

Jonathan M. Genish (CA State Bar No. 259031)
jgenish@blackstonepc.com
Jill J. Parker (CA State Bar No. 274230)
jparker@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Assigned for all Purposes
Judge William Claster
CX-104

Attorneys for Plaintiff JOSE LUIS PARADA GEORGE

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

JOSE LUIS PARADA GEORGE, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

MAIN ELECTRIC SUPPLY COMPANY, LLC,
a California limited liability company; and DOES
1 through 25, inclusive.

Defendants.

Case No. 30-2021-01220136-CU-OE-CXC

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

COMES NOW, Plaintiff JOSE LUIS PARADA GEORGE (“Plaintiff”), individually and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”) to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from August 17, 2020 to final judgment (the “Aggrieved Employees”).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, regularly conduct business in California, and/or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Orange.

THE PARTIES

5. Plaintiff is an individual who resides in Los Angeles County, California.

6. At all times herein mentioned, Defendant MAIN ELECTRIC SUPPLY COMPANY, LLC was and is, upon information and belief, a California limited liability corporation with its principal place of business in the County of Orange and an employer whose employees are engaged throughout the State of California.

7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

1 8. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
2 acts and omissions alleged herein were performed by, or are attributable to MAIN ELECTRIC
3 SUPPLY COMPANY, LLC and/or DOES 1 through 25 (collectively “Defendants”), each acting as
4 the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other
5 co-Defendants and within the course and scope of such agency, employment, joint venture, or
6 concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
7 represent and were in accordance with Defendants’ official policy.

8 9. At all relevant times, Defendants were the employer of Plaintiff within the meaning of
9 all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
10 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
11 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

12 10. Defendants had the authority to hire and terminate Plaintiff and the other Aggrieved
13 Employees, to set work rules and conditions governing Plaintiff and the other Aggrieved Employees’
14 employment, and to supervise their daily employment activities.

15 11. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
16 and the other Aggrieved Employees’ employment for them to be joint employers of Plaintiff and the
17 other Aggrieved Employees.

18 12. Defendants directly hired and paid wages and benefits to Plaintiff and the other
19 Aggrieved Employees.

20 13. Defendants continue to employ hourly paid and/or non-exempt employees within the
21 State of California.

22 14. At all relevant times, Defendants, and each of them, ratified each and every act or
23 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
24 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
25 alleged.

26 15. Plaintiff is informed and believes, and based thereon alleges, that each of said
27 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
28 omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

16. Defendants are an electrical supply distributor based in Southern California. According to Defendants' website, they are the forty-second largest distributor in the United States and the largest independent distributor in the State of California, with fourteen locations in the State.

17. Plaintiff began working for Defendants on or about August 1, 2018 as an hourly-paid, non-exempt truck driver. As a driver, Plaintiff's responsibilities included working in Defendants' warehouse and delivering orders to customers.

18. Plaintiff and the other Aggrieved Employees were required to work without pay, and miss, take late, shorten, and/or interrupt their meal and/or rest periods in order to fulfill Defendants' orders in a timely manner. By way of example, Defendants offered their customers deliveries by a guaranteed time, which required Plaintiff and the other Aggrieved Employees to continue working through their meal and rest periods in order to ensure deliveries were made on time.

19. Plaintiff and the other Aggrieved Employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive certain wages for overtime compensation and that Plaintiff and the other Aggrieved Employees did not receive certain wages for overtime compensation.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive at least minimum wages for hours worked and that Plaintiff and the other Aggrieved Employees did not receive minimum wages for all hours worked.

22. Plaintiff is informed and believes, and based thereon allege, that Defendants knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all meal periods or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of more than five hours per day; that Plaintiff and the other Aggrieved Employees did not receive all of the meal periods to which they were entitled; and that Plaintiff and the other

1 Aggrieved Employees did not receive payment of one (1) additional hour of pay at their regular rate
2 of compensation on each occasion when a meal period was missed, shortened, taken late, and/or
3 interrupted.

4 23. Plaintiff is informed and believes, and based thereon allege, that Defendants knew or
5 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all meal
6 periods or payment of one (1) additional hour of pay at their regular rate of compensation on occasions
7 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
8 minutes for a work period of more than ten (10) hours per day; that Plaintiff and the other Aggrieved
9 Employees did not receive all of the second meal periods to which they were entitled; and that Plaintiff
10 and the other Aggrieved Employees did not receive payment of one (1) additional hour of pay at their
11 regular rate of compensation on each occasion when a second meal period was missed, shortened,
12 taken late, and/or interrupted.

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the other Aggrieved Employees were entitled to receive all rest
15 periods or payment of one (1) additional hour of pay at their regular rate of compensation on occasions
16 when they were not provided with an uninterrupted rest period of no less than ten (10) minutes for
17 every four hours, or major fraction thereof, worked; that Plaintiff and the other Aggrieved Employees
18 did not receive all rest periods to which they were entitled; and that Plaintiff and the other Aggrieved
19 Employees did not receive payment of one (1) additional hour of pay at their regular rate of
20 compensation on each occasion when a rest period was missed, shortened, taken late, and/or
21 interrupted.

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive
24 complete and accurate itemized wage statements in accordance with California law, but, in fact, they
25 did not receive complete and accurate itemized wage statements from Defendants.

26 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that the Aggrieved Employees were entitled to receive all wages owed to
28 them upon discharge or resignation, including overtime wages, minimum wages, meal period

premium wages, and rest period premium wages, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to timely payment of wages during their employment. In violation of the California Labor Code, Plaintiff and the other Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within permissible time periods.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and the other Aggrieved Employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that they were required to indemnify Plaintiff and the other Aggrieved Employees for all necessary business expenses that they incurred in direct consequence of the discharge of their job duties or in direct consequence of their obedience to the directions of the employer, but failed to do so.

30. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

PAGA ALLEGATIONS

31. At all times set forth herein, the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) was applicable to Plaintiff’s employment by Defendants.

32. At all times set forth herein, PAGA has provided that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”) for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees

1 pursuant to procedures outlined in California Labor Code section 2699.3.

2 33. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
3 any person that was employed by the alleged violator and against whom one or more of the alleged
4 violations was committed.

5 34. Plaintiff was employed by Defendants and the alleged violations were committed
6 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
7 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
8 in that they are former employees of Defendants and one of more of the alleged violations were
9 committed against them.

10 35. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
11 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
12 have been met:

13 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
14 “Employee’s Notice”) to the LWDA and the employer of the specific provisions
15 of the Labor Code alleged to have been violated, including the facts and theories
16 to support the alleged violations.

17 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer
18 and the aggrieved employee by certified mail that it does not intend to investigate
19 the alleged violation within sixty (60) calendar days of the postmark date of the
20 Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is
21 not provided within sixty-five (65) calendar days of the postmark date of the
22 Employee’s Notice, the aggrieved employee may commence a civil action
23 pursuant to California Labor Code section 2699 to recover civil penalties in
24 addition to any other penalties to which the employee may be entitled.

25 36. On August 17, 2021, Plaintiff provided notice by electronic submission to the LWDA
26 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
27 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
28 Code section 2699.3.

37. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 will have been satisfied upon expiration of the sixty-five (65) days from the date of the submission of Plaintiff's notice.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 2698 et seq.

(Against MAIN ELECTRIC SUPPLY COMPANY, LLC and DOES 1-25)

38. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

39. PAGA expressly establishes that any provision of the California labor Code which 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 a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

40. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

41. Plaintiff and the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all former employees of Defendants, and one or more of the alleged violations were committed against them.

42. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;
- (b) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages, as set forth more fully below;
- (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide

meal periods, as set forth more fully below;

(d) Violation of California Labor Code section 226.7 for failure to provide rest periods, as set forth more fully below;

(e) Violation of California Labor Code section 204 for failure to timely pay wages during employment, as set forth more fully below;

(f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages due at time of discharge from employment to Plaintiff and other aggrieved employees, as set forth more fully below;

(g) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records, as set forth more fully below;

(h) Violation of California Labor Code section 226(a) for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees, as set forth more fully below; and

(i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse necessary business expenses, as set forth more fully below.

43. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of their attorneys' fees and costs.

Failure to Pay Minimum Wages

44. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed

1 is unlawful. Plaintiff and the other Aggrieved Employees were not paid the appropriate minimum
2 wage for all of the hours they worked. Plaintiff and the other Aggrieved Employees were required to
3 perform work duties off-the-clock including, but not limited to, answering calls from supervisors and
4 fulfilling orders for guaranteed stops (clients who were given a guaranteed delivery time). The wages
5 paid to Plaintiff and the other Aggrieved Employees were not sufficient to compensate them for all
6 hours they worked at a minimum wage rate on a cumulative basis. Accordingly, Defendants regularly
7 failed to pay at least minimum wages to Plaintiff and the other Aggrieved Employees for all hours
8 worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

9 **Failure to Pay Overtime Wages**

10 45. California Labor Code section 1198 and the applicable Industrial Welfare Commission
11 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
12 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
13 number of hours worked by the person on a daily or weekly basis.

14 46. Specifically, the applicable IWC Wage Order provides that Defendants are and were
15 required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more
16 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-
17 half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
18 workweek.

19 47. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiff and the Aggrieved Employees employed by Defendants, and working more
21 than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of
22 pay.

23 48. California Labor Code section 510 codifies the right to overtime compensation at one-
24 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
25 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
26 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
27 in a day or in excess of eight (8) hours in a day on the seventh day of work.

28 49. During the relevant time period, Plaintiff and the Aggrieved Employees regularly

1 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess
2 of forty (40) hours in a week without overtime compensation because Defendants failed to pay them
3 for off-the-clock work.

4 50. In addition, during the relevant time period, Defendants failed to correctly calculate the
5 regular rate of pay for purposes of overtime compensation. Defendants failed to include non-
6 discretionary incentives, bonuses, and commissions in Plaintiff and the other Aggrieved Employees'
7 regular rate of pay for purposes of overtime compensation.

8 51. Therefore, Plaintiff and the Aggrieved Employees were entitled to receive certain
9 wages for overtime compensation, but were not paid at the correct overtime rate of pay for all overtime
10 hours worked.

11 52. Defendants' failure to pay Plaintiff and the Aggrieved Employees the unpaid balance
12 of overtime compensation, as required by California law, violates the provisions of California Labor
13 Code sections 510 and 1198, and is therefore unlawful.

14 **Failure to Provide Meal Periods**

15 53. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
16 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Aggrieved Employees'
17 employment by Defendants and each of them.

18 54. At all relevant times herein set forth, California Labor Code section 226.7 provides that
19 no employer shall require an employee to work during any meal period mandated by an applicable
20 IWC Order.

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

26 56. At all relevant times, the applicable IWC Wage Order and California Labor Code
27 section 512(a) further provide that an employer may not require, cause or permit an employee to work
28 for a work period of more than ten (10) hours per day without providing the employee with a second

uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

57. During the relevant time period, Plaintiff and other Aggrieved Employees scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

58. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

59. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

60. During the relevant time period, Plaintiff and the other Aggrieved Employees, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

61. During the relevant time period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and the Aggrieved Employees for work performed during meal periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff could take compliant meal breaks.

62. At all relevant times, the applicable IWC Wage Order and California Labor Code section 226.7 have required an employer that fails to provide an employee with a meal period in accordance with state law to pay the employee one additional hour of pay at the employee's regular rate of compensation, which includes all non-discretionary payments for work performed by the

employee, for each workday that the meal period is not provided.

63. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period premiums due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely, uninterrupted meal period of at least thirty (30) minutes was not provided. On those occasions when a meal period premium was paid, Defendants failed to include all nondiscretionary payments for work performed by the employee in the regular rate of compensation.

64. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and other Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at the employee's regular hourly rate of compensation for each work day that the meal period was not provided.

65. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

66. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the Aggrieved Employees' employment by Defendants.

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

68. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

69. During the relevant time period, Defendants required Plaintiff and the Aggrieved Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof worked. During the relevant time period, Defendants willfully required Plaintiff and the other Aggrieved Employees to work during rest

1 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
2 could take compliant rest breaks. As a result, Plaintiff worked through mandated rest periods.

3 70. At all relevant times, the applicable IWC Wage Order and California Labor Code
4 section 226.7 have required an employer that fails to provide an employee with a rest period in
5 accordance with state law to pay the employee one additional hour of pay at the employee's regular
6 rate of compensation, which includes all non-discretionary payments for worked performed by the
7 employee, for each workday that the rest period is not provided.

8 71. Defendants failed to pay Plaintiff and the Aggrieved Employees all of the full rest-
9 period premiums due in violation of California Labor Code sections 226.7 and 512 on each occasion
10 when a timely, uninterrupted rest period of at least ten (10) minutes was not provided.

11 72. Pursuant to the applicable IWC Wage Order and California Labor Code section
12 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
13 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
14 the rest period was not provided.

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

17 **Failure to Timely Pay Wages During Employment**

18 74. At all relevant times herein set forth, California Labor Code section 204 has provided
19 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
20 any calendar month, other than those wages due upon termination of an employee, are due and payable
21 between the 16th and the 26th day of the month during which the labor was performed.

22 75. At all times herein set forth, California Labor Code section 204 has provided that all
23 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
24 calendar month, other than those wages due upon termination of an employee, are due and payable
25 between the 1st and the 10th day of the following month.

26 76. At all times herein set forth, California Labor Code section 204 has provided that all
27 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
28 the next regular payroll period.

1 77. During the relevant time period, Defendants intentionally and willfully failed to pay
2 Plaintiff and the other Aggrieved Employees all wages due to them, within any time period permissible
3 under California Labor Code section 204, including wages for minimum wage compensation, overtime
4 compensation, meal period premiums, and rest period premiums.

5 **Failure to Timely Pay Wages Upon Termination of Employment**

6 78. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
7 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
8 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
9 at the time of discharge are due and payable immediately. California Labor Code section 202
10 mandates that if an employee quits, his or her wages shall become due and payable not later than
11 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his
12 or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

13 79. California Labor Code section 203 provides that if an employer willfully fails to pay,
14 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
15 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
16 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
17 continue for more than thirty (30) days.

18 80. Defendants knowingly and willfully failed to issue the Aggrieved Employees whose
19 employment has ended their final pay within the time limits prescribed by Labor Code sections 201
20 and 202. At the time these Aggrieved Employees' employment with Defendants ended, Defendants
21 knowingly and willfully failed to pay these Aggrieved Employees all wages owed to them pursuant to
22 California Labor Code sections 201 and 202, including, without limitation, minimum wages, overtime
23 wages, meal period premium wages, and rest period premium wages.

24 **Failure to Keep Accurate and Complete Payroll Records**

25 81. At all relevant times set forth herein, California Labor Code section 1174(d) has
26 required an employer to keep, at a central location in the state or at the plants or establishments at
27 which employees are employed, payroll records showing the hours worked daily by and the wages
28 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments. These records shall be kept in accordance with
2 rules established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 82. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the other
6 Aggrieved Employees.

7 83. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
8 and the other Aggrieved Employees have suffered injury and damage to their statutorily-protected
9 rights.

10 84. More specifically, Plaintiff and the other Aggrieved Employees have been injured by
11 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
12 were denied both their legal right and protected interest, in having available, accurate and complete
13 payroll records pursuant to California Labor Code section 1174(d).

14 **Failure to Provide Accurate Itemized Wage Statements**

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

28 86. Defendants failed to provide wage statements to Plaintiff and the other Aggrieved

1 Employees stating all total hours worked by the employee during the pay period for which they were
2 being paid at the correct hourly rates of pay, meal period premium wages, and rest period premium
3 wages.

4 **Failure to Reimburse Necessary Business Expenses**

5 87. At all relevant times set forth herein, California Labor Code sections 2800 and 2802
6 have required that an employer reimburse its employees for all necessary expenditures incurred by the
7 employee in direct consequence of the discharge of his or her job duties or in direct consequence of
8 his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

9 88. Plaintiff and the other Aggrieved Employees incurred necessary business-related
10 expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, safety
11 shoes.

12 **PRAYER FOR RELIEF**

13 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

14 1. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f),
15 and (g), plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 204,
16 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

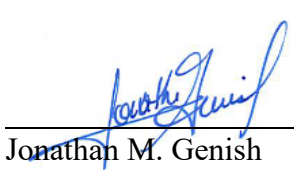
17 2. For such other and further relief as the Court may deem proper.

18 Respectfully Submitted,

19 Dated: September 7, 2021

BLACKSTONE LAW, APC

20
21 By:


Jonathan M. Genish

Attorneys for Plaintiff JOSE LUIS PARADA
GEORGE