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Superior Court of CA,
County of Santa Clara
22CV394799
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SANTA CLARA**

11 NOE SANDOVAL,

12 Plaintiff,

13 vs.

14 FLORES PAINTING & DRYWALL, INC.;
15 PEDRO C. FLORES; and DOES 1 to 25,
16 inclusive,

17 Defendants.

CASE NO.: 22CV394799

COMPLAINT FOR DAMAGES FOR:

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES/PREVAILING WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 6) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 7) **VIOLATION OF LABOR CODE SECTION 558;**
- 8) **FAILURE TO GIVE REST BREAKS;**
- 9) **FAILURE TO GIVE MEAL BREAKS;**
- 10) **FAILURE TO MAINTAIN ACCURATE RECORDS;**
- 11) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 12) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 13) **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY;**
- 14) **NEGLIGENT RETENTION AND SUPERVISION;**
- 15) **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION**

1) 17200
2)
3)
4)
5)

6) JURY TRIAL DEMANDED
7)
8)
9)

10 COMES NOW Plaintiff, NOE SANDOVAL (hereinafter "Plaintiff"), and alleges as
11 follows:
12

13 **PARTIES, JURISDICTION, and VENUE**
14

15 1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
16 County of Santa Clara in this judicial district because Defendants FLORES PAINTING &
17 DRYWALL, INC.; PEDRO C. FLORES; and DOES 1 to 25, inclusive, do business in the
18 County of Santa Clara, and because Defendants' obligations and liabilities arise therein, and
19 because the work that was performed by Plaintiff in the County of Santa Clara is the subject of
20 this action. Moreover, Plaintiff's damages sought herein exceed \$25,000.

21 2. Plaintiff is a male resident of the State of California.

22 3. Plaintiff is informed and believes that at all times herein mentioned, Defendant
23 FLORES PAINTING & DRYWALL, INC. is a California corporation, doing business in Santa
24 Clara County, and which employed Plaintiff.

25 4. Plaintiff is informed and believes that at all times herein mentioned, Defendant
26 PEDRO C. FLORES is a male resident of the County of Santa Clara, State of California and is
27 and was the owner and managing agent of FLORES PAINTING & DRYWALL, INC. PEDRO
28 C. FLORES is being included in this lawsuit pursuant to California Labor Code Section 558.1
as he was involved in the day-to-day operations of the business and controlled the hours,
wages, and working conditions of Plaintiff and other similarly situated aggrieved employees.

1 FLORES PAINTING & DRYWALL, INC. and PEDRO C. FLORES are collectively referred
2 to as “FLORES PAINTING” or “Defendants”.

3 5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
4 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
5 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
6 defendants, numbers 1 to 25, reside in the State of California and are in some manner
7 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
8 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
9 and capacities of these fictitiously named defendants.
10

11 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
12 that information and belief, alleges that at all times herein mentioned, each of the remaining
13 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
14 under the authority of their agency, employment, or representative capacity, with the consent
15 of his/her codefendants.
16

17 **GENERAL ALLEGATIONS**

18 7. Plaintiff started working for FLORES PAINTING on or around July 2021 as a painter,
19 mostly doing exterior painting. During his employment tenure, Plaintiff was classified as an
20 hourly, non-exempt employee and his rate of pay was \$20 per hour. Plaintiff generally worked
21 5 days per week and was paid on biweekly or semi-monthly basis.

22 8. It is Plaintiff’s position that FLORES PAINTING has committed numerous labor code
23 violations against Plaintiff other similarly situated aggrieved employees.

24 9. FLORES PAINTING did not provide Plaintiff and other similarly situated aggrieved
25 employees with the minimum wages to which they were entitled for all work performed and
26 did not compensate him and others for all hours worked pursuant to California Labor Code
27 sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked,
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1 including travel time to job sites, and consistently worked “off the clock”. This is so because
2 Plaintiff noticed that on those days where he worked more than 8 hours, his extra time over 8
3 hours would simply be deleted and deducted. Furthermore, the company did not have an actual
4 timekeeping system (no digital one either) wherein they could keep track of employee hours
5 and punch-in/punch-out times. Consequently, FLORES PAINTING was not able to keep
6 accurate track of the hours worked and this resulted in employees such as Plaintiff not being
7 for all hours worked. In addition, the company had a policy of rounding down work hours to
8 the detriment of employees, which would lead to time shaving and would translate into
9 employees not getting paid for all hours worked in contravention of California’s minimum
10 wage laws.

11 10. Pursuant to California Industrial Welfare Commission Order No. 16-2001, Section 8(B),
12 “[w]hen the employer requires the use of tools or equipment or they are necessary for the
13 performance of a job, such tools and equipment shall be provided and maintained by the
14 employer, except that an employee whose wages are at least two (2) times the minimum wage
15 may provide and maintain hand tools and equipment customarily required by the particular trade
16 or craft in conformity with Labor Code Section 2802”. FLORES PAINTING unequivocally
17 required its employees to provide their own hand tools for the performance of their job duties
18 and to effectuate their job duties, which included painting. In fact, the manager demanded that
19 Plaintiff and others bring their own tools and water and also wear white clothes on-the-job. As
20 such, FLORES PAINTING violated the aforementioned IWC Wage Order in that FLORES
21 PAINTING required its employees to provide and maintain hand tools and equipment
22 customarily required by the trade but did NOT compensate these employees at least two (2) times
23 the minimum wage. In fact, Plaintiff’s hourly rate was far less than twice the California state
24 minimum wage in 2021.

25 11. Due to the above “off the clock” violations as mentioned above, FLORES PAINTING
26 violated Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
27 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
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1 and/or 40 hours per week throughout their employment. Plaintiff's and others' actual work hours,
2 which included the "off the clock" work as described above, entitled them to overtime, however,
3 it was not company policy to keep accurate track of all hours worked and to pay employees the
4 correct amount of overtime. Furthermore, since certain aggrieved employees were not paid their
5 correct regular rate for all hours worked (at twice the minimum wage), they were also not paid
6 the corresponding correct and accurate overtime rate of pay.

7 12. FLORES PAINTING also violated Labor Code §§ 512 and 226.7 along with the
8 applicable Industrial Welfare Commission Wage Order (Wage Order no. 16) because it failed to
9 provide Plaintiff and other similarly situated aggrieved employees the requisite 30-minute,
10 uninterrupted meal periods for every five (5) hours of work throughout their employment, and
11 Plaintiff did not validly waive said meal periods. FLORES PAINTING did not completely
12 relieve Plaintiff of all duty during said meal periods. FLORES PAINTING did not pay to
13 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday
14 that one or more statutory meal periods was not provided. It was not company policy and not
15 part of the culture for employees such as Plaintiff and others to take timely, uninterrupted meal
16 breaks. As such, the culture at FLORES PAINTING did not lend itself to the employees
17 receiving timely statutory breaks wherein they were relieved of all work duties. Plaintiff and
18 others would consistently receive their meal breaks after the 5th hour worked or they would be
19 interrupted during their breaks and they would not be compensated with premium wage for their
20 missed, interrupted, late, or short meal periods. Moreover, FLORES PAINTING had no policy
21 in place regarding keeping of track of whether employees such as Plaintiff and others were
22 receiving timely, uninterrupted meal periods.

23 13. FLORES PAINTING also violated Labor Code § 226.7 along with the applicable
24 Industrial Welfare Commission Wage Order (Wage Order No. 16) because it failed to provide
25 Plaintiff and other similarly situated aggrieved employees 10-minute rest periods for every four
26 hours of work, or majority portion thereof, throughout their employment. FLORES PAINTING
27 did not completely relieve Plaintiff of all duty during said rest periods. FLORES PAINTING
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1 did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for
2 each workday that one or more statutory rest periods was not provided. Like the situation with
3 meal breaks, Plaintiff and others did not take timely, uninterrupted rest breaks wherein they were
4 relieved of all duty. It was not company policy and not part of the culture for employees such as
5 Plaintiff and others to take uninterrupted rest breaks since it was the normal practice and custom
6 of FLORES PAINTING not to authorize, permit, and enforce statutory rest periods.

7 14. Furthermore, during the relevant time period and due to the labor code violations as
8 discussed above, FLORES PAINTING failed to pay Plaintiff and other similarly situated
9 aggrieved employees all wages due to them within any time period specified by California Labor
10 Code section 204.

11 15. FLORES PAINTING was also in violation of California Labor Code section 226(a), by
12 failing to include accurate, pertinent information on the wage statements, including but not
13 limited to, all hours worked, overtime hours worked, all applicable hourly rates, the correct legal
14 name and correct address of the employer, gross wages earned, all deductions, net wages earned,
15 reimbursement for business expenses, the correct start and end of the applicable pay period, the
16 employee ID numbers or social security numbers, among other items. As such, FLORES
17 PAINTING did not provide Plaintiff and other similarly situated aggrieved employees with
18 complete, accurate itemized wage statements.

19 16. FLORES PAINTING violated Labor Code § 203 because it willfully failed to pay
20 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
21 of employment, either immediately upon involuntary termination, or within 72 hours of
22 resignation. These earned but unpaid wages include compensation for all hours worked,
23 minimum wages, overtime wages, meal/rest period compensation described above, and business
24 expense reimbursement. Moreover, Plaintiff's last check was paid via a personal check as
25 opposed to a company check, which is an improper form of payment.

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27 ///

1 17. During the relevant time period, FLORES PAINTING also failed to keep accurate and
2 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
3 and other aggrieved employees pursuant to California Labor Code sections 1174(d).

4 18. Moreover, FLORES PAINTING failed to provide sick pay pursuant to Labor Code
5 sections 232 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff
6 and other aggrieved employees in violation of Labor Code Section 3700.5.

7 19. During the relevant time period, Plaintiff and other aggrieved employees incurred
8 necessary, business-related expenses and costs that were not reimbursed by FLORES
9 PAINTING . These costs include, but are not limited to, use of personal hand tools as
10 mentioned above as Plaintiff also had to purchase and use his own tools to effectuate his job
11 duties and was not reimbursed for those items. In addition, Plaintiff would travel in his
12 personal vehicle to different job sites and was not reimbursed for mileage. In addition, Plaintiff
13 and others were required to wear their own clothes as uniforms while painting and were not
14 reimbursed for this either. Accordingly, FLORES PAINTING was in violation of California
15 Labor Code sections 2800 and 2802.

16 20. Plaintiff would also have claims against FLORES PAINTING for wrongful termination
17 and also for negligent/retention supervision in that FLORES PAINTING knew or should have
18 known that Foreman "Oscar Marino" would show up intoxicated to the workplace and would
19 then make the work environment an extremely hostile one for Plaintiff and other employees.
20 Plaintiff was allegedly terminated because "there was no work". The latter was a pretext and
21 was retaliatory due to Plaintiff's complaints about "Oscar Marino". In fact, Plaintiff took
22 photos/video of the last job site he was working at to illustrate the fact that there was a great
23 deal of work to be done.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

26 **(California Industrial Welfare Commission Order 16-2001, California Code of**
27 **Regulations Title 8 Section 11160, and California Labor Code Section 1198)**
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(Plaintiff against all named Defendants and all DOE Defendants)

21. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 20, inclusive, of this Complaint as thought fully set forth herein.

22. At all times relevant herein, Defendants were required to compensate its employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 16-2001, California Code of Regulations, Title 8, Section 11160.

23. For the three (3) years preceding filing of this action, Defendants failed to compensate Plaintiff for all hours worked.

24. Under the aforementioned wage and order regulations, Plaintiff is to recover compensation for all hours worked but not paid by Defendants for the three (3) years preceding the filing of this Complaint.

25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial, but not in an amount in excess of the jurisdiction of this Court.

26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable attorney's fees and costs of suit.

27. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs which will equal an amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES/PREVAILING WAGES

(California Labor Code Sections 1771, 1774, 1194, 1194.2, 1197)

(Plaintiff against All Named Defendants and all DOE defendants)

28. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 27, inclusive, of this Complaint as though fully set forth herein.

29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the minimum wage rate for all hours worked as required by the applicable Industrial Welfare Commission (hereinafter "IWC") Wage order no. 16-2001, codified at California Code of Regulations, Title 8, Section 11160, subdivision 4. Defendants were subject to the minimum wage requirements of the State of California pursuant to Labor Code § 1194 and prevailing wage laws of the State of California. Pursuant to Labor Code § 1194 defendants had a duty to pay their employees, including Plaintiff, not less than the minimum required hourly rate of pay and legal overtime wage.

30. At all times mentioned herein, Defendants were subject to the prevailing wage laws of the State of California pursuant to Labor Code §§ 1771, regarding work undertaken on public construction projects, including work undertaken on the projects listed above. Pursuant to Labor Code §§ 1771, Defendants had a duty to pay their employees on such projects, including Plaintiff, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work.

31. At all times mentioned herein, Defendants were subject to the prevailing wage laws of the State of California pursuant to Labor Code §§ 1774, regarding work undertaken on public construction projects. Pursuant to Labor Code §§ 1774, Defendants had a duty to pay their employees on such projects, including Plaintiff, not less than the specific prevailing rates of wages to all workmen employed in the execution of the contract of the projects as described above.

32. Plaintiff is informed and believes and based thereon contends that the per diem wages

1 and prevailing wages required to be paid pursuant to Labor Code §§ 1194, 1771 and 1774 are
2 set forth in annual and semi-annual bulletins published by the California Department of
3 Industrial Relations.

4 33. Plaintiff's employment periods, hours worked, and trade classifications are based on
5 individual employment as described above and as will be proved at trial.

6 34. Plaintiff is informed and believes and based thereon contends that Plaintiff was paid
7 less than the minimum required general prevailing rate of per diem wages for work and less
8 than the minimum required prevailing rate of per diem wages for holiday and overtime work
9 for his work on the projects as described above, as required by Labor Code §§ 1194, 1771 and
10 1774.

11 35. Plaintiff is informed and believes and based thereon contends that said Defendants, and
12 each of them, violated Labor Code §§ 1194, 1194.2, 1771 and 1774, specifically by failing and
13 refusing to comply with the statutory duty to pay Plaintiffs' prevailing wages as required by the
14 contracts and by statute, or ensure that Plaintiff was paid prevailing wages as required by the
15 contracts and by statute.

16 36. The failure to pay the prevailing wage, which is a minimum wage, subjects Defendants
17 to an assessment of the unpaid wage difference pursuant to Labor Code § 1194.2. As a result of
18 Defendants' violation of statutory duties, as more fully set forth above, Plaintiff earned but was
19 not paid wages in an amount above the jurisdictional limits of this court.

20 37. Plaintiff seeks as earned wages the difference between the amount actually paid and the
21 prevailing wage rate as determined by the Director of Industrial Relations. Plaintiff's audits
22 and investigations are continuing, however, the amounts claimed are above the jurisdictional
23 minimum requirements of this court. Plaintiffs will seek leave of court to amend this
24 Complaint according to proof at the time of trial.

25 38. Plaintiff is entitled to and therefore requests an award of pre-judgment interest on the
26 unpaid wages set forth herein. Plaintiff also seeks and is entitled to an assessment of the unpaid
27 minimum wage under Labor Code § 1194.2.

28 39. Plaintiff has incurred, and will continue to incur, attorneys' fees in the prosecution of

1 this action and therefore demand such reasonable attorneys' fees and costs as set by the court.

2 40. Pursuant to IWC Wage Order no. 16-2001, subdivision 2(J), at all relevant
3 times, "hours worked" included "the time during which an employee is subject to the control of
4 an employer, and includes all the time the employee is suffered or permitted to work, whether
5 or not required to do so..." During his employment, Plaintiff was regularly required as a matter
6 of uniform policy and practice to work, and in fact worked, as an employee of Defendants and
7 Plaintiff was paid less than the minimum wage rate by Defendants for hours worked in
8 violation of California Labor Code Section 1197 and the applicable California Industrial Wage
9 Commission wage order(s). Plaintiff was, at all relevant times, under the control of Defendants
10 and suffered or permitted to work by Defendants. Defendants' acts or omissions in failing to
11 adequately compensate Plaintiff were not in good faith nor were there reasonable grounds for
12 Defendants to believe that their acts or omissions were not contrary to California law. For all
13 hours worked by Plaintiff for which he was paid less than the minimum wage rate by
14 Defendants, Plaintiff is entitled to not less than the applicable California minimum
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
17 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

18 41. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs in an amount to be
20 proven at trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 16-2001, California Code of**
24 **Regulations Title 8 Section 11160)**
25 **(Plaintiff against All Named Defendants and all DOE defendants)**

26 42. Plaintiff re-alleges and incorporates by reference each and every allegation in
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1 paragraphs 1 through 41, inclusive, of this Complaint as though fully set forth herein.

2 43. Pursuant to Industrial Welfare Commission Order No. 16-2001, California
3 Code of Regulations, Title 8, Section 11160, for the period of Plaintiff's employment,
4 Defendants were required to compensate Plaintiff for all overtime, which is calculated at one
5 and one-half (1.5) times the regular rate of pay for hours worked in excess of eight (8) in a day
6 or forty (40) hours in a week, and two (2) times the regular rate of pay for hours worked in
7 excess of twelve (12) hours in a day or hours worked in excess of eight (8) on the seventh
8 consecutive work day in a week.

9 44. Plaintiff was a non-exempt employee entitled to the protections of the California
10 Industrial Welfare Commission Order No. 16-2001, California Code of Regulations,
11 Title 8, Section 11160.

12 45. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in a
13 single workweek on numerous occasions.

14 46. Plaintiff worked more than twelve (12) hours in a single workday.

15 47. Plaintiff was entitled to the above overtime premiums.

16 48. Defendants did not pay Plaintiff premium wages of at least one and one-half times
17 Plaintiff's correct regular rate of pay for hours worked past eight (8) in a day.

18 49. Defendants did not pay Plaintiff premium wages of at least one and one-half times
19 Plaintiff's correct regular rate of pay for hours worked past forty (40) in a week.

20 50. Defendants did not pay Plaintiff premium wages of at least two times Plaintiff's correct
21 regular rate of pay for hours worked past twelve (12) in a day.

22 51. Plaintiff worked at least one pay period in which he was not properly paid the correct
23 amount of overtime within the three (3) years prior to the initiation of this lawsuit.

24 52. Defendants know or should know the actual dates of overtime worked, the amount of
25 overtime worked, and the amount of unpaid overtime due.

26 53. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
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1 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
2 Court.

3 54. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
4 Regulations, Title 8, Section 11160, Plaintiff is entitled to recover damages for the
5 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
6 reasonable attorney's fees and costs of suit.

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(Against All Named Defendants and all DOE Defendants)**

11 55. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

13 56. Labor Code section 226(a) requires employers provide employees with itemized wage
14 statements.

15 57. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
16 and the applicable hourly rates.

17 58. Labor Code section 226(a)(9) requires pay stubs to accurately reflect all applicable
18 hourly rates in effect during the pay period and the corresponding number of hours worked at
19 each hourly rate.

20 59. Pursuant to California Labor Code Section 226, every employer must furnish each
21 employee an itemized statement of wages and deductions at the time of payment of wages.

22 60. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
23 that accurately reflected all information required by Labor Code Section 226, including but not
24 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
25 deductions, overtime hours and pay, premium pay for rest break and meal break violations,
26 business expense reimbursement, the correct start and end of the pay period, the correct name
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1 and address of the legal employer, among others. Therefore, Defendants failed to maintain and
2 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
3 Code Section 226(a).

4 61. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
5 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
6 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
7 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
8 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
9 the 1-year period immediately preceding the date this lawsuit was filed.

10 62. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
11 sustained damages, including loss of earnings, in an amount to be established at trial. As a
12 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
13 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
14 and attorney's fees pursuant to statute.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

17 **(California Labor Code Section 204)**

18 **(Plaintiff against All Named Defendants all DOE defendants)**

19 63. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 62, inclusive, of this Complaint as thought fully set forth herein.

21 64. California Labor Code Section 204 establishes the fundamental right of all employees
22 in the State of California to be paid wages in a timely fashion for their work.

23 65. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
24 full amount of all owed wages when due as required by California Labor Code Section 204.

25 66. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
26 informed, believes, and thereon alleges, that all times relevant during the liability period,
27 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all
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1 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
2 Plaintiff with premium pay for missed rest and meal breaks.

3 67. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
4 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
5 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
6 from Defendants' records or indirectly based on information from Defendants' records.

7 **SIXTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

9 **(Plaintiff against all named Defendants and all DOE defendants)**

10 68. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 67, inclusive, of this Complaint as though fully set forth herein.

12 69. Pursuant to California Labor Code Section 201(a), an employer who discharges an
13 employee must immediately pay for all compensation due and owing.

14 70. Pursuant to California Labor Code Section 202, when an employee resigns, the
15 employer must pay all compensation due and owing within 72 hours of resignation, or on the
16 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

17 71. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
18 without abatement or reduction, any wages of an employee whose employment ends, the wages
19 of the employee shall continue as a penalty from the due date at the same rate until paid or until
20 an action is commenced; however, the wages shall not continue for more than 30 days for
21 failure to pay an employee owed wages.

22 72. After Plaintiff's employment with Defendants ended, Defendants willfully refused and
23 continue to refuse to pay him unpaid wages as required by Labor Code Section 203.

24 73. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial. Moreover, Plaintiff prays for the above-mentioned money from 1 year immediately
3 preceding the filing of this lawsuit.

4 74. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
5 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
6 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

7 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
9 trial.
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11 **SEVENTH CAUSE OF ACTION**

12 **VIOLATION OF LABOR CODE SECTION 558**

13 **(California Labor Code Section 558)**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 76. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 75, inclusive, of this Complaint as though fully set forth herein.

17 77. California Labor Code Section 558 states that any person acting on behalf of an
18 employer who violates, or causes to be violated, a section of this chapter or any provision
19 regulating hours and days of work in any order of the Industrial Welfare Commission shall be
20 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid
21 employee for each pay period for which the employee was underpaid in addition to an amount
22 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one
23 hundred dollars (\$100) for each underpaid employee for each pay period for which the
24 employee was underpaid in addition to an amount sufficient to recover underpaid wages.
25 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was
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1 filed.

2 78. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,
3 Defendants are subject to civil penalties under the following laws:

- 4 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular,
5 including prevailing wage and overtime wages for overtime hours worked. As
6 such, Defendants violated Section 558 under which penalties are due. Plaintiff
7 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each
8 subsequent violation for each pay period for which Plaintiff was underpaid in
9 addition to an amount sufficient to recover underpaid wages.
10
11 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
12 relief associated with Plaintiff's prosecution of this cause of action under California
13 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
14 paying Plaintiff for his overtime hours worked and for all hours worked.
15
16 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
17 fees for relief associated with Plaintiff's prosecution of this cause of action under
18 California Labor Code Sections 200, et seq.

19 79. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
20 the statutes, regulations, and wage orders alleged in this cause of action along with any
21 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

22 80. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs on
23 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
24

25 **EIGHTH CAUSE OF ACTION**

26 **FAILURE TO GIVE REST BREAKS**

27 **(Plaintiff against all named defendants and all DOE defendants)**
28

1 81. Plaintiff re-alleges and incorporates by reference each and every allegation in
2 paragraphs 1 through 80, inclusive, of this Complaint as though fully set forth herein.

3 82. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 4 a. Title 8 of the California Code of Regulations Section 11160(11)(A), which
5 provides that every employer shall authorize and permit all employees to take
6 rest periods, which insofar as practicable shall be in the middle of each work
7 period. The authorized rest period time shall be based on the total hours worked
8 daily at the rate of ten (10) minutes net rest time per four (4) hours or major
9 fraction thereof;
10
11 b. Title 8 of the California Code of Regulations Section 11160(11)(B), which
12 provides that if an employer fails to provide an employee a rest period in
13 accordance with the applicable provisions of this order, the employer shall pay
14 the employee one (1) hour of pay at employee's regular rate of compensation
15 for each workday that the rest period is not provided;
16
17 c. Title 8 of the California Code of Regulations section 11160(18)(A), which
18 penalizes the employer \$50.00 for each initial violation, per employee, of any
19 provision of the Wage Order, and \$100.00 for each additional violation
20 thereafter per employee; and
21
22 d. California Labor Code Section 226.7, which states that (a) no employer shall
23 require any employee to work during any rest period mandated by an applicable
24 order of the IWC, and (b) if an employer fails to provide an employee a rest
25 period in accordance with an applicable order of the IWC, the employer shall
26 pay the employee one (1) additional hour of pay at employee's regular rate of
27 compensation for each work day that the rest period is not provided.
28

1 83. Plaintiff alleges that he was not authorized and permitted to take a ten (1) minute rest
2 break after every four (4) hours of work or major fraction thereof, as required by California
3 Law.

4 84. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
5 regulations, and wage orders alleged in this cause of action along with any allowable interest,
6 penalties, attorney's fees and costs, and in an amount to be proven at trial. Specifically,
7 Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the
8 filing of this lawsuit.
9

10 85. Plaintiff also prays for Labor Code Section 218.5 recovery of costs and attorney's fees
11 as well as interest under Labor Code Section 218.6.

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO GIVE MEAL BREAKS**

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 86. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 85, inclusive, of this Complaint as though fully set forth herein.
17

18 87. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 19 a. California Labor Code section 512(a), which requires that employees be given a
20 30-minute uninterrupted meal break after five (5) hours of work, and a second
21 uninterrupted meal break after ten (10) hours of work;
22 b. California Labor Code section 226.7, which states that (a) no employer shall
23 require any employee to work during any meal period mandated by an
24 applicable order of the Industrial Welfare Commission, and (b) if any employer
25 fails to provide an employee a meal period in accordance with an applicable
26 order of the Industrial Welfare Commission, the employer shall pay the
27
28

employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

c. California Industrial Welfare Commission Order 16 section 10(B), as codified under Title 8 of the California Code of Regulations Section 11160, which state that if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the Wage Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided;

d. California Industrial Welfare Commission Wage Order No. 16 Section 6(A)(3), as codified under Title 8 of the California Code of Regulations Section 11160, which require an employer to maintain records documenting its employees' meal periods;

e. California Industrial Welfare Commission wage order No. 16 Section 18(A), as codified under California Code of Regulations Section 11160, which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

f. California Labor Code section 1171 and 1173, which have given the California Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 16) as enforceable law.

88. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to take a second relieved meal break after ten (10) hours of work, as required by California law. California Labor Code section 512(a) and California Industrial Welfare Commission Order No.

16, as codified under California Code of Regulations Sections 11160 et. seq., require that employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty. California Labor Code section 226.7 provides that employers may not require their employees to work through their meal periods. California Labor Code section 226.7 and California Code of Regulations section 11160 require that if the employer fails to provide the employee with an uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each work day that the meal period is not given.

89. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

90. Plaintiff also prays for Labor Code Section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code Section 218.6

91. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

TENTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(California Labor Code Section 1174(d))

(Plaintiff against all named defendants and all DOE defendants)

92. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

93. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were

1 paid.

2 94. Additionally, the “Records” section of the applicable IWC Wage Order obligates the
3 employer, including Defendants, to keep accurate information with respect to each one of their
4 employees including, but not limited to, the total wages paid each payroll period, and time
5 records showing when the employee begins and ends each work period, meal periods, split
6 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
7 the applicable rates of pay.

8 95. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
9 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
10 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
11 records regarding Plaintiff’s, including the applicable rates of pay and total wages earned for
12 the payroll period.

13 96. As a direct result of Defendants’ violations alleged herein, Plaintiff has suffered and
14 continue to suffer substantial losses related to Defendants’ failure to record and maintain
15 records of meal periods and time records/rates of pay.

16 97. Plaintiff seeks all available remedies for Defendants’ violations including, but not
17 limited to penalties, and costs to the extent permitted by law.

18 **ELEVENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 98. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 97, inclusive, of this Complaint as though fully set forth herein.

23 99. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties.”
26

27 100. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
28 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course

1 of completing his job duties, which were not reimbursed by Defendants. These expenses
2 include, but are not limited to, use of personal hand tools as mentioned above as Plaintiff also
3 had to purchase and use his own tools to effectuate his job duties and was not reimbursed for
4 those items. In addition, Plaintiff would travel in his personal vehicle to different job sites and
5 was not reimbursed for mileage. In addition, Plaintiff and others were required to wear their
6 own clothes as uniforms while painting and were not reimbursed for this either.

7 101. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest
8 and attorney's fees and costs, under Labor Code section 2802.

9
10 **TWELFTH CAUSE OF ACTION**

11 **PRIVATE ATTORNEYS GENERAL ACT**

12 **Individual and Representative Claim for PAGA penalties under California Labor Code**
13 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**
1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802, 3700.5)

14 **(Plaintiff against all named defendants and all DOE defendants)**

15 102. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 101, inclusive, of this Complaint as though fully set forth herein.

17 103. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
18 Defendants of the specific violations of the California Labor Code that Defendants and DOE
19 defendants have violated and continue to violate.

20 104. Pursuant to California Labor code section 2699.3, no response was received from the
21 LWDA within 65 days of the postmark date of the above-alleged letter.

22 105. Plaintiff therefore has exhausted all administrative remedies required of him under
23 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
24 cause of action and pursue penalties in a representative action for Defendants' violations of the
25 Labor Code.

26 106. Pursuant to California Labor Code section 2699, any provisions of the Labor Code
27
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1 that provides for a civil penalty to be assessed and collected by the LWDA or any of its
2 departments, divisions, commissions, boards, agencies, or employees for violation of the code
3 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
4 on behalf of himself or herself and other current or former employees pursuant to the
5 procedures specified in California Labor Code section 2699.3.

6 107. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged
7 violator and had one or more of the alleged violations committed against him, and therefore is
8 properly suited to represent the interests of other current and former hourly, non-exempt
9 employees who worked for Defendants in the State of California during the applicable PAGA
10 period.

11 108. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
12 penalties under California Labor Code sections 2698 and 2699 because of Defendants’
13 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

14 109. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants’ violations of the
17 Labor Code.

18 110. California Labor Code section 2699 et seq. imposes penalties upon culpable
19 Defendants for violating the Labor Code.

20 111. California Labor Code section 558 establishes a civil penalty as follows: Any
21 employer or other person action on behalf of an employer who violates, or causes to be
22 violated, a section of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission (including the “Hours and Days of Work” section
24 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
25 dollars (\$50) for each underpaid employee for each pay period for which the employee was
26 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid...
28

1 112. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
2 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
3 seeking individual/victim specific relief or underpaid wages for Plaintiff or other aggrieved
4 employees in this specific cause of action under the Private Attorneys General Act.

5 113. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
6 the following:

7 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
8 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198,
9 2802, 3700.5 via 2698 and 2699 and any other Labor Codes and Industrial Welfare
10 Commission Wage Order (Wage Order No. 16 and others) violated based on the facts
11 alleged in this Complaint.

12 114. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
13 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved
14 employees as alleged herein in an amount to be shown according to proof at trial and within the
15 jurisdictional limits of this Court.

16 **THIRTEENTH CAUSE OF ACTION**

17 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

18 **(Against Defendant Flores Painting & Drywall, Inc. and all DOE**

19 **Defendants)**

20 115. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

22 116. At all times during his employment with Defendants, Plaintiff performed his
23 duties with the utmost diligence and competence.

24 117. Plaintiff is informed and believes and thereon alleges that Defendants' decisions and
25 actions to treat him differently and ultimately terminate his employment as alleged herein, was
26 motivated by Plaintiff's whistleblowing and complaints about illegal activity at the workplace,
27
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1 including the conduct of supervisor “Oscar Marino”. Defendant Flores Painting & Drywall,
2 Inc. intentionally created the aforementioned retaliation, thereby not giving Plaintiff an
3 opportunity to work in an environment free of retaliation.

4 118. The employment of Plaintiff was wrongfully terminated in mid to late 2021 in
5 violation of the fundamental public policy of the State of California with respect to
6 retaliating against an employee on account of his whistleblowing. Moreover, Plaintiff was
7 forced to hire an attorney to assist him to end these illegal activities. Said conduct violated
8 statutory and constitutional expressions of public policy including, the California Labor Code,
9 sections 1102.5 and 6400 et. seq., and the California Constitution, Article 1 section 8.

10 119. As set forth above, said actions by Defendants were wrongful and in violation of the
11 fundamental principles of the public policy of the State of California as reflected in its laws,
12 objectives and policies. Said statutes and constitutional expressions of public policy include,
13 but are not limited to, California Labor Code and the California Constitution, Article 1 section
14 8. These laws inure to the benefit of the public at large, and not just the private interests of the
15 employers and employees whom they govern or protect.

16 120. As a direct and proximate result of the aforementioned acts and omissions of
17 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
18 loss of income (past and future), loss of employment benefits (past and future), general and
19 compensatory damages (past and future), mental pain and anguish and emotional distress (past
20 and future), and will continue to suffer in the future, in an amount to be proved at trial.

21 121. The foregoing conduct engaged in by Defendants and each of their directors, officers
22 and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified,
23 and carried on with a conscious and willful disregard of their workers’ right to work in an
24 environment free of retaliation due to whistleblowing, so as to justify the imposition of
25 punitive damages to punish and set an example of said Defendants.
26
27
28

FOURTEENTH CAUSE OF ACTION

NEGLIGENT RETENTION AND SUPERVISION

(Plaintiff against defendant Flores Painting & Drywall, Inc. and all DOE defendants)

122.Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 121, inclusive, of this Complaint as though fully set forth herein.

123.At all times relevant herein, Defendant Flores Painting & Drywall, Inc. by and through their principals, agents, and employees, knew or reasonably should have known that the harassing conduct and acts of supervisor/manager “Oscar Marino”, violated Plaintiff’s rights under state statutes, and that Oscar Marino engaged in unlawful behavior at the workplace.

124.At all times relevant herein, Defendant Flores Painting & Drywall, Inc. by and through its principals, agents and employees, had a duty to protect Plaintiff from employees who they knew or should have known created a risk of injury to him. Defendants breached such duty by continuing to employ and ratify the behaviors of its employee, Oscar Marino, and failing to take reasonable steps to protect Plaintiff from Oscar Marino’s harassment of Plaintiff and in making the work environment unsafe.

125.At all times relevant herein, Defendants knew or should have known Oscar Marino was unfit for his position because of his inappropriate behavior, harassment, and similar conduct. The Defendants knew or should have known that Oscar Marino required supervision and/or discipline, including but not limited to termination of employment, in order to curb his harassing behavior.

126.At all times relevant herein, Defendants knew, or in the exercise of reasonable care should have known, that unless they intervened to protect Plaintiff, and adequately supervised, prohibited, controlled, regulated, disciplined and/or otherwise penalized the improper conduct,

1 acts and omission of the offending employee as described in this Complaint, Defendant's
2 failure to so protect, supervise and intervene would have the effect of encouraging, ratifying,
3 condoning, exacerbating, worsening and continuing said conduct, acts and failures to act,
4 thereby subjecting Plaintiff to personal injury and emotional distress.

5 127. At all times relevant herein, Defendants had the power, ability, authority, and duty to
6 so intervene, supervise, prohibit, control, regulate, discipline and/or penalize the conduct of
7 offending employees. Despite said knowledge, power and duty, Defendants, and each of them,
8 negligently failed to act so as to prevent, supervise, prohibit, control, regulate, discipline,
9 and/or penalize the offending conduct described above, or to otherwise protect Plaintiff from
10 such conduct.

11 128. As a direct and proximate result of the negligent retention and supervision of
12 Oscar Marino, Plaintiff has and will continue to suffer severe mental anguish and
13 emotional distress in the form of anxiety, embarrassment, humiliation, loss of sleep, loss of
14 confidence, loss of self-esteem, and general discomfort; has and will incur medical expenses
15 for treatment by psychotherapists and other health care professionals, and other incidental
16 expenses; and suffer loss of present and future earnings and earnings capacity. Plaintiff is
17 hereby entitled to general and compensatory damages in an amount according to proof at trial.

18 **FIFTEENTH CAUSE OF ACTION**

19 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

20 **(Plaintiff against Defendant Flores Painting & Drywall, Inc. and all DOE defendants)**

21 129. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 128, inclusive, of this Complaint as though fully set forth herein.

23 130. By virtue of this foregoing statutes, regulations, and laws, the acts of Defendants
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1 constitutes unfair and unlawful business practices under California Business and Professions
2 Code Section 17200, et seq.

3 131. Defendant's violations of California labor laws constitutes a business practice because
4 it was done repeatedly over a significant period of time in a systematic manner that was
5 detrimental to Plaintiff and other similarly situated aggrieved employees.

6 132. For the four (4) years preceding the filing of this action, Plaintiff has suffered damages
7 and requests damages and/or restitution of all monies and profits to be disgorged from
8 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
9 this Court.
10

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
13 follows:

- 14 1. For compensatory damages including lost past and future wages, regular wages,
15 overtime, and all other sums of money, including employment benefits, together
16 2. with interest on said amounts, and any other economic injury to Plaintiff, including for
17 payment of regular hours, wages for all hours worked, prevailing wage, and overtime
18 wages, according to proof;
19 3. For general damages according to proof;
20 4. For special and consequential damages to the extent allowed by law;
21 5. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
22 at trial;
23 6. For an award of punitive damages against Defendants according to proof;
24 7. For restitution and disgorgement for all unfair business practices by Defendant Flores
25 Painting & Drywall, Inc. against Plaintiff in an amount according to proof;
26 8. For an order enjoining Defendant Flores Painting & Drywall, Inc. from further unfair
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and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;

9. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
10. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
11. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA notice;
12. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
13. For the imposition of civil penalties and/or statutory penalties;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., and other provisions of the Labor Code;
15. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period.
16. For one hour of wages due to Plaintiff for each work period of at least three-and-a-half (3.5) hours when Plaintiff did not receive an uninterrupted ten (10) minute rest period.
17. Costs and expenses of suit incurred herein;
18. For all interest as allowed by law;

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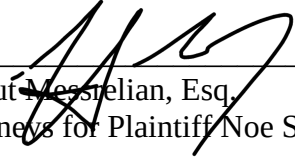
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1 19. For such other and further relief as the Court deems just and proper.
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4 DATED: December 7, 2021

MESSRELIAN LAW INC.

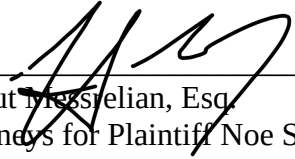
5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Noe Sandoval
8

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.
11

12 DATED: December 7, 2021

MESSRELIAN LAW INC.

13
14 By 
15 Harout Messrelian, Esq.
16 Attorneys for Plaintiff Noe Sandoval
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