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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

11 JUAN DANIEL ADAME GAMINO, an
12 individual, on behalf of himself and all other
13 aggrieved employees,

14 Plaintiff,

15 vs.

16 EMPIE, INC., a California corporation, doing
17 business as EMPIREWORKS
18 RECONSTRUCTION AND PAINTING; MJP
19 EMPIRE, INC., a California corporation; and
20 DOES 1 through 100 inclusive,

21 Defendants.
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Case No. **21STCV38638**

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, *ET*
SEQ.)**

1 Plaintiff JUAN DANIEL ADAME GAMINO (“Plaintiff”), individually and on behalf of other
2 aggrieved employees, hereby brings this representative action Complaint pursuant to the Private
3 Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*, against
4 Defendants EMPIE, INC., a California corporation, doing business as EMPIREWORKS
5 RECONSTRUCTION AND PAINTING; MJP EMPIRE, INC., a California corporation; and DOES
6 1 through 100 inclusive (collectively “Defendants”), and allege as follows:

7 **INTRODUCTION**

8 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
9 brought by Plaintiff on behalf of himself, and all current and former employees of Defendants
10 employed in California during the PAGA Period (collectively the “Aggrieved Employees”). The term
11 PAGA Period is defined as one year prior to the submission of Plaintiff’s notice of California Labor
12 Code (“Labor Code”) violations to the Labor and Workforce Development Agency (“LWDA”) and
13 certified mail to Defendants until resolution.

14 2. Plaintiff is informed and believes, and thereon alleges, that Defendants provide
15 professional reconstruction, painting, and construction defect services for homeowners associations,
16 property managers, building owners, and cap-ex managers throughout California.

17 3. Plaintiff is informed and believes, and thereon alleges, that Defendants maintain at least
18 six California offices located at:

- 19 (a) 1682 Langley Avenue, Irvine, California 92614;
- 20 (b) 322 West Betteravia, Santa Maria, California 93455;
- 21 (c) 840 Williams Street, San Leandro, California 94577;
- 22 (d) 77622 Country Club Drive, Suite R, Palm Desert, California 92211;
- 23 (e) 43218 Business Park Drive Suite 102 Temecula, California 92590; and
- 24 (f) 9938 Prospect Avenue, Suite 144, Santee, California 92071.

25 4. Plaintiff and Aggrieved Employees were employed by Defendants and performed work
26 for Defendants at Defendants’ offices and reconstruction, painting, and construction defect project
27 sites throughout California during the PAGA Period.

28 5. Through this action, Plaintiff is alleging that Defendants have engaged in a systematic

1 pattern of wage and hour violations under the Labor Code.

2 6. Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period,
3 Defendants had a consistent policy of violating state wage and hour laws by, among other things:
4 failing to pay all wages (including minimum, regular, and overtime wages), failing to provide meal
5 and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon separation
6 of employment, failing to provide accurate itemized wage statements, failing to maintain accurate
7 records of hours worked, and failing to reimburse business expenses.

8 7. Plaintiff's representative PAGA action is brought under, *inter alia*, the California
9 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California
10 Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code
11 Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 1102.5, 1174, 1174.5, 1194, 1197,
12 1197.1, 1198, 2800, and 2802.

13 8. Plaintiff brings this representative action seeking monetary relief against Defendants
14 on behalf of himself and other Aggrieved Employees to recover, among other things, penalties,
15 attorneys' fees, and costs pursuant to Labor Code Sections 1194.2 and 2698, *et seq.*

16 **JURISDICTION AND VENUE**

17 9. This Court has jurisdiction over all causes of action asserted herein pursuant to the
18 California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction
19 in all cases except those given to other trial courts. All claims alleged herein arise under California
20 law for which Plaintiff seeks relief authorized by California law. Further, this is a representative PAGA
21 action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceed
22 the minimal jurisdictional limits of the Superior Court and will be established according to proof at
23 trial.

24 10. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
25 California, a corporation or association organized under the laws of the State of California, an
26 association authorized to do business in California and registered with the California Secretary of
27 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
28 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing

1 and distribution of its products and/or services in California to render the exercise of jurisdiction by
2 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
3 jurisdictional threshold for diversity jurisdiction in federal court.

4 11. Venue in Los Angeles County is proper under California Business & Professions Code
5 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
6 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
7 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
8 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
9 offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction
10 of this Court.

11 **PARTIES**

12 12. Plaintiff Juan Daniel Adame Gamino is an individual residing in Orange County,
13 California. Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period
14 and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.
15 Plaintiff's job duties consisted of, *inter alia*, general labor, picking up materials and other supplies,
16 including but not limited to paint, and delivering said materials and supplies to jobsites, painting,
17 spraying, performing managerial tasks such as operating the computer, assisting with hiring
18 employees, and taking over the duties of his supervisor when necessary.

19 13. Plaintiff is informed and believes, and thereon alleges, that Defendant EMPIE, INC., a
20 California corporation, doing business as EMPIREWORKS RECONSTRUCTION AND PAINTING
21 ("EMPIE") maintains at least six offices throughout California. Plaintiff is informed and believes, and
22 thereon alleges, that at all relevant times EMPIE was and is a California corporation doing business in
23 the State of California. EMPIE regularly conducts business within the State of California and derives
24 substantial revenues from services performed in California. EMPIE is, and at all relevant times was,
25 an employer subject to California state wage and hour laws. Plaintiff is informed and believes, and
26 thereon alleges, that the practices and policies of EMPIE that are complained of by way of this
27 Complaint were implemented during the PAGA Period. Plaintiff is informed and believes, and thereon
28 alleges, that Plaintiff performed work at EMPIE's offices and reconstruction, painting, and

1 construction defect project sites throughout California during the PAGA Period.

2 14. Plaintiff is informed and believes, and thereon alleges, that Defendant MJP EMPIRE,
3 INC., a California corporation (“MJP”) maintains at least six offices throughout California. Plaintiff
4 is informed and believes, and thereon alleges, that at all relevant times MJP was and is a California
5 corporation doing business in the State of California. MJP regularly conducts business within the State
6 of California and derives substantial revenues from services performed in California. MJP is, and at
7 all relevant times was, an employer subject to California state wage and hour laws. Plaintiff is informed
8 and believes, and thereon alleges, that the practices and policies of MJP that are complained of by way
9 of this Complaint were implemented during the PAGA Period. Plaintiff is informed and believes, and
10 thereon alleges, that Plaintiff performed work at MJP’s offices and reconstruction, painting, and
11 construction defect project sites throughout California during the PAGA Period.

12 15. Defendants continue to employ non-exempt employees within California.

13 16. Plaintiff is unaware of the true names and capacities of those Defendants identified as
14 DOES 1 through 100. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is informed
15 and believes, and thereon alleges, that at all relevant times each DOE Defendant was a parent, sister,
16 or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each
17 related entity, and was acting with the knowledge and authorization of each of the other Defendants.
18 Plaintiff will seek to amend this Complaint to allege the true names and capacities of each DOE
19 Defendant when their names have been ascertained and identified. Plaintiff is informed and believes,
20 and thereon alleges, that each of the Defendants sued as DOES 1 through 100 participated in, received
21 the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and
22 some portion of the damages alleged herein.

23 17. Plaintiff is informed and believes, and thereon allege, that at all times material hereto,
24 each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried
25 out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
26 Defendant are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted
27 as the employer and/or joint employer of Plaintiff and the Aggrieved Employees.

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18. Plaintiff is informed and believes, and thereon alleges, that Defendants, each and all of them, at all times material hereto, were the joint employers, parent companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause of Plaintiff's and Aggrieved Employees' damages as herein alleged.

19. Plaintiff is informed and believes, and thereon alleges, that there exists a unity of interest in ownership between Defendants and DOES 1 through 100, inclusive, such that any individuality and separateness between the individual and the corporation does not exist, as Defendants, and DOES 1 through 100, inclusive, are alter egos, in that: (a) Defendants are and at all times mentioned herein were mere shells, instrumentalities and conduits through which DOES 1 through 100, inclusive, carried out their business in the business name, exercising complete control and dominance over such business; (b) that Defendants were conceived, intended and used by DOES 1 through 100, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES 1 through 100, inclusive, and were without the financial solvency and responsibility required by law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 100, inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, Plaintiff is informed and believes, and thereon alleges, that there exists a principal-agency relationship between and among Defendants.

20. At all relevant times herein, Defendants were agents of each other and acting within the course and scope of their agency.

GENERAL ALLEGATIONS

21. At all relevant times herein, Defendants employed Plaintiff and other persons as non-exempt employees.

22. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were advised by skilled lawyers, employees and other professionals who were

1 knowledgeable about California wage and hour law, employment and personnel practices, and the
2 requirements of California.

3 23. Through this action, Plaintiff alleges Defendants have consistently maintained and
4 enforced against Plaintiff and Aggrieved Employees unlawful employment practices and policies
5 which violate the California Labor Code and IWC Wage Orders.

6 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
7 have known they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had
8 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do
9 so all in order to increase Defendants' profits.

10 25. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
11 knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least
12 minimum wages, wages at their regular rate of pay, and overtime wages, and that they were not
13 receiving minimum, regular, and overtime wages for all work that was required to be performed.
14 Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period, Plaintiff and
15 Aggrieved Employees regularly worked in excess of eight (8) and/or ten (10) hours per workday and/or
16 twelve (12) hours per workday and/or over forty (40) hours per workweek. In violation of the Labor
17 Code, Defendants failed to pay the minimum, regular, and overtime rate of pay to Plaintiff and other
18 Aggrieved Employees for all hours worked. For example, Defendants edited and rounded Plaintiff's
19 and the Aggrieved Employees' hours worked, including meal periods, thereby depriving them of work
20 performed before and after their scheduled shifts, and during meal periods. Defendants' rounding
21 policy and practice systematically undercompensated Plaintiff and the Aggrieved Employees and
22 favored the employer rather than the employee. Specifically, Defendants maintained a time clock
23 policy and procedure which cut or otherwise rounded Plaintiff's and Aggrieved Employees' hours
24 worked thereby depriving them of work performed before and after their scheduled shifts, including
25 donning and doffing time. Defendants' clock policy and procedure required that the foreman at
26 Defendants' project site clock in and out for Plaintiff and Aggrieved Employees instead of Plaintiff
27 and Aggrieved Employees clocking in and out for themselves. Defendants' clock policy and procedure
28 systematically undercompensated the Plaintiff and Aggrieved Employees and favored the employer

1 rather than the employees. For example, Defendants' clock policy and procedure deprived Plaintiff
2 and Aggrieved Employees of regular and overtimes wages for work they performed off the clock, such
3 as picking up and dropping off materials and supplies, answering phone calls, and running errands for
4 Defendants.

5 26. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
6 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
7 receive a timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or
8 payment of one additional hour of pay at their regular rate of pay when they did not receive a compliant
9 meal period. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved
10 Employees did not receive compliant meal periods due to Defendants' policies, workload, and
11 understaffing, among other things. Specifically, Plaintiff and other Aggrieved Employees were on-
12 duty during their meal periods and had their meal periods regularly interrupted or late due to work
13 demands. For example, Defendants' foremen at the jobsites would regularly interrupt Plaintiff's and
14 Aggrieved Employees' meal periods with work related tasks and restrict them to the worksite during
15 their meal periods. Defendants also unlawfully auto-deducted and/or rounded meal periods even when
16 meal periods were missed, short, or interrupted with work related tasks. For example, Plaintiff and
17 Aggrieved Employees would end their meal periods early (*i.e.*, less than 30 minutes), and return to
18 work. Defendants also failed to adopt and implement a policy authorizing a second 30-minute meal
19 period when Plaintiff and other Aggrieved Employees worked in excess of 10 hours per workday.
20 Defendants also failed to pay Plaintiff and Aggrieved Employees one additional hour of pay at their
21 regular rate of pay when Plaintiff and Aggrieved Employees did not receive a compliant meal period.

22 27. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
23 Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
24 receive a 10-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major
25 fraction thereof, or payment of one additional hour of pay at their regular rate of pay when they were
26 not permitted to take a compliant rest period. For example, Defendants provided two (2) 10-minute
27 rest periods but consolidated the rest breaks with the single 30-minute meal period to provide Plaintiff
28 and Aggrieved Employees with one (1) 60-minute break per shift. As such, Defendants failed to

1 provide rest breaks to Plaintiff and Aggrieved Employees. Further, to the extent a rest break was taken,
2 rest breaks were also regularly interrupted and/or shortened. Despite these violations, Defendants
3 failed to pay Plaintiff and Aggrieved Employees one additional hour of pay at their regular rate of pay
4 when they did not receive a compliant rest break.

5 28. **Unreimbursed Business Expenses:** Plaintiff is informed and believes, and thereon
6 alleges, that Defendants knew or should have known that Plaintiff and Aggrieved Employees were
7 entitled to reimbursement for their necessary work-related business expenses. In violation of the Labor
8 Code and IWC Wage Orders, Plaintiff and Aggrieved Employees incurred out-of-pocket expenses to
9 perform their job duties without reimbursement, including (a) purchasing materials and/or supplies for
10 the project sites, (b) mileage and other related transportation expenses such as costs incurred by
11 Plaintiff and Aggrieved Employees to repair Defendants' vehicles, and (c) the cost to maintain
12 mandatory uniforms which became heavily soiled through manual labor and required separate washing
13 and/or maintenance. Despite these violations, Defendants failed to reimburse Plaintiff and Aggrieved
14 Employees a reasonable portion of these costs.

15 29. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
16 Defendants knew or should have known that Plaintiff and Aggrieved Employees who separated from
17 their employment with Defendants during the statutory period were entitled to timely payment of all
18 wages due. In violation of the Labor Code, Plaintiff and Aggrieved Employees did not receive payment
19 of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants'
20 failure to pay all wages, meal and rest period premiums, and reimburse expenses.

21 30. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges,
22 that Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to
23 receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
24 Plaintiff and Aggrieved Employees were not furnished with complete and accurate wage statements
25 that show all of the information required by Labor Code Section 226, including, but not limited to, the
26 gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay
27 period, the corresponding number of hours worked at each hourly rate, and the entity name(s).

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1 31. **Failure to Keep Accurate Records:** Plaintiff is informed and believe, and thereon
2 alleges, that Defendants knew or should have known that Defendants were required to keep accurate
3 records of the hours worked by Plaintiff and Aggrieved Employees. In violation of the California
4 Labor Code, Defendants failed to maintain accurate records of hours worked by Plaintiff and
5 Aggrieved Employees due to the unlawful practices mentioned above.

6 32. Plaintiff is informed, believes, and thereon allege that Defendants' actions as described
7 throughout this Complaint were willful.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

10 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

11 **(Against All Defendants)**

12 33. Plaintiff incorporates by reference all previous paragraphs of this Complaint as though
13 fully set forth herein.

14 34. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for
15 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
16 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
17 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
18 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

19 35. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
20 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to
21 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
22 after 65 days have passed without notice from the LWDA.

23 36. On August 11, 2021, Plaintiff gave written notice of the specified provisions alleged to
24 have been violated, including the facts and theories to support the alleged violations, as required by
25 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to
26 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.
27 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
28 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code

1 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of
2 himself and all other Aggrieved Employees under PAGA.

3 37. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
5 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
6 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
7 Defendants violated these provisions of the Labor Code.

8 38. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
9 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
10 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
11 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
12 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
13 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
14 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
15 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
16 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
17 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
18 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
19 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
20 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
21 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
22 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
23 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,
24 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

25 39. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
26 of an employer who violates, or causes to be violated, a section of this chapter or any provision
27 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
28 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid

1 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
2 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
3 employee was underpaid.”

4 40. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either
5 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
6 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
7 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
8 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
9 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
10 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
11 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

12 41. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
13 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
14 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
15 violation in a subsequent citation, for which the employer fails to provide the employee a wage
16 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
17 penalties provided for in this section are in addition to any other penalty provided by law.”

18 42. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
19 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
20 to employees.

21 43. Defendants’ conduct with respect to Plaintiff and the other Aggrieved Employees
22 violates numerous Labor Code Sections including, but not limited to, the following:

23 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197, 1197.1,
24 and 1198 for failure to timely pay all earned wages (including minimum, regular, and
25 overtime wages) owed to Plaintiff and other Aggrieved Employees during employment
26 and upon separation of employment as herein alleged;

27 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal periods to
28 Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed

meal periods as herein alleged;

(c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to Plaintiff and other Aggrieved Employees and failure to pay premium wages for missed rest periods as herein alleged;

(d) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other Aggrieved Employees as herein alleged;

(e) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain accurate records regarding the employment of Plaintiff and other Aggrieved Employees as herein alleged; and

(f) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse business expenses to Plaintiff and other Aggrieved Employees as herein alleged.

44. As set forth above, Defendants have violated numerous provisions of the Labor Code regulating hours and days of work as well as the IWC Wage Orders.

45. Plaintiff is an “aggrieved employee” because Plaintiff was employed by the alleged violators and had one or more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other Aggrieved Employees.

46. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited above.

47. Pursuant to California Labor Code Sections 2699(g) and 2802(c) and California Code of Civil Procedure Section 1021.5, Plaintiff is entitled to attorneys’ fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for judgment and the following specific relief against Defendants, jointly and severally, as follows:

1. For civil penalties against Defendants on behalf of Plaintiff and all Aggrieved Employees pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

1 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
2 pursuant to California Labor Code Sections 2699(g) and 2802(c), and California Code of Civil
3 Procedure Section 1021.5; and

4 3. For such other relief the Court deems just and proper.

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6 Dated: October 20, 2021

ALAMI LAW GROUP

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9 By: _____
David Alami

10 Attorneys for Plaintiff JUAN DANIEL ADAME
11 GAMINO
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