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By _____, Deputy
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

HECTOR SANCHEZ, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

J.R. PIERCE PLUMBING CO., INC. OF
SACRAMENTO; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 34-2021-00300960

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2 and 1199
2. Failure to Provide Meal Periods Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

BY FAX

1 Plaintiff HECTOR SANCHEZ, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
3 under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter “PAGA”),
4 complains of Defendant J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO (“Defendant”)
5 and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

10 All non-exempt employees who are employed or have been
11 employed by J.R. PIERCE PLUMBING CO., INC. OF
12 SACRAMENTO, in the State of California from May 17, 2017 to
June 18, 2023 (“Proposed Settlement Class”)

13 2. From at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to pay all wages and/or overtime to all Proposed
15 Class Members at the appropriate rate of pay.

16 3. From at least four (4) years prior to the filing of this action continuing to the present,
17 Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with meal
18 periods and failed to provide compliant meal periods. Defendant had a consistent policy and
19 practice of failing to provide Plaintiff and the Proposed Class with compliant meal periods in
20 violation of Labor Code §§ 226.7 and 512, and failed to pay such employees one (1) hour of pay
21 at the employees’ regular rate of compensation for each workday that the compliant meal period
22 was not provided.

23 4. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for their mileage.
25 Plaintiff and the Proposed Class are required to make multiple stops throughout the workday and
26 it is necessary to incur this mileage to execute their duties, but Plaintiff and the Proposed Class are
27 not reimbursed for this necessary business expenditure.

28 5. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has failed to reimburse Plaintiff and the Proposed Class the cost of purchasing
2 specialized tools necessary to perform their job duties. The work performed by Plaintiff and the
3 Proposed Class necessitated the use of special tools. These tools were not provided by Defendant.
4 As a result, Plaintiff and the Proposed Class purchased these tools and Defendant never reimbursed
5 them for the cost.

6 6. For at least one (1) year prior to the filing of this action continuing to the present,
7 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 4-2001
8 and Labor Code § 226(a) by failing to issue accurate itemized wage statements to Plaintiff and all
9 Proposed Class Members. Defendant issues itemized wage statements to Plaintiff and all Proposed
10 Class Members that fail to show the name and address of the legal entity that is the employer in
11 violation of Labor Code §226(a)(8).

12 7. For at least three (3) years prior to the filing of this action continuing to the present,
13 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
14 the Proposed Class.

15 8. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
16 pursuant to Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage
17 Order 4-2001; and California Code of Regulations, Title 8, Section 11040, seeking unpaid
18 wages/overtime, meal period penalties, unreimbursed expenses, accurate itemized wage
19 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys’ fees
20 and costs.

21 9. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to
22 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
23 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

24 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
25 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
26 PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed
27 below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved
28 employees presently or formerly employed by Defendant during the liability period as defined in

her PAGA notice letter (see Exhibit “1”), brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant’s failure to provide all wages and/or overtime, failure to provide meal periods, failure to reimburse expenses, failure to provide lawful meal breaks, failure to provide accurate itemized wage statements, and failure to provide all wages due at the time of termination.

II.

JURISDICTION AND VENUE

11. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

12. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Sacramento and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

13. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Sacramento County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Sacramento.

14. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

III.

PARTIES

A. PLAINTIFF

1 15. Plaintiff HECTOR SANCHEZ is a resident of California.

2 16. Plaintiff and all Proposed Class Members, were regularly required to:

3 a. Work without being paid for all hours at the appropriate rate of pay;

4 b. Work without being provided compliant meal periods;

5 c. Work without being reimbursed for their out of pocket expenses including

6 mileage and the purchase of specialized tools; and

7 d. Work without Defendant maintaining accurate itemized wage statement that

8 reflects the name of the legal entity that is the employer.

9 17. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members

10 for wages at the termination of their employment with Defendant.

11 18. As a result of this conduct, Defendant has engaged in unfair competition and

12 unlawful business practices.

13 19. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA

14 are “aggrieved employees” within the meaning of Labor Code § 2699, et seq. (see Labor Code

15 §2699(c).)

16 **B. DEFENDANTS**

17 20. Defendant J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO is believed

18 to be a California corporation operating within the State of California. Defendant’s corporate

19 address is believed to be 3610 Cincinnati Ave., Rocklin, CA 95765. Upon information and belief,

20 Defendant employed Plaintiff and similarly situated persons as hourly employees within

21 California. Defendant has done and does business throughout the State of California.

22 21. The true names and capacities, whether individual, corporate, associate, or

23 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to

24 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

25 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants

26 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred

27 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and

28 capacities of the Defendants designated hereinafter as DOES when such identities become known.

22. 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 Defendants, 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. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Proposed Class Members.

23. Furthermore, Defendants acted in all respects as the employers or joint employers of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

IV.

FACTUAL BACKGROUND

24. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Defendant hires employees who work as hourly employees who are paid on an hourly basis.

25. Upon information and belief, Plaintiff and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. § 11040).

26. On a regular and consistent basis, Plaintiff and the Proposed Class Members were not paid at the proper rate of compensation. Plaintiff and Proposed Class Members were required to purchase specialized tools to perform their work and were not reimbursed for the purchase of these tools. Such specialized tools are expensive and the cost of these tools results in Plaintiff and the Proposed Class earning less than the required minimum wage for all hours worked.

27. On a regular and consistent basis, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with meal periods and failed to provide compliant meal periods. Defendant had a consistent policy and practice of failing to provide Plaintiff and the Proposed Class with compliant meal periods in violation of Labor Code §§ 226.7 and 512, and failed to pay such employees one (1) hour of pay at the employees' regular rate of compensation

1 for each workday that the compliant meal period was not provided.

2 28. On a regular and consistent basis, Plaintiff and the Proposed Class have not been
3 properly for all necessary expenditures or losses incurred by the employee in direct consequence
4 of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and the Proposed
5 Class for the mileage incurred on their personal vehicles that was incurred as a necessary part of
6 the performance of their job duties. Defendant has failed to reimburse Plaintiff and the Proposed
7 Class for the cost of specialized tools necessary for the completion of their job duties.

8 29. Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 4-2001(7) and Labor Code § 226(a) by failing to issue accurate itemized wage
9 statements to Plaintiff and all Proposed Class Members. Defendant issues itemized wage
10 statements to Plaintiff and all Proposed Class Members that fail to show the name and address of
11 the legal entity that is the employer in violation of Labor Code §226(a)(8).
12

13 30. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
14 Proposed Class Members quit or were discharged. This failure was willful, without legal
15 justification, and interfered with Plaintiff’s and Class Members’ rights.

16 31. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

17 **V.**

18 **CLASS ACTION ALLEGATIONS**

19 32. Plaintiff brings this action on behalf of himself and all others similarly situated as
20 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
21 proposed class composed of and defined as follows:

22 All non-exempt employees who are employed or have been
23 employed by J.R. PIERCE PLUMBING CO., INC. OF
24 SACRAMENTO, in the State of California from May 17, 2017 to
June 18, 2023 (“Proposed Settlement Class”)

25 33. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
26 amend or modify the class description with greater specificity, by division into subclasses, or by
27 limitation to particular issues.

28 34. This action has been brought and may properly be maintained as a class action

under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

35. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

36. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

37. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay all wages at the appropriate rate as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code §§ 226.7 and 512 and Wage Orders 4-2001 or 16-2001 or other applicable IWC Wage Orders by failing to inform Plaintiff and the Proposed Class of their right to take meal periods and by failing to compensate said employees one (1) hours wages in lieu of meal periods;

c. Whether Defendant violated Labor Code § 2802 and/or Wage Orders 4-2001 or 16-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of mileage and specialized tools necessary to the discharge of work duties;

d. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendant terminated;

e. Whether Defendant violated § 17200, *et seq.* of the Business & Professions

Code by engaging in the acts previously alleged; and

f. Whether Plaintiff and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

g. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the acts alleged herein.

C. TYPICALITY

38. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

39. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class.

40. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

E. SUPERIORITY OF CLASS ACTION

41. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide compliant meal periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

1 **VI.**

2 **FIRST CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

5 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

6 43. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 44. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
9 employees at the rate of no less than the legal minimum wage or the legal overtime compensation
10 applicable to the employee. Overtime must be compensated at one and one-half times the regular
11 rate of pay for any work in excess of eight hours in one workday and any work in excess of 40
12 hours in any one workweek.

13 45. Plaintiff and the Proposed Class were forced to work on a regular and consistent
14 basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff
15 and Proposed Class Members were required to purchase specialized tools necessary to perform
16 their work duties and were not reimbursed for the purchase of these tools. Such specialized tools
17 are expensive and the cost of these tools, without reimbursement, results in Plaintiff and the
18 Proposed Class earning less than the required legal minimum wage for all hours worked.

19 46. Labor Code §1194.2 provides that in any action under to recover wages because of
20 the payment of a wage less than the minimum wage, an employee shall be entitled to recover
21 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

22 47. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
23 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
24 are entitled to recovery of such amounts, plus liquidated damages, interest, penalties, and
25 attorneys' fees, and costs.

26 **SECOND CAUSE OF ACTION**

27 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

28 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

1 **LABOR CODE § 226.7 AND LABOR CODE § 512**

2 48. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
3 by reference all previous paragraphs.

4 49. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
5 compensation for each meal period the employer fails to provide. Employees are entitled to a first
6 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
7 first five (5) hours of the shift.

8 50. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
9 these rights.

10 51. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
11 Defendant failed to provide Plaintiff and the Proposed Class with uninterrupted meal periods of
12 not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

13 52. Additionally, Defendant has had a consistent policy of failing to pay Plaintiff and
14 the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each
15 workday that the compliant meal period was not provided. Very recently, on July 15, 2021, in
16 *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for
17 calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide
18 a compliant meal period or rest break. Specifically, the Court held that those bonus payments must
19 include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses,
20 commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Here, when meal
21 periods are provided, Defendant has had a consistent policy of paying meal period premiums at
22 the base rate and not the appropriate blended rate in violation of Labor Code §§ 226.7 and 512.

23 53. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
24 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
25 uninterrupted meal break, per day in a sum to be proven at trial.

26 **VII.**

27 **THIRD CAUSE OF ACTION**

28 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

1 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

2 **LABOR CODE § 2802**

3 54. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
4 by reference all previous paragraphs.

5 55. Labor Code § 2802 requires employers to indemnify employees for all necessary
6 expenditures incurred by the employee in the discharge of his or her duties.

7 56. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost
8 mileage necessarily incurred in the discharge of the employee's duties. Plaintiff and Proposed
9 Class Members are required to drive and make multiple stops throughout the day in their personal
10 vehicles. Plaintiff and the Proposed Class are not reimbursed for this necessary business
11 expenditure.

12 57. Defendant has failed to reimburse Plaintiff and the Proposed Class for the cost of
13 purchasing specialized and expensive tools necessary to the discharge of the employee's duties.
14 Plaintiff and the Proposed Class are not reimbursed for this necessary business expenditure.

15 58. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class
16 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
17 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

18 **VIII.**

19 **FOURTH CAUSE OF ACTION**

20 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

21 **VIOLATION OF LABOR CODE § 226(A)**

22 59. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
23 by reference all previous paragraphs.

24 60. California Labor Code § 226(a) requires employers to furnish to his or her
25 employee, either as a detachable part of the check, draft, or voucher paying the employee's wages,
26 an accurate itemized statement in writing showing, among other things, total hours worked, the
27 number of piece-rate units earned, and accurately report appropriate rates of pay and the
28 corresponding number of hours worked at each hourly rate.

61. As a result of Defendant's failure to pay minimum wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked and the corresponding number of hours worked at each hourly rate on the itemized wage statements issued to Plaintiff and the Proposed Class.

62. Labor Code § 226(a)(8) requires Defendant to furnish to his or her employee an accurate itemized statement in writing showing the name and address of the legal entity that is the employer. Defendant failed to include the name of the legal entity that is the employer, in violation of Labor Code §§ 226(a)(8).

63. Defendants' failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

64. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

IX.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

65. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

66. Numerous members of the Proposed Class including the Plaintiff are no longer employed by Defendant. They were either fired or quit Defendant's employ.

67. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

68. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class Members' daily wage multiplied by thirty (30) days.

X.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

69. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

70. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

71. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

72. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

73. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor

standards.

74. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

75. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200, *et seq.* of the Business & Professions Code.

76. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200, *et seq.* of the Business & Professions Code.

77. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

78. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the proposed Class the money Defendant has unlawfully failed to pay.

XI

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.

79. Plaintiff, on behalf of himself and all aggrieved employees, realleges and incorporates by reference all previous paragraphs.

80. As a result of the acts alleged above and specifically incorporated herein, Plaintiff seeks penalties under Labor Code §2699, *et seq* use of Defendant's violation of Labor Code §§

201-203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040, which call for civil penalties.

81. Plaintiff brings this representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO, in the State of California from May 17, 2020 to June 18, 2023 (“aggrieved employees”).

82. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties in an amount to be shown at trial, subject to the following formula:

a. For statutes that specifically provide for a civil penalty, the amount of the penalty provided for by such statute;

b. For statutes that do not specifically provide for a civil penalty:

i.. \$100 for the initial violation per employee per pay period.

ii. \$200 for each subsequent violation per employee per pay period.

83. These penalties shall be allocated seventy-five percent (75%) to the LWDA and twenty-five percent (25%) to the affected employees.

84. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the LWDA¹ and mailed a letter by certified mail to Defendant J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO entity address, which is 3610 Cincinnati Ave., Rocklin, CA 95765, as proscribed by the Code on May 17, 2021, describing Defendant’s conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 2802, 510, 512, 1194, and 1199. (*see* Exhibit “1.”) Plaintiff also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Plaintiff also mailed notice to Defendant by certified mail, return receipt requested, to the address listed on the California’s Secretary of State’s website as the entity address for Defendant, which is believed to be 3610 Cincinnati Ave., Rocklin, CA 95765 (*see* Exhibit “1”). On May 23, 2023, Plaintiff submitted a supplemental notice to the LWDA regarding Defendant’s

¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 alleged failure to provide legally compliant meal periods and/or to pay one (1) hour of pay at
2 employees' regular rate of compensation for each workday that a compliant meal period was
3 not provided in violation of Labor Code §§ 2226.7 and 512 (*see* Exhibit "3").

4 As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's
5 Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil action as
6 though the LWDA had not chosen to investigate pursuant to Labor Code §2699.3(a)(2)(A).
7 Plaintiff will also provide the LWDA with a filed-stamped copy of the First Amended Class and
8 Representative Action Complaint immediately.

9 **RELIEF REQUESTED**

10 **WHEREFORE**, Plaintiff prays for the following relief:

11 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
12 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
13 action to the present as may be proven;

14 2. For compensatory damages in the amount of Plaintiff's and each Proposed Class
15 Members' hourly wage for each meal period missed or taken late during the Class Period;

16 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
17 Members' unreimbursed out of pocket expenses as a requirement of employment;

18 4. For penalties pursuant to Labor Code § 226(e);

19 5. For penalties pursuant to Labor Code § 203 for all employees who were terminated
20 or resigned equal to their daily wage times thirty (30) days;

21 6. An award of prejudgment and post judgment interest;

22 7. An order enjoining Defendant and its agents, servants, and employees, and all
23 persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or
24 overtime, proper meal periods, accurate itemized wage statements, and wages upon
25 termination/resignation pursuant to Labor Code 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,
26 2802 and IWC 4-2001;

27 8. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
28 Code §§ 201-203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 4-2001;

1 Wage Order 4-2001; and California Code of Regulations, Title 8, Section 11040.

2 9. For restitution for unfair competition pursuant to Business & Professions Code
3 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

4 10. Liquidated damages pursuant to Labor Code § 1194.2;

5 11. An award providing for payment of costs of suit;

6 12. An award of attorneys' fees; and

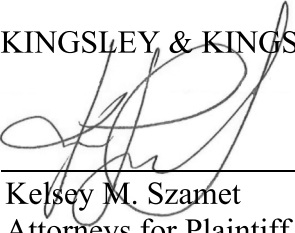
7 13. Such other and further relief as this Court may deem proper and just.

8 **DEMAND FOR JURY TRIAL**

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

10
11 DATED: May 23, 2023

KINGSLEY & KINGSLEY, APC

12
13 By: 

Kelsey M. Szamet

14 Attorneys for Plaintiff HECTOR SANCHEZ and the
15 Proposed Class
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EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

May 17, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

J.R. Pierce Plumbing Co., Inc. of Sacramento
3610 Cincinnati Ave.
Rocklin, CA 95765

Re: Hector Sanchez v. J.R. Pierce Plumbing Co., Inc. of Sacramento
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Hector Sanchez (“Plaintiff”) and a proposed group of current and former employees working for J.R. Pierce Plumbing Co., Inc. of Sacramento (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by J.R. Pierce Plumbing Co., Inc. of Sacramento, in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and all aggrieved employees were forced to work on a regular and consistent basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff and all aggrieved employees were required to purchase specialized tools necessary to perform their work duties and were not reimbursed for the purchase of these tools. Such specialized tools are expensive and the cost of these tools, without reimbursement, results Plaintiff and all aggrieved employees earning less than the required legal minimum wage for all hours worked. Labor Code § 1194.2 provides that in any action under to recover wages because of the payment of a wage less than the minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 17, 2021

Page 2 of 3

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees for all necessary business expenditures. Defendant has failed to reimburse Plaintiff and all aggrieved employees for the cost mileage necessarily incurred in the discharge of the employee's duties. Plaintiff and all aggrieved employees are required to drive and make multiple stops throughout the day in their personal vehicles. Plaintiff and all aggrieved employees are not reimbursed for this necessary business expenditure. Defendant has failed to reimburse Plaintiff and all aggrieved employees for the cost of purchasing specialized and expensive tools necessary to the discharge of the employee's duties. Plaintiff and all aggrieved employees are not reimbursed for this necessary business expenditure.

Labor Code § 226(a) requires employers to furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, an accurate itemized statement in writing showing, among other things, total hours worked, the number of piece-rate units earned, and accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. As a result of Defendant's failure to pay minimum wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked and the corresponding number of hours worked at each hourly rate on the itemized wage statements issued to Plaintiff and all aggrieved employees. Labor Code § 226(a)(8) requires Defendant to furnish to his or her employee an accurate itemized statement in writing showing the name and address of the legal entity that is the employer. Defendant includes the name of an entity that the legal entity that is the employer. In violation of Labor Code §§ 226(a)(8).

Labor Code § 203 provides that if "an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Given these allegations, Plaintiff requests that Defendant pay back any wages owed from one year prior to the date of this letter to the present, pursuant to Labor Code § 558.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 226(a), 510, 1194, 1194.2, 1198, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 17, 2021

Page 3 of 3

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: _____


Kelsey M. Szamet

KMS/gm

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. J.R. Pierce Plumbing Co., Inc. of Sacramento via USPS Certified Mail # 7018 1130 0001 5815 3509

EXHIBIT "2"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California ▼

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Hector Sanchez

Plaintiff/Aggrieved Employee Occupation *

Plumber

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt

3610 CINCINNATI AVE.

Employer City

ROCKLIN

Employer State	Employer Zip/Postal Code
California	95765
Employer Industry *	Employer Industry for "Other" *
Other	Plumbing

Add additional defendants

☐ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☐ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☒ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter -... Plumbing.pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service Email](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Monday, May 17, 2021 10:56:03 AM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-832407-21

Order Number: ORD-000106788

Total:\$75.00

Card Type: 

Date: 5/17/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Service Email
Subject: Thank you for submission of your PAGA Case.
Date: Monday, May 17, 2021 10:55:51 AM

5/17/2021

LWDA Case No. LWDA-CM-832407-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : Hector Sanchez
Employer: J.R. PIERCE PLUMBING CO., INC. OF SACRAMENTO
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT "3"

KINGSLEY & KINGSLEY

| L A W Y E R S |

May 23, 2023

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/310>

J.R. Pierce Plumbing Co., Inc. of Sacramento
C/O Cook Brown, LLP
CARRIE E. BUSHMAN, Esq. (SBN 186130)
cbushman@cookbrown.com
ZACHARY H. RANKIN, Esq. (SBN 319980)
zrankin@cookbrown.com
2407 J Street, Second Floor
Sacramento, CA 95816
Via Electronic Mail

Re: Hector Sanchez v. J.R. Pierce Plumbing Co., Inc. of Sacramento
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Hector Sanchez (“Plaintiff”) and a proposed group of current and former employees working for J.R. Pierce Plumbing Co., Inc. of Sacramento (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* This is an amended notice letter which shall serve to incorporate and supplement the letter from our office on May 17, 2021. Plaintiff is amending his letter to add violations for Labor Code §§ 226.7 and 512 for failure to provide meal periods. We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by J.R. Pierce Plumbing Co., Inc. of Sacramento, in the State of California since one (1) year prior to the date of his original PAGA letter sent on May 17, 2021 and continuing to the present. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiff and all aggrieved employees. Plaintiff and all aggrieved employees were forced to work on a

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 23, 2023

Page 2 of 3

regular and consistent basis without receiving compensation for all hours worked at the proper rate. Specifically, Plaintiff and all aggrieved employees were required to purchase specialized tools necessary to perform their work duties and were not reimbursed for the purchase of these tools. Such specialized tools are expensive and the cost of these tools, without reimbursement, results Plaintiff and all aggrieved employees earning less than the required legal minimum wage for all hours worked. Labor Code §1194.2 provides that in any action under to recover wages because of the payment of a wage less than the minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a compliant manner.

Defendant failed to maintain a policy informing Plaintiff and all aggrieved employees of their rights associated with meal periods. In addition, Defendant has had a consistent policy of: (1) failing to provide Plaintiff and all aggrieved employees uninterrupted meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the compliant meal period was not provided.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees for all necessary business expenditures. Defendant has failed to reimburse Plaintiff and all aggrieved employees for the cost mileage necessarily incurred in the discharge of the employee's duties. Plaintiff and all aggrieved employees are required to drive and make multiple stops throughout the day in their personal vehicles. Plaintiff and all aggrieved employees are not reimbursed for this necessary business expenditure. Defendant has failed to reimburse Plaintiff and all aggrieved employees for the cost of purchasing specialized and expensive tools necessary to the discharge of the employee's duties. Plaintiff and all aggrieved employees are not reimbursed for this necessary business expenditure.

Labor Code § 226(a) requires employers to furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, an accurate itemized statement in writing showing, among other things, total hours worked, the number of piece-rate units earned, and accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. As a result of Defendant's failure to pay minimum wages as described above,

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 23, 2023

Page 3 of 3

Defendant has failed to include the appropriate rates of pay and the accurate hours worked and the corresponding number of hours worked at each hourly rate on the itemized wage statements issued to Plaintiff and all aggrieved employees. Labor Code § 226(a)(8) requires Defendant to furnish to his or her employee an accurate itemized statement in writing showing the name and address of the legal entity that is the employer. Defendant includes the name of an entity that the legal entity that is the employer. In violation of Labor Code §§ 226(a)(8).

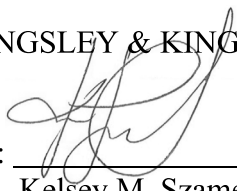
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Given these allegations, Plaintiff requests that Defendant pay back any wages owed from one year prior to the date of this letter to the present, pursuant to Labor Code § 558.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1198, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/tg

Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>