payroll records of daily hours worked for Plaintiff, Subclass Members and Class Members violates Labor Code section 1174 and 1174.5.

First Cause of Action:

1. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to Labor Code sections 510 and 1194.
2. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.
3. An award to Class Representative Plaintiff Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 218.5, 1194, 510 and/or other applicable law.

Second Cause of Action:

4. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to Labor Code sections 510 and 1194.
5. The exact amount of the applicable damages is an amount to be shown according to proof at trial and within the jurisdictional limits of the Court.
6. An award to Class Representative Plaintiff Class Members and Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section 1021.5, California Labor Code section 218.5, 510, 1194 and/or other applicable law.

1 **Third Cause of Action:**

2 7. For an award of damages to Plaintiff and the Class Members and Subclass Members
3 pursuant to Labor Code section 226.7 (c).

4 8. The exact amount of the applicable damages is an amount to be shown according to proof at
5 trial and within the jurisdictional limits of the Court.

6 9. An award to Class and Subclass Representative Plaintiff, and the Class Members and
7 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
8 Procedure Code section 1021.5, California 226, 226.7 and/or other applicable law.

9
10 **Fourth Cause of Action:**

11 10. For an award of damages to Plaintiff, Class Members and Subclass Members pursuant to
12 Labor Code section 226.7 (c).

13 11. The exact amount of the applicable damages is an amount to be shown according to proof at
14 trial and within the jurisdictional limits of the Court.

15 12. An award to Class Representative Plaintiff, and the Class Members and Subclass Members
16 of reasonable attorneys' fees and costs, pursuant to California Civil Procedure Code section
17 1021.5, California 226, 226.7 and/or other applicable law.

18
19 **Fifth Cause of Action:**

20 13. For an award for the Plaintiff and Class Members for owed wages and penalties,
21 plus interest pursuant to Labor Code section 203.

22 14. The exact amount of the applicable damages is an amount to be shown according to proof at
23 trial and within the jurisdictional limits of the Court.

24 15. For attorney's fees and costs to the extent permitted by Labor Code section 218.5 and
25 16. California Code of Civil Procedure 1021.5.

26
27 **Sixth Cause of Action:**

28 17. For an award for the Plaintiff, Class Members and Subclass Members for penalties pursuant

1 to Labor Code section 226.

2 18. For penalties to recover the greater of actual damages of fifty dollars (\$50) for the
3 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
4 each subsequent violation pursuant to Labor Code section 226(e). The exact amount of the
5 applicable damages is an amount to be shown according to proof at trial and within the
6 jurisdictional limits of the Court.

7 19. For costs and reasonable attorney's fees pursuant to Labor Code section 226(e).

8
9 **Seventh Causes of Action:**

10 20. For an award of damages to Plaintiffs and the Class Members and Subclass Members
11 pursuant to Labor Code section 210.

12 21. The exact amount of the applicable damages is an amount to be shown according to proof at
13 trial and within the jurisdictional limits of the Court.

14 22. An award to Class and Subclass Representative Plaintiff, and the Class Members and
15 Subclass Members of reasonable attorneys' fees and costs, pursuant to California Civil
16 Procedure Code section 1021.5, California Labor Code section 210 and/or other applicable law.

17
18 **Eighth Cause of Action:**

19 23. For a temporary restraining order, a preliminary injunction, and a permanent injunction
20 enjoining Defendants and its agents, servants and employees, and all persons acting under, in
21 concert with, or for Defendants from engaging in the unlawful, unfair, and fraudulent acts and
22 business practices described in Paragraphs 69 through 79 above;

23 24. For restitution, lost wages and penalties therewith;

24 25. For pre-judgment and post-judgment interest to the extent permitted by law;

25 26. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution
26 of this action pursuant to Code of Civil Procedure section 1021.5, Business and Professions Code
27 sections 17200, et seq., Labor Code section 1194 and any other applicable provision of law; and

28 27. For such other relief as the Court deems just and proper.

1 **As to All Causes of Action:**

2 28. For reasonable attorneys' fees and costs incurred

3 29. Interest accrued to date under the California Labor Code, including under Sections 226.7;

4 30. For such other and further relief as this Court may deem just and proper.

5 Dated: April 1, 2021

Jackson Law, APC

6
7 By:/s/ Armond M. Jackson

Armond M. Jackson

8 Attorneys for Plaintiff Victor Erazo

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff Victor Erazo demands a jury trial in the above captioned matter.

11
12
13 Dated: April 1, 2021

Jackson Law, APC

14
15 By: /s/ Armond M. Jackson

16 Armond M. Jackson

17 Attorneys for Plaintiff Victor Erazo
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