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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Daneille Hansen, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

TYKESHA JACKSON,

Plaintiff,

vs.

MAYNARD CONSTRUCTION
SERVICES, INC.; JEFFREY KELLY
MAYNARD JR.; and DOES 1 to 25,
inclusive,

Defendants.

CASE NO.: 37-2022-00012640-CU-OE-NC

COMPLAINT FOR DAMAGES FOR:

**1) FAILURE TO COMPENSATE FOR
ALL HOURS WORKED;**

**2) FAILURE TO PAY MINIMUM
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) VIOLATION OF BUSINESS AND
PROFESSIONS CODE SECTION
17200**

JURY TRIAL DEMANDED

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COMES NOW Plaintiff, TYKESHA JACKSON (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, and VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of San Diego in this judicial district because Defendants MAYNARD CONSTRUCTION SERVICES, INC.; JEFFREY KELLY MAYNARD JR. and DOES 1 to 25, inclusive, (hereinafter collectively known as “Defendants”), do business in the County of San Diego, and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of San Diego is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant MAYNARD CONSTRUCTION SERVICES, INC. (hereinafter “MAYNARD CONSTRUCTION” or “Defendant(s)”) is a California corporation, doing business in the County of San Diego, State of California, and which employed Plaintiff.

4. Plaintiff is informed and believes that Defendant JEFFREY KELLY MAYNARD JR. is a male resident of the County of San Diego and is an individual that was acting on behalf of and was the owner/managing agent of MAYNARD CONSTRUCTION SERVICES, INC. Plaintiff is including Defendant JEFFREY KELLY MAYNARD JR. in this Complaint

1 pursuant to California Labor Code section 558.1 as he was involved in the day-to-day
2 operations of the business and personally controlled the wages, hours, and/or working
3 conditions of Plaintiff and other similarly situated aggrieved employees, including hourly, non-
4 exempt workers. MAYNARD CONSTRUCTION SERVICES, INC. and JEFFREY KELLY
5 MAYNARD JR. are collectively referred to herein as “Defendant(s)” or “MAYNARD
6 CONSTRUCTION”.

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

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

21 **GENERAL ALLEGATIONS**

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23 7. Plaintiff started working for MAYNARD CONSTRUCTION as a labor worker on or
24 around December 29, 2020. She was terminated from her employment on or around August
25 2021. Plaintiff was classified as an hourly, non-exempt employee during her employment tenure
26 and her latest rate of pay was \$18/hour. Plaintiff and others were paid on a weekly basis.

27 8. It is Plaintiff’s position that MAYNARD CONSTRUCTION has committed numerous
28 labor code violations against Plaintiff other similarly situated aggrieved employees.

1 9. MAYNARD CONSTRUCTION did not provide Plaintiff and other similarly situated
2 aggrieved employees with the minimum wages to which they were entitled for all work
3 performed and did not compensate her and others for all hours worked pursuant to California
4 Labor Code sections 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours
5 worked and consistently worked “off the clock”. This is so because Plaintiff and others
6 reported to work at 6:45am as requested but were not paid until 7am. In addition, and as
7 discussed more fully below, Plaintiff and others would not receive uninterrupted meal breaks
8 wherein they were relieved of all duty, however, despite that MAYNARD CONSTRUCTION
9 would still deduct the time for an alleged meal period. The latter resulted in minimum wage
10 violations as Plaintiff and others worked hours for which they were not compensated at all. In
11 addition, the company had a policy of rounding down work hours to the detriment of
12 employees, which would lead to time shaving and would translate into employees not getting
13 paid for all hours worked in contravention of California’s minimum wage laws.

14 10. Due to the above “off the clock” violations, MAYNARD CONSTRUCTION violated
15 Labor Code §510 because it failed to pay Plaintiff and other similarly situated aggrieved
16 employees overtime, even though they worked more than 8 hours per day, 12 hours per day,
17 and/or 40 hours per week throughout their employment. Plaintiff’s and others’ actual work hours,
18 which included the “off the clock” work as described above, entitled them to overtime, however,
19 it was not company policy to keep accurate track of all hours worked and to pay employees the
20 correct amount of overtime. To the extent the company provided any non-discretionary bonuses,
21 those bonuses were not factored into the regular rate of pay for purposes of deciphering the
22 accurate overtime rate of pay.

23 11. MAYNARD CONSTRUCTION also violated Labor Code §§ 512 and 226.7 along with
24 the applicable Industrial Welfare Commission Wage Order (Wage Order no. 16) because it failed
25 to provide Plaintiff and other similarly situated aggrieved employees the requisite 30-minute,
26 uninterrupted meal periods for every five (5) hours of work throughout their employment, and
27 Plaintiff did not validly waive said meal periods. MAYNARD CONSTRUCTION did not
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1 completely relieve Plaintiff of all duty during said meal periods. MAYNARD
2 CONSTRUCTION did not pay to Plaintiff one additional hour of pay at Plaintiff's regular rate
3 of compensation for each workday that one or more statutory meal periods was not provided. It
4 was not company policy and not part of the culture for employees such as Plaintiff and others to
5 take timely, uninterrupted meal breaks. As such, the culture at MAYNARD CONSTRUCTION
6 did not lend itself to the employees receiving timely statutory breaks wherein they were relieved
7 of all work duties. If they were even lucky to receive a meal break, Plaintiff and others would
8 receive their meal breaks after the 5th hour worked or they would be interrupted during their
9 breaks and they would not be compensated with premium wage for their missed, interrupted,
10 late, or short meal periods. Furthermore, to the extent Plaintiff and others worked a 10-hour shift
11 or longer, there was no second meal period provided. Moreover, MAYNARD
12 CONSTRUCTION had no policy in place regarding keeping of track of whether employees such
13 as Plaintiff and others were receiving timely, uninterrupted meal periods. It was commonplace
14 for Plaintiff and others to simply not receive meal breaks wherein they were relieved of all duties.

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

27 13. Furthermore, during the relevant time period and due to the labor code violations as
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1 discussed above, MAYNARD CONSTRUCTION failed to pay Plaintiff and other similarly
2 situated aggrieved employees all wages due to them within any time period specified by
3 California Labor Code section 204.

4 14. MAYNARD CONSTRUCTION was also in violation of California Labor Code section
5 226(a), by failing to include accurate, pertinent information on the wage statements, including
6 but not limited to, all hours worked, overtime hours worked, all applicable hourly rates, the
7 correct legal name and correct address (physical address and not a PO box as the company had
8 it) of the employer, gross wages earned, all deductions, net wages earned, reimbursement for
9 business expenses, the correct start and end of the applicable pay period, the employee ID
10 numbers or social security numbers, among other items. As such, MAYNARD
11 CONSTRUCTION did not provide Plaintiff and other similarly situated aggrieved employees
12 with complete, accurate itemized wage statements.

13 15. MAYNARD CONSTRUCTION violated Labor Code § 203 because it willfully failed
14 to pay Plaintiff and other similarly situated aggrieved employees earned and due wages upon
15 separation of employment, either immediately upon involuntary termination, or within 72 hours
16 of resignation. These earned but unpaid wages include compensation for all hours worked,
17 minimum wages, overtime wages, meal/rest period compensation described above, and business
18 expense reimbursement.

19 16. During the relevant time period, MAYNARD CONSTRUCTION also failed to keep
20 accurate and complete payroll records showing the actual hours worked per day and the wages
21 paid to Plaintiff and other aggrieved employees pursuant to California Labor Code sections
22 1174(d).

23 17. Moreover, MAYNARD CONSTRUCTION failed to provide Worker's Compensation
24 coverage for Plaintiff and other aggrieved employees in violation of Labor Code Section 3700.5.

25 18. During the relevant time period, Plaintiff and other aggrieved employees incurred
26 necessary, business-related expenses and costs that were not reimbursed by MAYNARD
27 CONSTRUCTION . These costs include, but are not limited to, use of personal cell phones for
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1 work purposes, use of personal vehicles for work purposes, and buying products to use for
2 work purposes. Accordingly, MAYNARD CONSTRUCTION was in violation of California
3 Labor Code sections 2800 and 2802.

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6 **FIRST CAUSE OF ACTION**

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

8 **(California Industrial Welfare Commission Order 16-2001, California Code of**
9 **Regulations Title 8 Section 11160, and California Labor Code Section 1198)**

10 **(Plaintiff against all named Defendants and all DOE Defendants)**

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12 19. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 18, inclusive, of this Complaint as thought fully set forth herein.

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

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

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

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

26 24. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
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1 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
2 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
3 reasonable attorney's fees and costs of suit.

4 25. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
5 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
6 amount known to Plaintiff once she has obtained all of her payroll records from Defendants.
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8 **SECOND CAUSE OF ACTION**

9 **FAILURE TO PAY MINIMUM WAGES**

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

11 **(Plaintiff against All Named Defendants and all DOE defendants)**

12 26. Plaintiff re-alleges and incorporates by reference each and every allegation in
13 paragraphs 1 through 25, inclusive, of this Complaint as though fully set forth herein.

14 27. Pursuant to Labor Code Sections 1194, 1194.2, 1197, it is unlawful for an employer to
15 suffer or permit a California employee to work without paying wages at the minimum wage
16 rate for all hours worked as required by the applicable Industrial Welfare Commission
17 (hereinafter "IWC") Wage Order No. 16-2001, codified at California Code of Regulations,
18 Title 8, Section 11160, subdivision 4.
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20 28. Pursuant to IWC Wage Order No. 16-2001, subdivision 2, at all relevant times, "hours
21 worked" included "the time during which an employee is subject to the control of an employer,
22 and includes all the time the employee is suffered or permitted to work, whether or not required
23 to do so..."

24 29. During her employment, Plaintiff was regularly required as a matter of uniform policy
25 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
26 less than the minimum wage rate by Defendants for hours worked in violation of California
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1 Labor Code Section 1197 and the applicable California IWC wage order(s).

2 30. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
3 permitted to work by Defendants. Defendants' acts or omissions in failing to adequately
4 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
5 to believe that their acts or omissions were not contrary to California law.

6 31. For all hours worked by Plaintiff for which she was paid less than the minimum wage
7 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
8 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
9 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
10 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

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

14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME**

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17 **(California Industrial Welfare Commission Order 16-2001, California Code of**
18 **Regulations Title 8 Section 11160)**

19 **(Plaintiff against All Named Defendants and all DOE defendants)**

20 33. Plaintiff re-alleges and incorporates by reference each and every allegation in
21 paragraphs 1 through 32, inclusive, of this Complaint as though fully set forth herein.

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

35. Plaintiff was a non-exempt employee entitled to the protections of the California Industrial Welfare Commission Order No. 4-2001/16-2001, California Code of Regulations, Title 8, Section 11040/11160.

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

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

38. Plaintiff was entitled to the above overtime premiums.

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

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

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

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

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

4 46. Plaintiff re-alleges and incorporates by reference each and every allegation in
5 paragraphs 1 through 45, inclusive, of this Complaint as though fully set forth herein.

6 47. Labor Code section 226(a) requires employers provide employees with itemized wage
7 statements.

8 48. Labor Code section 226(a)(2) requires pay stubs accurately account for hours worked
9 and the applicable hourly rates.

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

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

15 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs
16 that accurately reflected all information required by Labor Code Section 226, including but not
17 limited to, gross wages earned, net wages earned, total hours worked by the employee, all
18 deductions, overtime hours and pay, premium pay for rest break and meal break violations, and
19 business expense reimbursement, among others. Therefore, Defendants failed to maintain and
20 provide accurate itemized wage statements to Plaintiff in accordance with California Labor
21 Code Section 226(a).

22 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
23 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
24 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
25 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
26 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
27 the 1-year period immediately preceding the date this lawsuit was filed.
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1 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
2 sustained damages, including loss of earnings, in an amount to be established at trial. As a
3 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
4 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
5 and attorney's fees pursuant to statute.

6 **FIFTH CAUSE OF ACTION**

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

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

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

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11 54. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 53, inclusive, of this Complaint as thought fully set forth herein.

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

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

17 57. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
18 informed, believes, and thereon alleges, that all times relevant during the liability period,
19 Defendants maintained a policy or practice of not paying Plaintiff the minimum wage for all
20 hours worked, not paying Plaintiff for all overtime hours worked, and not compensating
21 Plaintiff with premium pay for missed rest and meal breaks.

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

26 **SIXTH CAUSE OF ACTION**

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

(Plaintiff against all named Defendants and all DOE defendants)

59. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 58, inclusive, of this Complaint as though fully set forth herein.

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

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

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

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

64. 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. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

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

66. 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.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 558

(California Labor Code Section 558)

(Plaintiff against all named defendants and all DOE defendants)

67. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

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

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

- a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular and overtime wages for overtime hours worked. As such, Defendants violated Section 558 under which penalties are due. Plaintiff therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to

1 recover underpaid wages.

2 b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for
3 relief associated with Plaintiff's prosecution of this cause of action under California
4 Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not
5 paying Plaintiff for her overtime hours worked and for all hours worked.

6 c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's
7 fees for relief associated with Plaintiff's prosecution of this cause of action under
8 California Labor Code Sections 200, et seq.
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10 70. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under
11 the statutes, regulations, and wage orders alleged in this cause of action along with any
12 allowable interest, penalties, attorney's fees, and costs according to proof at trial.

13 71. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs on
14 attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.
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16 **EIGHTH CAUSE OF ACTION**

17 **FAILURE TO GIVE REST BREAKS**

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

19 72. Plaintiff re-alleges and incorporates by reference each and every allegation in
20 paragraphs 1 through 71, inclusive, of this Complaint as though fully set forth herein.
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22 73. Plaintiff brings this cause of action under the following laws, for the following reasons:

23 a. Title 8 of the California Code of Regulations Section 11160(11)(A), which
24 provides that every employer shall authorize and permit all employees to take
25 rest periods, which insofar as practicable shall be in the middle of each work
26 period. The authorized rest period time shall be based on the total hours worked
27 daily at the rate of ten (10) minutes net rest time per four (4) hours or major
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fraction thereof;

- b. Title 8 of the California Code of Regulations Section 11160(11)(B), which provides that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;
- c. Title 8 of the California Code of Regulations section 11160(18)(A), 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
- d. California Labor Code Section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the IWC, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the IWC, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

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

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

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

3 **NINTH CAUSE OF ACTION**

4 **FAILURE TO GIVE MEAL BREAKS**

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

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

8 78. Plaintiff brings this cause of action under the following laws, for the following reasons:

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- 10 a. California Labor Code section 512(a), which requires that employees be given a
11 30-minute uninterrupted meal break after five (5) hours of work, and a second
12 uninterrupted meal break after ten (10) hours of work;
- 13 b. California Labor Code section 226.7, which states that (a) no employer shall
14 require any employee to work during any meal period mandated by an
15 applicable order of the Industrial Welfare Commission, and (b) if any employer
16 fails to provide an employee a meal period in accordance with an applicable
17 order of the Industrial Welfare Commission, the employer shall pay the
18 employee one (1) additional hour of pay at the employee's regular rate of
19 compensation for each workday that the meal period is not provided;
- 20 c. California Industrial Welfare Commission Order 16 section 10(B), as codified
21 under Title 8 of the California Code of Regulations Section 11160, which state
22 that if an employer fails to provide an employee a meal period in accordance
23 with the applicable provisions of the Wage Order, the employer shall pay the
24 employee one (1) hour of pay at the employee's regular rate of compensation
25 for each workday that the meal period is not provided;
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- 1 d. California Industrial Welfare Commission Wage Order No. 16 Section 6(A)(3),
2 as codified under Title 8 of the California Code of Regulations Section 11160,
3 which require an employer to maintain records documenting its employees'
4 meal periods;
- 5 e. California Industrial Welfare Commission wage order No. 16 Section 18(A), as
6 codified under California Code of Regulations Section 11160, which penalizes
7 the employer \$50.00 for each initial violation, per employee, of any provision of
8 the Wage Order, and \$100.00 for each additional violation thereafter per
9 employee; and
- 10 f. California Labor Code section 1171 and 1173, which have given the California
11 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no.
12 16) as enforceable law.

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14 79. Plaintiff alleges that she was not authorized and permitted to take relieved meal breaks
15 after five (5) hours of work. Plaintiff further alleges that she was not authorized and permitted
16 to take a second relieved meal break after ten (10) hours of work, as required by California
17 law. California Labor Code section 512(a) and California Industrial Welfare Commission
18 Order No. 16, as codified under California Code of Regulations Sections 11160 et. seq., require
19 that employees receive uninterrupted meal periods every five (5) hours of consecutive work,
20 and that the meal period be at least 30 minutes in length, wherein employee is relieved of all
21 work duty. California Labor Code section 226.7 provides that employers may not require their
22 employees to work through their meal periods. California Labor Code section 226.7 and
23 California Code of Regulations section 11160 require that if the employer fails to provide the
24 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour
25 of pay for each work day that the meal period is not given.
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1 80. Under this cause of action, Plaintiff prays for wages due to her under the statutes,
2 regulations, and wage orders alleged in this cause of action along with any allowable interest,
3 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
4 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

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

7 82. 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.
10

11 **TENTH CAUSE OF ACTION**

12 **FAILURE TO MAINTAIN ACCURATE RECORDS**

13 **(California Labor Code Section 1174(d))**

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

15 83. Plaintiff re-alleges and incorporates by reference each and every allegation in
16 paragraphs 1 through 82, inclusive, of this Complaint as though fully set forth herein.

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

20 85. Additionally, the "Records" section of the applicable IWC Wage Order obligates the
21 employer, including Defendants, to keep accurate information with respect to each one of their
22 employees including, but not limited to, the total wages paid each payroll period, and time
23 records showing when the employee begins and ends each work period, meal periods, split
24 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and
25 the applicable rates of pay.

26 86. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails
27 to maintain accurate and complete records required by Labor Code section 1174(d) is subject
28

1 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate
2 records regarding Plaintiff's, including the applicable rates of pay and total wages earned for
3 the payroll period.

4 87. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
5 continue to suffer substantial losses related to Defendants' failure to record and maintain
6 records of meal periods and time records/rates of pay.

7 88. Plaintiff seeks all available remedies for Defendants' violations including, but not
8 limited to penalties, and costs to the extent permitted by law.

9
10 **ELEVENTH CAUSE OF ACTION**

11 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

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

13 89. Plaintiff re-alleges and incorporates by reference each and every allegation in
14 paragraphs 1 through 88, inclusive, of this Complaint as though fully set forth herein.

15 90. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
16 employee for all necessary expenditures or losses incurred by the employee in direct
17 consequence of the discharge of his or her duties."

18 91. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
19 their duties for Defendant, Plaintiff incurred reasonable and necessary expenses in the course
20 of completing his job duties, which were not reimbursed by Defendants. These expenses
21 include, but are not limited to, , use of personal cell phones for work purposes, use of personal
22 vehicles for work purposes, and buying products to use for work purposes.

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

25
26 **TWELFTH CAUSE OF ACTION**

27 **PRIVATE ATTORNEYS GENERAL ACT**

Individual and Representative Claim for PAGA penalties under California Labor Code 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 and provisions of Wage Order no. 16)

(Plaintiff against all named defendants and all DOE defendants)

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

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

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

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

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

98. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged violator and had one or more of the alleged violations committed against her, and therefore is properly suited to represent the interests of other current and former hourly, non-exempt employees who worked for Defendant in the State of California during the applicable PAGA period.

99. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks

1 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
2 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

3 100. Plaintiff therefore has exhausted all administrative remedies required of her under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendants' violations of the
6 Labor Code.

7 101. California Labor Code section 2699 et seq. imposes penalties upon culpable
8 Defendants for violating the Labor Code.

9 102. California Labor Code section 558 establishes a civil penalty as follows: Any
10 employer or other person action on behalf of an employer who violates, or causes to be
11 violated, a section of this chapter or any provision regulating hours and days of work in any
12 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
13 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid... (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid
16 employee for each pay period for which the employee was underpaid...

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

21 104. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
22 the following:

23 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
24 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1198, and 2802
25 via 2698 and 2699 and any other Labor Codes and provisions of the Industrial Welfare
26 Commission Wage Order no. 16 violated based on the facts alleged in this Complaint.

27 105. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
28 costs, civil penalties, and wages on behalf of Plaintiff and other current and former aggrieved

1 employees as alleged herein in an amount to be shown according to proof at trial and within the
2 jurisdictional limits of this Court.

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6 **THIRTEENTH CAUSE OF ACTION**

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

8 **(Plaintiff against corporate Defendant Maynard Construction Services, Inc. and all DOE**
9 **defendants)**

10 106. Plaintiff re-alleges and incorporates by reference each and every allegation in
11 paragraphs 1 through 105, inclusive, of this Complaint as though fully set forth herein.

12 107. By virtue of this foregoing statutes, regulations, and laws, the acts of Defendant
13 MAYNARD CONSTRUCTION SERVICES, INC. constitutes unfair and unlawful business
14 practices under California Business and Professions Code Section 17200, et seq.

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

18 109. For the four (4) years preceding the filing of this action, Plaintiff has suffered damages
19 and requests damages and/or restitution of all monies and profits to be disgorged from
20 Defendant MAYNARD CONSTRUCTION SERVICES, INC. in an amount according to proof
21 at time of trial, but in excess of the jurisdiction of this Court.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
24 follows:

- 25 1. For compensatory damages, according to proof;
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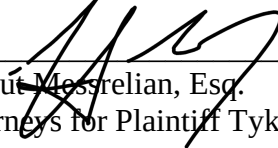
2. For special and consequential damages to the extent allowed by law;
3. For restitution and disgorgement for all unfair business practices by Defendant Maynard Construction Services, Inc. against Plaintiff in an amount according to proof;
4. For an order enjoining Defendant Maynard Construction Services, Inc. from further unfair and unlawful business practices in violation of Business and Professions Code section 17200, et seq.;
5. For damages and penalties against Defendants under Labor Code section 226 for Plaintiff in an amount subject to proof at trial;
6. For damages and penalties pursuant to Labor Code section 203 against Defendants in an amount subject to proof at trial;
7. 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;
8. 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;
9. For the imposition of civil penalties and/or statutory penalties;
10. Reasonable attorney's fees where available by law, including but not limited to, pursuant to Labor Code section 2698 et seq., Code of Civil Procedure section 1021.5, and/or other applicable laws, and the California Labor Code generally; and
11. 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.
12. 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.
13. Costs and expenses of suit incurred herein;

1 14. For all interest as allowed by law;

2 15. For such other and further relief as the Court deems just and proper.

3 DATED: April 4, 2022

MESSRELIAN LAW INC.

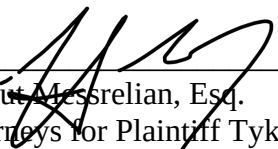
4 By 
5 Harout Messrelian, Esq.
6 Attorneys for Plaintiff Tykesha Jackson

7 **DEMAND FOR JURY TRIAL**

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

9
10 DATED: April 4, 2022

MESSRELIAN LAW INC.

11 By 
12 Harout Messrelian, Esq.
13 Attorneys for Plaintiff Tykesha Jackson
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