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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES, CENTRAL DISTRICT

DANIEL SARRANO LARA, individually and
as a private attorney general;

Plaintiff,

vs.

ERIKSSON TILE & STONE, INC., a
California corporation; and DOES 1 through
50, inclusive,

Defendants.

21STCV26620

COMPLAINT FOR:

- (1) RETALIATION (CALIFORNIA
LABOR CODE § 98.6 AND 1102.5)**
- (2) WRONGFUL TERMINATION**
- (3) VIOLATION OF CALIFORNIA
LABOR CODE §§ 510 AND 1198
(UNPAID OVERTIME)**
- (4) VIOLATION OF CALIFORNIA
LABOR CODE §§ 1194, 1197 AND
1197.1 (UNPAID MINIMUM
WAGES)**
- (5) VIOLATION OF CALIFORNIA
LABOR CODE § 226.7 (UNPAID
REST PERIOD PREMIUMS)**
- (6) VIOLATION OF CALIFORNIA
LABOR CODE §§ 226.7 AND
512(a) (UNPAID MEAL PERIOD
PREMIUMS)**
- (7) VIOLATION OF CALIFORNIA
LABOR CODE § 226(a) (FAILURE
TO PROVIDE ACCURATE
WAGE STATEMENTS)**
- (8) VIOLATION OF CALIFORNIA
LABOR CODE §§ 2800 AND 2802
(FAILURE TO REIMBURSE
EXPENSES)**
- (9) VIOLATION OF CALIFORNIA
LABOR CODE §§ 201, 202 AND**

203 (FINAL WAGES NOT
TIMELY PAID)
(10) VIOLATION OF CALIFORNIA
BUSINESS AND PROFESSIONS
CODE § 17200, ET SEQ.
(11) PRIVATE ATTORNEY
GENERAL ACT, LABOR CODE
§2698 ET SEQ

DEMAND FOR TRIAL BY JURY

Plaintiff DANIEL SARRANO LARA (“Plaintiff”), as an individual, and as a private attorney general alleges as follows:

THE PARTIES, JURISDICTION AND VENUE

1. Plaintiff is, and at all relevant times mentioned herein was, a resident of the State of California.

2. Defendant ERIKSSON TILE & STONE, INC. (“Eriksson”), and at all times mentioned herein was, a corporation organized and existing under the laws of the State of California, doing business in the County of Los Angeles, California.

3. Eriksson at all times herein mentioned was, (a) conducting business in the County of Los Angeles, State of California; (b) the employer of Plaintiff consistent with California Labor Code and Industrial Welfare Commission Wage Orders; and (c) Plaintiff’s employer as defined under Government Code section 12926 subsection (c).

4. The acts alleged herein arose, in part, in Los Angeles County, within the State of California.

5. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at all times mentioned, acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged was proximately caused by its conduct. Doe Defendants 1 through 50 and Eriksson are herein collectively referred to as "Defendants."

GENERAL ALLEGATIONS

6. Plaintiff was employed by Defendants from approximately January 2018 through approximately July 2020 as a Tile Helper.

7. Plaintiff was scheduled to work Monday through Thursday and frequently on Fridays and Saturdays and was required to work at least ten (10) hours per day and frequently work in excess of ten (10) hours per day.

8. Plaintiff's responsibilities included carrying materials, loading and unloading trucks, and going to different job sites.

9. Plaintiff worked on residential and commercial projects throughout Southern California, including Los Angeles, during his tenure with Defendants.

10. Plaintiff incurred business expenses in the discharge of his duties for Defendants and in obedience to Defendants' instructions, which included the use of his personal cell phone and personal tools.

11. Plaintiff and similarly aggrieved current and former non-exempt employees

1 (“Aggrieved Employees”) were required to regularly work more than five (5) hours without being
2 provided a meal period and to work more than ten (10) hours without being provided with a second
3 meal period. In fact, Plaintiff was reprimanded for taking or attempting to take an uninterrupted
4 30-minute meal period. Further, Defendants forced Plaintiff and Aggrieved employees to take
5 their lunch after six (6) hours of working.

6 12. Plaintiff and Aggrieved Employees never waived their rights to a meal period when
7 they worked six (6) or more hours.

8 13. Plaintiff and Aggrieved Employees never received a second lunch period.

9 14. Plaintiff and Aggrieved Employees never received payment of one (1) additional hour
10 of pay at their regular rate of pay when a meal period was missed or interrupted.

11 15. Because of Defendants’ policies and practices, Plaintiff was never able to take an
12 uninterrupted ten (10) minute rest break and was reprimanded every time he asked for one or
13 attempted to take one.

14 16. Plaintiff and Aggrieved Employees never received payment of one (1) additional hour
15 of pay at their regular rate of pay when a rest break was missed or interrupted.

16 17. Plaintiff requested that his supervisors provide him with a ten (10) minute uninterrupted
17 rest break and/or a thirty (30) minute uninterrupted meal period, however such requests were
18 denied and met with hostility.

19 18. Defendants employed a time rounding policy that was not neutral and designed to
20 consistently round time in Defendants’ favor, ensuring that Plaintiff, and the Aggrieved Employees
21 were not paid for all time worked.

22 19. Furthermore, Defendants often requested Plaintiff and Aggrieved Employees to work
23 prior to clocking-in or to keep working after they clocked-out for the day to finish their assigned
24 work. Defendants failed to pay Plaintiff and Aggrieved Employees for time worked off the clock
25 prior to and at the end of their respective shifts.

26 20. Plaintiff and Aggrieved Employees regularly worked more than eight (8) hours in a
27 day, and/or forty (40) hours in a week during their employment with Defendants.
28

1 21. Plaintiff and Aggrieved Employees incurred business expenses in the discharge of
2 their duties for Defendants and in obedience to Defendants' instructions, which includes the use
3 of their personal cell phone and personal tools.

4 22. Plaintiff and Aggrieved Employees did not receive payment of all wages, including
5 overtime and minimum wages and meal and rest period premiums, within any time permissible
6 under California Labor Code section 204.

7 23. Plaintiff and Aggrieved Employees were entitled to receive complete and accurate
8 wage statements in accordance with California law, but, in fact, they did not receive complete and
9 accurate wage statements from Defendants. The deficiencies included, *inter alia*, the failure to
10 include the gross wages earned, total hours worked by the employee, net wages earned, the
11 inclusive dates of the pay period, the name of Plaintiff and Aggrieved Employees' and his or her
12 social security number, the name and address of the legal entity that is the employer, and all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by Plaintiff and Aggrieved Employees and the failure to include
15 premium pay for missed and/or interrupted rest and meal breaks.

16 24. Plaintiff complained to Defendants, including the owner, in response to not receiving
17 all wages earned, reimbursement for business expenses, and failure to provided meal and rest
18 breaks.

19 25. In direct retaliation to Plaintiff's complaints, Defendants terminated Plaintiff's
20 employment in or about July 2020.

21 26. Plaintiff never received the missing wages earned upon termination of his employment.

22 27. On or about May 13, 2021, Plaintiff notified Defendants via certified mail and filed an
23 online PAGA claim notice with the California Labor and Workforce Development Agency
24 ("LWDA") identifying Defendants' violations of the California Labor Code identified in this
25 Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor Code
26 section 2698 et seq.

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1 **FIRST CAUSE OF ACTION**

2 **(Retaliation)**

3 **(Against All Defendants)**

4 28. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
5 forth above.

6 29. Defendants, by and through their managing agents and supervisors, retaliated against
7 Plaintiff for engaging in protected activity of disclosing, or potentially disclosing information, to
8 a government or law enforcement agency, to a person with authority over the employee or another
9 employee who has the authority to investigate, discover, or correct the violation or noncompliance.

10 30. Such conduct violates California Labor Code section 98.6(a) which provides that “[n]o
11 person shall discharge an employee or in any manner discriminate against any employee or
12 applicant for employment because the employee or applicant engaged in any conduct delineated
13 in this chapter.”

14 31. Such conduct also violates Labor Code section 1102.5, subd. (b) which provides that
15 “[a]n employer . . . shall not retaliate against an employee for disclosing information , or because
16 the employer believes that the employee disclosed or may disclose information . . . to a person
17 with authority over the employee or another employee who has the authority to investigate,
18 discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to
19 believe that the information discloses a violation of state or federal statute, or a violation of or
20 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
21 the information is part of the employee’s job duties.”

22 32. Pursuant to California Labor Code section 1105, Plaintiff is entitled to recover damages
23 from Defendants for injury suffered as a result of the foregoing retaliation.

24 33. During his employment, Plaintiff complained to Defendants that he was forced to work
25 without receiving his uninterrupted thirty (30) minute meal periods and uninterrupted ten (10)
26 minute rest breaks, in addition to working off the clock, not receiving reimbursement for necessary
27 business expenses, and accordingly was not receiving his proper compensation. Plaintiff’s
28 complaints are protected from retaliation by statute, including California’s Labor Code.

34. In violation of his statutory rights, and, in part, on the basis of Plaintiff's aforementioned legally protected rights, Defendants, and each of them, retaliated against Plaintiff by terminating Plaintiff's employment.

35. Plaintiff alleges that Defendants, and each of them, were motivated to retaliate against Plaintiff, in part, for his protected actions.

36. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been directly and legally caused to suffer actual damages including, but not limited to, substantial losses in earnings, other employment benefits, and future earning capacity, and other pecuniary loss not presently ascertained, in an amount according to proof at the time of trial.

37. As a further direct and legal result of the acts and conducts of Defendants, and each of them, Plaintiff has been caused to and did suffer severe emotional and mental distress, anguish, humiliation, embarrassment, fright, mental and physical pain, discomfort and anxiety, all to his damage in an amount according to proof at the time of trial. Plaintiff does not know at this time the exact duration or permanence of said injuries.

38. Plaintiff is informed and believes and thereon alleges that Defendants, and each of them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts, engaged in willful, malicious, intentional, oppressive, fraudulent and despicable conduct.

39. Defendants, and each of them, also acted in willful and conscious disregard of the rights, welfare and safety of Plaintiff thereby justifying the award of punitive and exemplary damages in an amount according to proof at the time of trial.

40. Plaintiff is also entitled to recover reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION

(Wrongful Termination)

(Against All Defendants)

41. Plaintiff re-alleges and incorporates herein by reference each and every allegation set forth above.

42. Defendants, by and through their managing agents and supervisors, retaliated against Plaintiff for engaging in protected activity of disclosing, or potentially disclosing information, to

1 a government or law enforcement agency, to a person with authority over the employee or another
2 employee who has the authority to investigate, discover, or correct the violation or noncompliance.

3 43. Such conduct violates California Labor Code section 98.6(a) which provides that “[n]o
4 person shall discharge an employee or in any manner discriminate against any employee or
5 applicant for employment because the employee or applicant engaged in any conduct delineated
6 in this chapter.”

7 44. Such conduct also violates Labor Code section 1102.5, subd. (b) which provides that
8 “[a]n employer . . . shall not retaliate against an employee for disclosing information , or because
9 the employer believes that the employee disclosed or may disclose information . . . to a person
10 with authority over the employee or another employee who has the authority to investigate,
11 discover, or correct the violation or noncompliance . . . if the employee has reasonable cause to
12 believe that the information discloses a violation of state or federal statute, or a violation of or
13 noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing
14 the information is part of the employee’s job duties.”

15 45. Pursuant to California Labor Code section 1105, Plaintiff is entitled to recover damages
16 from Defendants for injury suffered as a result of the foregoing retaliation.

17 46. In violation of his statutory rights, and, in part, on the basis of Plaintiff’s
18 aforementioned legally protected rights, Defendants, and each of them, retaliated against Plaintiff
19 by terminating Plaintiff’s employment.

20 47. Plaintiff alleges that Defendants, and each of them, were motivated to retaliate against
21 Plaintiff, in part, for his protected actions.

22 48. By the aforesaid acts and omissions of Defendants, and each of them, Plaintiff has been
23 directly and legally caused to suffer actual damages including, but not limited to, substantial losses
24 in earnings, other employment benefits, and future earning capacity, and other pecuniary loss not
25 presently ascertained, in an amount according to proof at the time of trial.

26 49. As a further direct and legal result of the acts and conducts of Defendants, and each of
27 them, Plaintiff has been caused to and did suffer severe emotional and mental distress, anguish,
28 humiliation, embarrassment, fright, mental and physical pain, discomfort and anxiety, all to his

1 damage in an amount according to proof at the time of trial. Plaintiff does not know at this time
2 the exact duration or permanence of said injuries.

3 50. Plaintiff is informed and believes and thereon alleges that Defendants, and each of
4 them, by engaging in the aforementioned acts and/or in authorizing and/or ratifying such acts,
5 engaged in willful, malicious, intentional, oppressive, fraudulent and despicable conduct.

6 51. Defendants, and each of them, also acted in willful and conscious disregard of the
7 rights, welfare and safety of Plaintiff thereby justifying the award of punitive and exemplary
8 damages in an amount according to proof at the time of trial.

9 52. Plaintiff is also entitled to recover reasonable attorneys' fees and costs.

10 **THIRD CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 510 and 1198)**

12 **(Against All Defendants)**

13 53. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
14 forth above.

15 54. California Labor Code section 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable wage order. California Labor Code section
17 1198 requires that "...the standard conditions of labor fixed by the commission shall be the
18 ...standard conditions of labor for employees. The employment of any employee ...under
19 conditions of labor prohibited by the order is unlawful."

20 55. California Labor Code section 1198 and the applicable Industrial Welfare Commission
21 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at
22 a rate of pay either time and one-half or two-times that person's regular rate of pay, depending on
23 the number of hours worked by the person on a daily or weekly basis.

24 56. Specifically, the applicable IWC Wage Order provides that Defendants were required
25 to pay Plaintiff, when working more than eight (8) hours in a day or more than forty (40) hours in
26 a workweek, at the rate of time-and one-half for all hours worked in excess of eight (8) hours in a
27 day or more than forty (40) hours in a workweek.

28 57. The applicable IWC Wage Order further provides that Defendants were required to pay

1 Plaintiff, when working more than twelve (12) hours in a day, overtime compensation at a rate of
2 two (2) times their regular rate of pay.

3 58. California Labor Code section 510 codifies the right to overtime compensation at one-
4 and one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
5 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
6 to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve
7 (12) hours in a day or in excess of eight (8) hours in a day on the seventh day.

8 59. During the relevant time period, Plaintiff worked in excess of eight (8) hours in a day,
9 in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week. Although
10 Plaintiff regularly worked off-the-clock that should have been compensated at an overtime rate.

11 60. Moreover, Defendants failed to pay the correct overtime rate. Defendants' failure to
12 pay Plaintiff this overtime compensation, as required by California law, violates the provisions of
13 California Labor Code sections 510 and 1198, and is therefore unlawful.

14 61. Pursuant to California Labor Code section 1194, Plaintiff is entitled to recover their
15 unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

18 **(Against All Defendants)**

19 62. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
20 forth above.

21 63. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
22 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
23 wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is
24 unlawful.

25 64. As set forth above, Defendants regularly required Plaintiff to work off-the-clock during
26 meal periods and before and after his scheduled shifts. To the extent that these off-the-clock hours
27 did not qualify for overtime premium payment, Defendants did not even pay minimum wages for
28 those hours worked off-the-clock in violation of California Labor Code sections 1194, 1197 and

1 1197.1.

2 65. Defendants' failure to pay Plaintiff the minimum wage as required violates California
3 Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiff is entitled to
4 recover the unpaid balance of his minimum wage compensation as well as interest, costs, and
5 attorney's fees.

6 66. Pursuant to California Labor Code section 1194.2, Plaintiff is entitled to recover
7 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

8 **FIFTH CAUSE OF ACTION**

9 **(Violation of California Labor Code § 226.7)**

10 **(Against All Defendants)**

11 67. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
12 forth above.

13 68. At all relevant times herein set forth, the applicable IWC Wage Order and California
14 Labor Code section 226.7 were applicable to Plaintiff's employment by Defendants.

15 69. At all relevant times, California Labor Code section 226.7 provides that no employer
16 shall require an employee to work during any rest period mandated by an applicable order of the
17 California IWC.

18 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
19 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be
20 in the middle of each work period" and that the "rest period time shall be based on the total hours
21 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof
22 unless the total daily work time is less than three and one-half (3 1/2) hours."

23 71. During the relevant time period, Defendants required Plaintiff to work four (4) or more
24 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
25 worked. Defendants' failure to properly staff and coordinate Plaintiff's schedule forced Plaintiff
26 to work through all or part of his rest breaks.

27 72. Defendants had no policy and/or practice to pay premiums for missed rest breaks and
28 thus failed to pay Plaintiff the full rest period premium due pursuant to California Labor Code

1 section 226.7.

2 73. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
3 Code section 226.7.

4 74. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at
6 Plaintiff's regular hourly rate of compensation for each work day that the rest period was not
7 provided.

8 **SIXTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 226.7 and 512(a))**

10 **(Against All Defendants)**

11 75. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
12 forth above.

13 76. At all relevant times herein set forth, the applicable IWC Wage Order and California
14 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's employment by Defendants.

15 77. At all relevant times herein set forth, California Labor Code section 226.7 provides that
16 no employer shall require an employee to work during any meal period mandated by the applicable
17 IWC Wage Order.

18 78. At all relevant times herein set forth, California Labor Code section 512(a) provides
19 that an employer may not require, cause, or permit an employee to work for a period of more than
20 five (5) hours per day without providing the employee with a meal period of not less than thirty
21 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
22 hours, the meal period may be waived by mutual consent of both the employer and the employee.

23 79. During the relevant time period, Defendants willfully required Plaintiff to work during
24 meal periods and failed to compensate Plaintiff for work performed during meal periods.
25 Moreover, Defendants did not schedule or take any action to relieve Plaintiff of his duties for
26 second meal periods when he worked shifts over 10 hours or more. At the same time, Defendants
27 had a practice and/or policy of not paying all premiums due for meal break violations. As a result,
28 Defendants failed to pay Plaintiff all meal period premiums due pursuant to California Labor Code

1 section 226.7.

2 80. Defendants' conduct violates the applicable IWC Wage Order and California Labor
3 Code sections 226.7 and 512(a).

4 81. Pursuant to the applicable IWC Wage Order and California Labor Code section
5 226.7(b), Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at Plaintiff's
6 regular hourly rate of compensation for each work day that the meal period was not provided.

7 **SEVENTH CAUSE OF ACTION**

8 **(Violation of California Labor Code § 226(a))**

9 **(Against All Defendants)**

10 82. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
11 forth above.

12 83. Labor Code § 226(a) requires employers, including Defendants, to furnish employees
13 accurate itemized wage statements in writing showing (1) gross wages earned, (2) total hours
14 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
15 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
16 on written orders of the employee may be aggregated and shown as one item, (5) net wages
17 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and his or her social security number, (8) the name and address of the legal entity that
19 is the employer, and (9) all applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee. The deductions
21 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
22 showing the month, day, and year, and a copy of the statement or a record of the deductions shall
23 be kept on file by the employer for at least three years at the place of employment or at a central
24 location within the State of California.

25 84. Defendants knowingly and intentionally, as a matter of uniform policy and practice,
26 failed to furnish Plaintiff with accurate and complete wage statements regarding, among other
27 things, Plaintiff's correct regular rates of pay, rates of overtime pay, corresponding hours worked
28

at each rate of pay, total gross wages earned, proper entity name, and total net wages earned, in violation of Labor Code § 226.

85. Defendants' failure to furnish Plaintiff with complete and accurate itemized wage statements resulted in actual injury, as said failures lead to, among other things, the non-payment of all Plaintiff's wages, and deprived Plaintiff of the information necessary to, among other things, identify the discrepancies in Defendants' reported data, and to know, understand and question the rate of pay and hours Defendants used to calculate their wages.

86. Defendants' failures create an entitlement to recovery by Plaintiff in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code §§ 226 and 226.3.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against All Defendants)

87. Plaintiff re-alleges and incorporates herein by reference each and every allegation set forth above.

88. Labor Code § 2802 requires that an "employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in the direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

89. Labor Code § 2802 further provides "[a]ll awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss."

California Labor Code sections 201 and 202.

97. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

98. Plaintiff is entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

TENTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

99. Plaintiff re-alleges and incorporates herein by reference each and every allegation set forth above.

100. California Business & Professions Code § 17200, *et seq.*, prohibits acts of unfair competition, which includes any “*unlawful, unfair or fraudulent business act or practice....*”

101. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200, *et seq.*, by engaging in the conduct alleged herein, including, but not limited to, (1) failing to pay Plaintiff all overtime and minimum wages owed; (2) failing to pay Plaintiff an additional hour of premium pay for meal period violations; (3) failing to pay Plaintiff an additional hour of premium pay for rest period violations; (4) willfully failing to timely pay Plaintiff all wages during and at the end of employment; (5) knowingly failing to furnish Plaintiff with accurate and complete wage statements; and (6) willfully failing to reimburse Plaintiff for incurred business expenses in the discharge of his duties for Defendants and in obedience to Defendants’ instructions, which includes the use of his personal cell phone and personal tools.

102. Defendants’ utilization of these unfair and/or unlawful business practice deprived Plaintiff of compensation to which Plaintiff was legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants’ competitors who have

1 been and/or are currently employing workers and attempting to do so in honest compliance with
2 applicable wage and hour laws.

3 103. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
4 herein, Plaintiff seeks full restitution of monies, as necessary and according to proof, to restore
5 any and all monies withheld, acquired and/or converted by the Defendants pursuant to Business
6 and Professions Code §§ 17203, 17208.

7 104. The acts complained of herein occurred within the last four (4) years immediately
8 preceding the filing of the Complaint in this action.

9 105. Plaintiff retained the services of counsel to file this court action to protect his interests,
10 to obtain restitution, and to enforce important rights affecting the public interest. Plaintiff thereby
11 incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under
12 the Code of Civil Procedure § 1021.5.

13 **ELEVENTH CAUSE OF ACTION**

14 **(Violation of Labor Code § 2698, et seq.)**

15 **(Against All Defendants)**

16 106. Plaintiff re-alleges and incorporates herein by reference each and every allegation set
17 forth above.

18 107. Plaintiff brings this claim as an individual employee and in his capacity as a private
19 attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code
20 section 2698, et seq. ("PAGA").

21 108. On or about May 13, 2021, Plaintiff notified Defendants via certified mail and filed an
22 online PAGA claim notice with the California Labor and Workforce Development Agency
23 ("LWDA") identifying Defendants' violations of the California Labor Code identified in this
24 Complaint and Plaintiff's intent to bring a claim for civil penalties under California Labor Code
25 section 2698 et seq. The LWDA assigned Plaintiff's case number LWDA-CM-832201-21.
26 Plaintiff also submitted a filing fee of seventy-five (\$75.00) to the LWDA in accordance with
27 Labor Code section 2699.3(a)(1)(B). Sixty-five days have passed from the date of Plaintiff's
28 notice to the LWDA, and thus Plaintiff has exhausted his administrative remedies, thereby

1 allowing Plaintiff to commence a civil action against Defendants pursuant to Labor Code section
2 2698.

3 109. During all relevant times for this action, Defendants regularly required Plaintiff and
4 Aggrieved Employees to work more than eight (8) hours per day and forty (40) hours per week.
5 However, Plaintiff and Aggrieved Employees were not paid wages, including minimum wages
6 and/or overtime wages, for such time worked.

7 110. During all relevant times for this action, Defendants failed to provide uninterrupted
8 meal periods to Plaintiff and Aggrieved Employees when they worked more than five (5) hours
9 per day and ten (10) hours per day because Defendants required Plaintiff and Aggrieved
10 Employees to stay on duty and never provided an uninterrupted first or second meal break.

11 111. In addition, Defendants failed to permit Plaintiff and Aggrieved Employees to take
12 uninterrupted rest breaks for any shift exceeding four (4) hours of work or a major fraction thereof.

13 112. Although Defendants failed to provide uninterrupted meal and rest breaks as required
14 by California law, Defendants failed to pay Plaintiff and Aggrieved Employees premium pay for
15 those days in which they were not permitted to take a meal and/or rest break which was duty free.

16 113. In addition, Defendants failed to provide Plaintiff and Aggrieved Employees with
17 properly itemized wage statements including because Defendants failed to include the gross wages
18 earned, total hours worked by the employee, net wages earned, the inclusive dates of the pay
19 period, the name of Plaintiff and Aggrieved Employees' and his or her social security number, the
20 name and address of the legal entity that is the employer, and all applicable hourly rates in effect
21 during the pay period and the corresponding number of hours worked at each hourly rate by
22 Plaintiff and Aggrieved Employees and the failure to include premium pay for missed and/or
23 interrupted rest and meal breaks.

24 114. In addition, Defendants' failed to reimburse Plaintiff and Aggrieved Employees for
25 incurred business expenses in the discharge of their duties for Defendants and in obedience to
26 Defendants' instructions, which includes the use of their personal cell phones and personal tools.

27 115. Further, during Plaintiff and Aggrieved Employees' employment, Defendants were
28 required to pay all wages earned for labor in excess of the normal work period not later than the

1 payday for the next regular payroll period. However, Defendants failed to pay Plaintiff and
2 Aggrieved Employees all wages due to them within the time period specified by California Labor
3 Code section 204, including premiums owed.

4 116. Plaintiff, as an “Aggrieved Employee” within the meaning of Labor Code § 2698 *et*
5 *seq.*, acting on behalf of herself and other similarly Aggrieved Employees, brings this
6 representative action against Defendants to recover the civil penalties due to Plaintiff, other
7 similarly Aggrieved Employees, and the State of California according to proof pursuant to Labor
8 Code § 2699 (a) and (f) including, but not limited to \$100.00 for each initial violation and \$200.00
9 for each subsequent violation per employee per pay period for the following Labor Code
10 violations:

- 11 a. Failing to pay Plaintiff and other similarly Aggrieved Employees all earned
12 minimum wage compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;
- 13 b. Failing to pay Plaintiff and other similarly Aggrieved Employees all earned
14 overtime compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et*
15 *seq.*;
- 16 c. Failing to pay Plaintiff and other similarly Aggrieved Employees an additional hour
17 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and
18 512;
- 19 d. Failing to pay Plaintiff and other similarly Aggrieved Employees an additional hour
20 of premium pay for rest period violations in violation of Labor Code §§ 226.7 and
21 512;
- 22 e. Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages
23 at end of employment in violation of Labor Code § 203;
- 24 f. Failing to timely pay Plaintiff and other similarly Aggrieved Employees all wages
25 owed during employment;
- 26 g. Failing to reimburse Plaintiff and Aggrieved Employees for incurred business
27 expenses in the discharge of their duties for Defendants and in obedience to
28 Defendants’ instructions, which includes the use of their personal cell phones and

personal tools in violation of Labor Code §§2800 and 2802;

h. Failing to furnish Plaintiff and other similarly Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226; and for

i. Failing to maintain accurate records relating to Plaintiff and other similarly Aggrieved Employees work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

117. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which they are entitled to recover under California Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays judgment against Defendants as follows:

1. For general and compensatory damages including but not limited to, lost wages and benefits and damages for emotional distress normally associated retaliation, wrongful termination, humiliation, and loss of reputation;

2. For punitive and exemplary damages according to proof;

3. For statutory attorneys' fees and costs pursuant to Code of Civil Procedure § 1021.5; and Labor Code sections 226, 226.8, 1194, 1198, 1198.5, 2800, 2802, 2698, *et seq.*, and as allowed by law and according to proof;

4. For statutory civil penalties pursuant to Labor Code section 2698, *et seq.*, and as allowed by law and according to proof;

5. For unpaid wages and overtime;

6. For unpaid wage premiums for each day Plaintiff did not receive a meal and/or rest period;

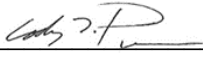
7. For costs of suit incurred herein;

8. For pre- and post-judgment interest at the maximum legal rate on all amounts claimed; and

1 9. For such other and further relief as the Court may deem just and proper.

2
3 DATED: July 19, 2021

PAYNE NGUYEN, LLP

4 By: 

5 Cody Payne
6 Kim Nguyen
7 Attorneys for Plaintiff
8 DANIEL SARRANO LARA
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PLAINTIFF'S DEMAND FOR A JURY TRIAL

Plaintiff DANIEL SARRANO LARA hereby demands a trial by jury.

DATED: July 19, 2021

PAYNE NGUYEN, LLP

By: _____


Cody Payne
Kim Nguyen
Attorneys for Plaintiff
DANIEL SARRANO LARA