

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan, Esq. (Cal Bar No. 287811)
Jeffrey D. Klein, Esq. (Cal Bar No. 297296)
8484 Wilshire Boulevard, Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555; Fax: (310) 300-1705

Assigned for all Purposes
Judge Kirk Nakamura
CX-103

J. GILL LAW GROUP, P.C.
Jasmin K. Gill, Esq. (Cal Bar No. 315090)
515 South Flower Street, Suite 1800
Los Angeles, California 90071
Tel: (310) 728-2137; Fax: (310) 728-2137

Attorneys for Plaintiff, JOSE LEDESMA, an individual and on behalf of all others
similarly situated,

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

JOSE LEDESMA, an individual and on behalf
of all others similarly situated,

CASE NO.: 30-2021-01210019-CU-OE-CXC

CLASS ACTION COMPLAINT FOR:

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY; and
8. UNFAIR COMPETITION.

Plaintiffs,

v.

CONNELL CHEVROLET, a California
corporation; PAUL W. DODDRIDGE, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$25,000.00]

COMES NOW plaintiff JOSE LEDESMA (“Plaintiff”), on behalf of Plaintiff and all others similarly situated (collectively, “Plaintiffs”), and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against CONNELL CHEVROLET (“Connell Chevrolet”), PAUL W. DODDRIDGE (“Doddridge”), and any of their respective subsidiaries or affiliated companies within the State of California (Connell Chevrolet, Doddridge, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

PARTIES

A. Plaintiff

2. Plaintiff JOSE LEDESMA is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, mechanic-related duties, picking up and dropping off cards, and picking up and dropping off customers. Plaintiff is informed and believes, and based thereon alleges that Plaintiff JOSE LEDESMA worked for Defendants from approximately February of 2016 through approximately August of 2020.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant Connell Chevrolet is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in, among other places, the County of Orange, State of California. At all relevant times herein, defendant Connell Chevrolet employed Plaintiff and similarly situated employees within the State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Connell Chevrolet is, and at all times relevant hereto was, a “person” as defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

5. Plaintiff is informed and believes and based thereon alleges that defendant Doddridge is, and at all times relevant hereto was, an individual residing in California, as well as the principal, owner, officer, director and/or managing agent for Connell Chevrolet and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that Doddridge violated, or caused to be violated, the above-referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

6. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiff is informed and believes and based thereon alleges that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall include Connell Chevrolet, Doddridge, and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

7. Plaintiff is informed and believes and based thereon alleges that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

8. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In

1 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
2 their said employees, agents, and representatives, and each of them; and upon completion of the
3 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
4 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
5 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
6 aforementioned corporate employees, agents and representatives.

7 9. Plaintiff is further informed and believes and based thereon alleges that Doddridge
8 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
9 provisions in violation of Labor Code section 558.1.

10 10. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
11 unity of interest and ownership between and among Defendants, and each of them, that their
12 individuality and separateness have ceased to exist.

13 11. Plaintiff is informed and believes, and based thereon alleges that despite the
14 formation of the purported corporate, DBA, and/or limited liability existence of Connell Chevrolet
15 and DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one
16 and the same with Doddridge and DOES 51 through 100 ("Individual Defendants"), and each of
17 them, due to, but not limited to, the following reasons:

18 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
19 Defendants who personally committed the wrongful and illegal acts and violated the
20 laws as set forth in this Complaint, and who has hidden and currently hide behind the
21 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
22 other wrongful or inequitable purpose;

23 B. The Individual Defendants derive actual and significant monetary benefits by and
24 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
25 Defendants as the funding source for the Individual Defendants' own personal
26 expenditures;

27 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
28 and the Alter Ego Defendants, while really one and the same, were segregated to

1 appear as though separate and distinct for purposes of perpetrating a fraud,
2 circumventing a statute, or accomplishing some other wrongful or inequitable
3 purpose;

4 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
5 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
6 mentioned herein were, so mixed and intermingled that the same cannot reasonably
7 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
8 are, and at all relevant times mentioned herein were, used by the Individual
9 Defendants as mere shells and conduits for the conduct of certain of their, and each
10 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
11 herein were, the alter egos of the Individual Defendants;

12 E. The recognition of the separate existence of the Individual Defendants and the Alter
13 Ego Defendants would promote injustice insofar that it would permit defendants to
14 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
15 Code, and other statutory violations. The corporate existence of these defendants
16 should thus be disregarded in equity and for the ends of justice because such
17 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

18 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
19 Defendants (and vice versa), and the fiction of their separate corporate, limited
20 liability, and/or DBA existence must be disregarded.

21 12. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
22 thereon alleges that Defendants, and each of them, are joint employers.

23 **JURISDICTION**

24 13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
25 of Civil Procedure section 410.10.

26 14. Venue is proper in Orange County, California pursuant to Code of Civil Procedure
27 sections 392, *et seq.* because, among other things, Orange County is where the causes of action
28 complained of herein arose; the county in which the employment relationship began; the county in

1 which performance of the employment contract, or part of it, between Plaintiffs, or some of them,
2 and Defendants was due to be performed; the county in which the employment contract, or part of
3 it, between Plaintiffs, or some of them, and Defendants was actually performed; the county in which
4 Defendants, or some of them, have their principal place of business; and the county in which
5 Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect
6 on Class Members, or some of them, who reside in Orange County and the State of California.

7 **FACTUAL BACKGROUND**

8 15. For at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to pay overtime wages to Plaintiff and Class Members, or some of
10 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
11 and Class Members working over eight (8) hours per day, twelve (12) hours per day, forty (40)
12 hours per week, and/or seven (7) consecutive work days in a work week without being properly
13 compensated for hours worked in excess of (8) hours per day in a work day, twelve (12) hours per
14 day in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh
15 consecutive work day in a work week by, among other things, failing to accurately track and/or pay
16 for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or permitting
17 employees to work off the clock, including, without limitation, by requiring employees: to come
18 early to work and leave work late without being able to clock in for all that time, to suffer under
19 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
20 and post-shift tasks after clocking out, to clock out for meal periods and continue working and/or
21 suffering under Defendants' control, to don and doff uniforms and/or safety equipment off the clock,
22 to make or respond to telephone calls and/or text messages off the clock and/or drive off the clock;
23 failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, and
24 other forms of remuneration into the regular rate of pay for the pay periods where overtime was
25 worked and the additional compensation was earned for the purpose of calculating the overtime rate
26 of pay; failing to pay for all training time; editing and/or manipulation of time entries to show lesser
27 hours than actually worked, and for paying straight pay instead of overtime pay, to the detriment of
28 Plaintiff and Class Members.

1 16. For at least four (4) years prior to the filing of this Action and continuing to the
2 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
3 them, in violation of California state wage and hour laws as a result of, among other things, at times,
4 failing to accurately track and/or pay for all minutes actually worked at their regular rate of pay that
5 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock,
6 including, without limitation, by requiring employees: to come early to work and leave work late
7 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
8 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
9 to clock out for meal periods and continue working and/or suffering under Defendants' control, to
10 don and doff uniforms and/or safety equipment off the clock, to make or respond to telephone calls
11 and/or text messages off the clock and/or drive off the clock; failing to pay for all training time;
12 editing and/or manipulation of time entries to show lesser hours than actually worked, to the
13 detriment of Plaintiff and Class Members.

14 17. For at least four (4) years prior to the filing of this Action and continuing to the
15 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
16 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
17 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
18 they worked in excess of ten (10) hours in a work day, including, without limitation: by interrupting
19 meal periods; not providing timely meal periods; failing to provide first and second meal periods;
20 providing short meal periods; otherwise requiring on-duty/on-call meal periods (including, without
21 limitation, by requiring employees to carry walkie-talkies and their personal cell phones to answer
22 calls and/or text messages by Defendants while on their meal periods); and auto-deducting meal
23 periods that could not be auto-deducted by law or during which employees worked, and failing to
24 provide compensation for such unprovided meal periods as required by California wage and hour
25 laws.

26 18. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
28 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction

1 thereof in which they are completely relieved of all of their duties, including, without limitation: by
2 failing to provide rest periods all together; requiring that they be bundled together and/or with meal
3 periods; interrupting them; not providing them in a timely fashion; not permitting employees to
4 leave the premises; and otherwise requiring on-duty/on-call rest periods (including, without
5 limitation, by requiring employees to carry walkie-talkies and their personal cell phones to answer
6 calls and/or text messages by Defendants while on their rest periods), and failed to provide
7 compensation for such unprovided rest periods as required by California wage and hour laws.

8 19. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
10 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
11 sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum
12 wages, and premium wages.

13 20. For at least one (1) year prior to the filing of this Action and continuing to the present,
14 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
15 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
16 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
17 of hours worked at each hourly rate; the name(s) and address(es) of the legal entity(ies) that is/are
18 the employer(s); and other such information as required by Labor Code section 226, subdivision (a).
19 As a result thereof, Defendants have further failed to furnish employees with an accurate calculation
20 of gross and gross wages earned, as well as gross and net wages paid.

21 21. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for
23 their mileage and/or gas costs incurred by them in driving their personal vehicles for work-related
24 purposes; for the laundering of mandatory work uniforms; for the purchase of tools and/or safety
25 equipment, including, without limitation, socket set, electric ratchet, impact gun, impact ratchet
26 guns, drills, mechanic gloves, steel toe boots, personal protective equipment (including, e.g., face
27 masks and disinfectants); and for the purchase and maintenance of cellular phones and cellular
28 phone plans, in direct consequence of the discharge of their duties, or of their obedience to the

1 directions of Defendants, as required by Labor Code section 2802, and other statutory and common
2 law offenses.

3 22. Plaintiff, on his own behalf and on behalf of Class Members, brings this action
4 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
5 512, 558.1, 1194, 1194.2, 1197, 2802, *et al.*, and the applicable rules and regulations of the IWC
6 California Wage Orders, seeking overtime wages, minimum wages, payment of premium wages for
7 missed meal and rest periods, waiting time penalties, wage statement penalties, reimbursement for
8 expenses incurred in furtherance of work duties, other such provisions of California law, and
9 reasonable attorneys' fees and costs.

10 23. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
11 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
12 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
13 appropriate and effective means to prevent further violations, as well as all monies owed but
14 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
15 restitution of amounts owed.

16 **CLASS ACTION ALLEGATIONS**

17 24. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
18 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
19 and former non-exempt employees of Defendants within the State of California at any time
20 commencing four (4) years preceding the filing of Plaintiff's complaint up until the time that notice
21 of the class action is provided to the class (collectively referred to as "Class Members").

22 25. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
23 to amend or modify the class description with greater specificity, further divide the defined class
24 into subclasses, and to further specify or limit the issues for which certification is sought.

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

28 ///

1 **A. Numerosity**

2 27. The potential Class Members as defined are so numerous that joinder of all the
3 members of the Class is impracticable. While the precise number of Class Members has not been
4 determined yet, Plaintiff is informed and believes that there are at least one hundred (100) Class
5 Members employed by Defendants within the State of California.

6 28. Accounting for employee turnover during the relevant periods necessarily increases
7 this number. Plaintiff alleges Defendants' employment records would provide information as to the
8 number and location of all Class Members. Joinder of all members of the proposed Class is not
9 practicable.

10 **B. Commonality**

11 29. There are questions of law and fact common to Class Members. These common
12 questions include, but are not limited to:

- 13 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all
14 minutes worked at a proper overtime rate of pay?
- 15 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
16 for all other time worked at the employee's regular rate of pay and a rate of pay that
17 is greater than the applicable minimum wage?
- 18 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
19 Class Members to take compliant meal periods?
- 20 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
21 with additional wages for missed or interrupted meal periods?
- 22 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
23 Class Members to take compliant rest periods?
- 24 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
25 with additional wages for missed rest periods?
- 26 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
27 Members upon termination or resignation all wages earned?

28 ///

- 1 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
2 section 203?
- 3 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
4 Class Members with accurate wage statements?
- 5 J. Did Defendants fail to indemnify Class Members for all necessary expenditures or
6 losses incurred in direct consequence of the discharge of their duties or by obedience
7 to the directions of Defendants as required under Labor Code section 2802?
- 8 K. Did Defendants violate the Unfair Competition Law, Business and Professions Code
9 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 10 L. Are Class Members entitled to restitution of wages under Business and Professions
11 Code section 17203?
- 12 M. Are Class Members entitled to costs and attorneys' fees?
- 13 N. Are Class Members entitled to interest?

14 **C. Typicality**

15 30. The claims of Plaintiff herein alleged are typical of those claims which could be
16 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
17 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
18 damages arising out of and caused by Defendants' common course of conduct in violation of laws
19 and regulations that have the force and effect of law and statutes as alleged herein.

20 **D. Adequacy of Representation**

21 31. Plaintiff will fairly and adequately represent and protect the interest of Class
22 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
23 hour class actions.

24 **E. Superiority of Class Action**

25 32. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
27 questions of law and fact common to Class Members predominate over any questions affecting only
28 individual Class Members. Class Members, as further described therein, have been damaged and

1 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
2 violation of the Labor Code at times, as set out herein.

3 33. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would
6 preclude its maintenance as a class action.

7 **FIRST CAUSE OF ACTION**

8 **(Failure to Pay Overtime Wages – Against All Defendants)**

9 34. Plaintiff realleges and incorporates by reference all of the allegations contained in
10 the preceding paragraphs as though fully set forth hereat.

11 35. At all relevant times, Plaintiff and Class Members were employees or former
12 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
13 Wage Orders.

14 36. At all times relevant to this Complaint, Labor Code section 510 was in effect and
15 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
16 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
17 at the rate of no less than one and one-half times the regular rate of pay for an employee."

18 37. At all times relevant to this Complaint, Labor Code section 510 further provided that
19 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
20 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
21 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
22 pay."

23 38. Four (4) years prior to the filing of the Complaint in this Action through the present,
24 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
25 (8) hours in a workday, more than twelve (12) hours in a workday, and/or more than forty hours in
26 a workweek, and/or seven (7) consecutive workdays in a workweek, without being paid overtime
27 wages for all hours worked as a result of, including but not limited to, Defendants failing to
28 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay;

1 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
2 by requiring employees: to come early to work and leave work late without being able to clock in
3 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
4 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
5 and continue working and/or suffering under Defendants' control, to don and doff uniforms and/or
6 safety equipment off the clock, to make or respond to telephone calls and/or text messages off the
7 clock and/or drive off the clock; failed to include all forms of remuneration, including non-
8 discretionary bonuses, incentive pay, and other forms of remuneration into the regular rate of pay
9 for the pay periods where overtime was worked and the additional compensation was earned for the
10 purpose of calculating the overtime rate of pay; failed to pay for all training time; edited and/or
11 manipulated time entries to show lesser hours than actually worked, and for paying straight pay
12 instead of overtime pay, to the detriment of Plaintiff and Class Members.

13 39. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
14 than eight (8) hours per workday, twelve (12) hours per workday, forty (40) hours per workweek,
15 and/or seven (7) straight workdays without properly compensating overtime wages at the proper
16 overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code,
17 among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

18 40. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
19 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
20 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
21 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

22 **SECOND CAUSE OF ACTION**

23 **(Failure to Pay Minimum Wages – Against All Defendants)**

24 41. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth hereat.

26 42. At all relevant times, Plaintiff and Class Members were employees or former
27 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

28 ///

1 49. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
2 employ an employee for a work period of more than five (5) hours without a timely meal break of
3 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
4 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
5 per day without providing the employee with a second timely meal period of not less than thirty (30)
6 minutes in which the employee is relieved of all of his or her duties.

7 50. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
8 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
9 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
10 of compensation for each workday that the meal period is not provided.

11 51. For four (4) years prior to the filing of the Complaint in this Action through the
12 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
13 uninterrupted meal periods every five hours of work without waiving the right to take them, as
14 permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class
15 Member's regular rate of compensation on the occasions that Class Members were not provided
16 compliant meal periods.

17 52. By their failure to provide Plaintiff and Class Members compliant meal periods as
18 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
19 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
20 violated the provisions of Labor Code section 512 and applicable Wage Orders.

21 53. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
23 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

24 54. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
25 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
26 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
27 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **(Failure to Provide Rest Periods – Against All Defendants)**

3 55. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 56. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by applicable Wage Orders.

7 57. California law and applicable Wage Orders require that employers “authorize and
8 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
9 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
10 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
11 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
12 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
13 thirty (30) minutes of paid rest period.

14 58. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
15 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
16 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
17 regular rate of compensation for each work day that the rest period is not provided.

18 59. For four (4) years prior to the filing of the Complaint in this Action through the
19 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely 30-
20 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
21 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
22 Member’s regular rate of compensation on the occasions that Class Members were not authorized
23 or permitted to take compliant rest periods.

24 60. By their failure to authorize and permit Plaintiff and Class Members to take rest
25 periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular
26 rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
27 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

28 ///

61. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

62. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

63. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

64. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

65. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

66. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure to provide all overtime and minimum wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

///

/ / /

67. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

68. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

69. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

70. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

71. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

72. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

73. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name(s) and address(es) of the legal entity(ies) that is/are the employer(s), among other things.

1 74. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the Complaint in this Action through the present, Defendants failed to comply
3 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
4 failure to furnish Plaintiff and Class Members with accurate itemized statements that accurately
5 reflect, among other things, gross wages earned; total hours worked; net wages earned; all
6 deductions; all applicable hourly rates in effect during the pay period and the corresponding number
7 of hours worked at each hourly rate; and the name(s) and address(es) of the legal entity(ies) that
8 is/are the employer(s), among other things.

9 75. Defendants' failure to provide Plaintiff and Class Members with accurate wage
10 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
11 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
12 statements that Defendants knew were not accurate.

13 76. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered injury. The absence of accurate information on Class Members' wage statements at times
15 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
16 mathematical computations to determine the amount of wages owed; causes difficulty and expense
17 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
18 about wages and amounts deducted from wages to state and federal governmental agencies, among
19 other things.

20 77. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
21 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
22 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
23 pay period, not to exceed an aggregate \$4,000.00 per employee.

24 78. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
25 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
26 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
27 attorneys' fees, and costs of suit.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 2802 – Against All Defendants)**

3 79. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 80. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

7 81. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
8 his or her employee for all necessary expenditures or losses incurred by the employee in direct
9 consequence of the discharge of his or her duties . . .”

10 82. For three (3) years prior to the filing of the Complaint in this Action through the
11 present, Defendants required Plaintiff and Class Members, or some of them, to incur necessary
12 expenditures or losses in direct consequence of the discharge of their duties or at the obedience to
13 the directions of Defendants that included, without limitation: mileage and/or gas costs incurred in
14 driving personal vehicles for work-related purposes; for the laundering of mandatory work
15 uniforms; for the purchase of tools and/or safety equipment, including, without limitation, socket
16 set, electric ratchet, impact gun, impact ratchet guns, drills, mechanic gloves, steel toe boots,
17 personal protective equipment (including, e.g., face masks and disinfectants); and for the purchase
18 and maintenance of cellular phones and cellular phone plans.

19 83. During that time period, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and refused, and still fail and refuse, to reimburse Plaintiff and Class
21 Members for those losses and/or expenditures.

22 84. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
24 herein-described losses and/or expenditures.

25 85. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys’ fees and
28 costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 86. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 87. Plaintiff is informed and believes, and based thereon alleges that the unlawful
6 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
7 and Professions Code section 17200. Due to their unlawful business practices in violation of the
8 Labor Code, Defendants have gained a competitive advantage over other comparable companies
9 doing business in the State of California that comply with their obligations to compensate employees
10 in accordance with the Labor Code.

11 88. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
12 Members have suffered injury in fact and lost money or property.

13 89. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
14 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
15 Code and requiring the establishment of appropriate and effective means to prevent further
16 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
17 including interest thereon, in which they had a property interest and which Defendants nevertheless
18 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
19 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
20 by their failure to comply with the Labor Code.

21 90. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
22 Procedure section 1032 and interest under Civil Code section 3287.

23 **DEMAND FOR JURY TRIAL**

24 91. Plaintiff demands a trial by jury on all causes of action contained herein.

25 **PRAYER**

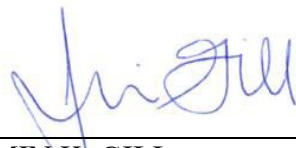
26 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
27 against Defendants as follows:

28 A. An order certifying this case as a Class Action;

- 1 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
2 counsel as class counsel;
- 3 C. Damages for all wages earned and owed, including minimum and overtime wages,
4 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 5 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 6 E. Damages for unpaid premium wages from missed meal and rest periods under,
7 among other Labor Code sections, 512, 558.1 and 226.7;
- 8 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
9 (e) and 558.1;
- 10 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 11 H. Damages under Labor Code sections 2802 and 558.1;
- 12 I. Preliminary and permanent injunctions prohibiting Defendants from further violating
13 the California Labor Code and requiring the establishment of appropriate and
14 effective means to prevent future violations;
- 15 J. Restitution of wages and benefits due which were acquired by means of any unfair
16 business practice, according to proof;
- 17 K. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 L. For attorneys' fees in prosecuting this action;
- 19 M. For costs of suit incurred herein; and
- 20 N. For such other and further relief as the Court deems just and proper.

21
22 Dated: July 9, 2021

J. GILL LAW GROUP, P.C.

23
24 BY: 

25 JASMIN K. GILL

26 Attorneys for Plaintiff JOSE LEDESMA, an individual
27 and on behalf of all others similarly situated
28