

Daniel J. Hyun (State Bar No. 309184)
dh@danielhyunlaw.com

LAW OFFICE OF DANIEL J. HYUN
1100 West Town and Country Road, Suite 1250
Orange, California 92868
Telephone: (949) 596-4782
Facsimile: (949) 528-2596

Attorneys for Plaintiff RICARDO AGUILAR VAZQUEZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

RICARDO AGUILAR VAZQUEZ, an
individual, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

GDT FRAMING, INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No. CVRI2104512

Assigned for All Purposes to:
Hon. Sunshine S. Sykes
Dept. 6

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violation of the Unfair Competition Law; and
8. Violation of the Private Attorneys General Act of 2004.

Action Filed: October 1, 2021
Trial Date: None Set

JURY TRIAL DEMANDED

1 Plaintiff RICARDO AGUILAR VAZQUEZ (“Plaintiff”), individually, and on behalf of all
2 others similarly situated, brings this First Amended Class and Representative Action Complaint
3 (“FAC”) against Defendants GDT FRAMING, INC., and DOES 1 through 50, inclusive (collectively,
4 “Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This proposed class action, pursuant to California Code of Civil Procedure section 382,
7 is brought by Plaintiff individually and on behalf of all current and former non-exempt employees
8 employed by Defendants in California during the Class Period (collectively the “Class” or “Class
9 Members”). The term Class Period is defined as four (4) years prior to the filing of this action to the
10 date of class certification.

11 2. This proposed class action seeks, *inter alia*, unpaid wages (including minimum,
12 regular, overtime, and double time wages), compensation for non-compliant meal periods and rest
13 breaks, waiting time penalties, itemized wage statement penalties, business expense reimbursements,
14 liquidated damages, interest, statutory and civil penalties, reasonable attorneys’ fees, and costs.
15 Plaintiff’s class action is brought under, *inter alia*, the California Industrial Welfare Commission
16 (“IWC”) Wage Orders and applicable provisions of the California Code of Regulations, California
17 Business & Professions Code sections 17200 *et seq.*, California Civil Code section 3289, California
18 Code of Civil Procedure section 1021.5, and California Labor Code (“Labor Code”) sections 201-204,
19 206, 210, 218.6, 226, 226.2, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
20 1197.1, 1198, 2800, and 2802.

21 3. Plaintiff also brings this representative action pursuant to the Private Attorneys General
22 Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf of himself
23 individually and other aggrieved employees who are and were employed by Defendants as non-exempt
24 employees throughout California during the PAGA Period. The term PAGA Period is defined as one
25 (1) year prior to Plaintiff’s notice of Labor Code violations to the Labor and Workforce Development
26 Agency (“LWDA”) and Defendants until judgment.

27 4. Under the California Unfair Competition Law, Business and Professions Code
28 sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute,

1 Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive relief, and
2 restitution of all benefits Defendants have received from their employees due to their unlawful
3 business practices, including but not limited to, their failure to timely provide minimum, regular,
4 overtime, and double time compensation due for all hours worked, failure to reimburse business
5 expenses, failure to provide compliant meal periods and rest breaks to their employees or
6 compensation in lieu thereof, and failure to provide accurate itemized wage statements.

7 **JURISDICTION AND VENUE**

8 5. This Court has jurisdiction over all causes of action asserted herein pursuant to the
9 California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction
10 in all cases except those given to other trial courts. All claims alleged herein arise under California
11 law for which Plaintiff seeks relief authorized by California law. Further, this is a class action pursuant
12 to California Code of Civil Procedure section 382 and representative action under PAGA. As such,
13 the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the
14 minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.
15 The Court also has jurisdiction over certain causes of action pursuant to California Business &
16 Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement
17 of this statute in any court of competent jurisdiction.

18 6. This Court has jurisdiction over all Defendants because each Defendant is a citizen of
19 California, a corporation or association organized under the laws of the State of California, an
20 association authorized to do business in California and registered with the California Secretary of
21 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
22 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
23 and distribution of its products and/or services in California to render the exercise of jurisdiction by
24 the California courts permissible.

25 7. Venue in Riverside County is proper under California Business & Professions Code
26 section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of
27 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
28 had and have ongoing projects in this County, Defendants conduct substantial business in this County,

1 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
2 offices, and/or have an agent or agents in this County. The relief requested is within the jurisdiction
3 of this Court.

4 **PARTIES**

5 8. Plaintiff is a California citizen. Defendants employed Plaintiff as a non-exempt
6 employee during the Class Period. Plaintiff's employment with Defendants ended within one (1) year
7 of the filing of this action. Plaintiff's job duties included, *inter alia*, laying out the inside and outside
8 walls of homes, drilling holes in plates, and cleaning up. Plaintiff worked at Defendants' jobsites
9 located throughout Riverside County and Southern California.

10 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
11 GDT FRAMING, INC. ("GDT") was and is a California corporation doing business in the State of
12 California, with its principal place of business in Riverside County. GDT is a construction company
13 that specializes in building single family residential and custom homes in southern California. Plaintiff
14 is further informed, believes and thereon alleges that, at all relevant times, GDT regularly conducted
15 and conducts business within the State of California and derives substantial revenues from services
16 performed in California. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
17 GDT was and is an employer subject to California state wage and hour laws.

18 10. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
19 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
20 whose employees were and are engaged throughout this County and the State of California.

21 11. Defendants continue to employ non-exempt employees within California.

22 12. Plaintiff is unaware of the true names and capacities of those defendants identified as
23 DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is informed,
24 believes and thereon alleges that at all relevant times each DOE defendant was a parent, sister, or
25 related corporate entity of defendants, or an owner, employee or agent of defendants, and each related
26 entity, and was acting with the knowledge and authorization of each of the other defendants. Plaintiff
27 will seek to amend this FAC to allege the true names and capacities of each DOE defendant when their
28 names have been ascertained and identified. Plaintiff is informed, believes and thereon alleges that

1 each of the defendants sued as DOES 1 through 50 participated in, received the benefit of, or was in
2 some way responsible for one or more of the wrongful acts and omissions and some portion of the
3 damages alleged herein.

4 13. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
5 defendant acted in all respects pertinent to this action as the agent of the other defendant, carried out
6 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the Class Members.

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

16 15. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
17 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
18 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
19 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
20 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
21 their business in the business name, exercising complete control and dominance over such business;
22 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
23 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were
24 without the financial solvency and responsibility required by law; and (3) that all of the assets of the
25 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
26 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
27 leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that
28 there exists a principal-agency relationship between and among Defendants.

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

3 **CLASS ALLEGATIONS AND FACTUAL BACKGROUND**

4 17. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this action
5 individually and as a class action on behalf of a proposed Class defined as follows:

6 Class

7 All current and former non-exempt employees employed by Defendants in the State of
8 California within four (4) years prior to the commencement of this action to the date of
9 class certification.

10 18. The Class is also comprised of the following Subclass:

11 Waiting Time Subclass

12 Those members of the Class who separated from their employment with Defendants
13 within three (3) years prior to the commencement of this action to the date of class
14 certification.

15 19. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and 3.765,
16 to amend or modify the respective definitions of the Class and/or Subclasses to provide greater
17 specificity and/or further division into subclasses or limitation to particular issues based on further
18 investigation and discovery.

19 20. This action is brought, and may properly be maintained, as a class action pursuant to
20 California Code of Civil Procedure section 382 because there is a well-defined community of interest
21 in the litigation, and the proposed class is easily ascertainable. This action presents questions of
22 common interest and satisfies the numerosity, commonality, typicality, adequacy, predominance, and
23 superiority requirements of this provision.

24 21. Through this action, Plaintiff alleges Defendants have consistently maintained and
25 enforced against Plaintiff and Class Members unlawful employment practices and policies which
26 violate the Labor Code and IWC Wage Orders.

27 22. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
28 Defendants failed to pay Plaintiff and Class Members minimum, regular, overtime, and/or double time

1 wages for all hours worked at the legally mandated rates. During the Class Period, Plaintiff and Class
2 Members regularly worked more than eight (8), 10, and/or 12 hours per workday and/or over 40 hours
3 per workweek. Defendants paid Plaintiff and Class Members on a piece rate basis but made it appear
4 as if they were paid an hourly wage on their wage statements. For example, Plaintiff was paid about
5 \$80 for each floor of a home that he plated, regardless of the time Plaintiff actually spent working.
6 Accordingly, the number of hours worked on Plaintiff's paystub did not reflect his actual hours
7 worked. In addition, Plaintiff and Class Members were not paid overtime or double time wages, and
8 were not compensated for travel time to and from worksites even if the worksite was farther than their
9 normal commute to Defendants' headquarters. Similarly, Plaintiff and Class Members were not
10 compensated for the time traveling from one worksite to another, even though they sometimes worked
11 at multiple worksites per workday. Further, Defendants failed to compensate piece rate employees
12 such as Plaintiff and Class Members for time spent during rest breaks, and for other non-productive
13 time such as cleaning their work area, purchasing tools and equipment, traveling between worksites,
14 and reviewing work assignments while they were off-duty. To the extent Defendants contend that
15 Plaintiff and Class Members were non-exempt hourly employees, Defendants failed to pay for any
16 overtime and double time hours worked at the proper rates, failed to record and properly pay for all
17 hours worked including off-the-clock work, and rounded their time worked, thereby depriving Plaintiff
18 and Class Members of compensation for time worked during their shifts. Defendants' rounding
19 practice systematically undercompensated Plaintiff and Class Members and favored Defendants rather
20 than the employees. As such, Defendants failed to pay Plaintiff and other Class Members minimum,
21 regular, overtime, and/or double time wages for all hours worked in violation of the Labor Code and
22 applicable IWC Wage Orders.

23 23. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
24 Defendants failed to provide timely off-duty 30-minute meal periods within the appropriate time
25 intervals to Plaintiff and other Class Members as required by Labor Code section 512 and section 11
26 of the applicable Wage Order. Specifically, Plaintiff and Class Members frequently had their meal
27 periods shortened, interrupted, late, and/or missed altogether due to Defendants' practice of
28 understaffing and prioritizing work demands over taking compliant breaks. For example, Plaintiff was

1 required to finish plating and framing his assigned home before the end of the workday. As such, he
2 was sometimes unable to take a meal period. In addition, Defendants failed to maintain records of
3 Plaintiff's and Class Members' meal periods since they did not clock in and out for lunch. Further, to
4 the extent Defendants contend that Plaintiff and Class Members received meal periods, Defendants
5 automatically deducted and rounded Plaintiff's and Class Members' meal periods, regardless of
6 whether or not Plaintiff and Class Members received compliant, 30-minute meal periods. Defendants
7 also failed to provide second meal periods when Plaintiff and Class Members worked over 10 hours
8 per workday. Despite the aforementioned meal period violations, Defendants failed to compensate
9 Plaintiff and Class Members with an additional hour of pay at their regular rate for every day in which
10 they suffered a meal period violation. Accordingly, Defendants failed to provide Plaintiff and Class
11 Members with timely, uninterrupted off-duty meal periods for at least 30 minutes when they worked
12 more than five (5) hours and/or 10 hours in a workday, and failed to compensate Plaintiff and Class
13 Members with an additional hour of pay at their regular rate of pay for every day in which they were
14 denied a compliant meal period in violation of the Labor Code and applicable IWC Wage Orders.

15 24. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
16 Defendants failed to authorize or permit ten-minute (10) rest periods for every four (4) hours worked
17 or major fraction thereof. Specifically, Plaintiff and Class Members regularly had their rest breaks
18 shortened, interrupted, and/or missed altogether due to Defendants' practices of understaffing,
19 prioritizing work demands over taking compliant breaks, and failing to implement a rest break policy.
20 For example, Defendants failed to provide paid rest breaks to piece rate employees such as Plaintiff
21 and Class Members, and they were not able to take rest breaks due to the requirement of finishing their
22 work on the home that they were plating and framing within one workday. Defendants also failed to
23 adopt and implement a practice of providing third rest breaks when Plaintiff and Class Members
24 worked over 10 hours per workday. Notwithstanding the above rest break violations, Defendants failed
25 to compensate Plaintiff and Class Members with an additional hour of pay at their regular rate for
26 every day in which they suffered a rest period violation. Accordingly, Defendants violated the Labor
27 Code and the applicable IWC Wage Orders.

28 25. Plaintiff is informed, believes, and thereon alleges that during the Class Period,

1 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
2 incurred for Defendants' benefit. For example, Defendants required Plaintiff and Class Members to
3 drive their personal vehicles to and from worksites and between multiple worksites in one workday,
4 without adequately reimbursing them for mileage and wear and tear on their vehicles. Additionally,
5 Defendants required Plaintiff and Class Members to purchase and maintain their own power tools and
6 equipment to perform their job duties such as drills, drill saws, batteries, hammers, saw plates, and
7 drill bits without reimbursement for the costs. In addition, Plaintiff and Class Members were required
8 to use their personal cellular phones for work purposes, such as communicating with Defendants'
9 supervisors, navigating to worksites (e.g., using GPS), and receiving work assignments without
10 reimbursement for a reasonable portion of their cellular phone bills. Accordingly, Defendants violated
11 the Labor Code and applicable IWC Wage Orders.

12 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
13 Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass
14 upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff and
15 Waiting Time Subclass Members were not paid all wages (including minimum, regular, overtime, and
16 double time wages), expense reimbursements, meal period premiums, and/or rest period premiums
17 within the required time period in violation of the Labor Code and applicable IWC Wage Orders.

18 27. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
19 Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements that
20 accurately reported, among other things, the gross and net wages earned, the total hours worked, all
21 applicable hourly rates in effect during the pay period, the corresponding number of hours worked at
22 each hourly rate, and the number of piece-rate units earned and any applicable piece rate. Further, the
23 wage statements provided by Defendants failed to include the total hours of compensable rest and
24 recovery periods and other nonproductive time, the rate of compensation, and the gross wages paid
25 for those rest periods and other nonproductive time during the pay period. As a result, Defendants
26 violated the requirements of the Labor Code and applicable IWC Wage Orders.

27 28. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
28 described throughout this FAC were willful.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

30. A class action is the only available method for the fair and efficient adjudication of this controversy. The members of the Class are so numerous that joinder of all members is impractical, if not impossible. The identity of Class Members can be ascertained by analysis of Defendants' employee and payroll records.

31. Common questions of fact and law exist as to all members of the Class that predominate over any questions affecting only individual Class Members. These common legal and factual questions include, but are not limited to, the following:

- (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum, regular, overtime, and double time wages) for all hours worked;
- (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock without compensation;
- (c) Whether Defendants compensated Plaintiff and Class Members for non-productive time and time spent during rest breaks when Plaintiff and Class Members were paid by piece rate;
- (d) Whether Defendants paid Plaintiff and Class Members for travel time;
- (e) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;
- (f) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;
- (g) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;
- (h) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages

1 due immediately upon termination or within 72 hours of resignation;

2 (i) Whether Defendants failed to reimburse Plaintiff and Class Members for necessary
3 business expenditures;

4 (j) Whether Defendants' conduct was willful or reckless;

5 (k) Whether Defendants engaged in unfair business practices in violation of Business and
6 Professions Code sections 17200, *et seq*; and

7 (l) Additional common questions of law and fact that may develop as the litigation
8 progresses.

9 **TYPICALITY**

10 32. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical of
11 the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising out of
12 and caused by Defendants' unlawful policies and practices; the claims arise out of the same course of
13 conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the claims of the
14 Class; and the legal issues raised under California state law as a result of Defendants' conduct apply
15 equally to Plaintiff and the Class Members.

16 **ADEQUACY OF REPRESENTATION**

17 33. Plaintiff is an adequate representative of the Class, in that his claims (and defenses, if
18 any) are typical of those of the Class. Plaintiff has no conflicts of interest with his fellow Class
19 Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has the
20 same interests in the litigation of this case as the Class Members; and is committed to vigorous
21 prosecution of this case and has retained competent counsel experienced in class action and wage and
22 hour litigation of this nature.

23 **PREDOMINANCE**

24 34. Defendants have engaged in a common course of wage and hour abuse toward Plaintiff
25 and Class Members. The common issues arising from this conduct that affect Plaintiff and Class
26 Members predominate over any individual issues. Adjudication of these common issues in a single
27 action has important and desirable advantages of judicial economy.

28 ///

1 **SUPERIORITY OF CLASS ACTION**

2 35. A class action is superior to other available methods for the fair and efficient
3 adjudication of this controversy because individual litigation of the claims of all Class Members is
4 impracticable. Even if every Class Member could afford individual litigation, the court system could
5 not. It would be unduly burdensome to the courts in which individual litigation of numerous cases
6 would proceed. Individualized litigation would also present the potential for varying, inconsistent, or
7 contradictory judgments and would magnify the delay and expense to all parties and to the court
8 system resulting from multiple trials of the same complex factual issues. Moreover, individual actions
9 by Class Members may establish inconsistent standards of conduct for Defendants. By contrast, the
10 conduct of this action as a class action, with respect to some or all of the issues presented herein,
11 presents fewer management difficulties, conserves the resources of the parties and the court system,
12 and protects the rights of each Class Member.

13 36. Defendants have acted or refused to act in respects generally applicable to the Class,
14 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
15 herein.

16 **PUBLIC POLICY CONSIDERATIONS**

17 37. Employers in the State of California violate employment and labor laws every day.
18 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
19 Former employees are fearful of bringing actions because they believe their former employers might
20 damage their future endeavors through negative references and/or other means. Class actions provide
21 Class Members who are not named in the action with a type of anonymity that allows for the
22 vindication of their rights while affording them privacy protections.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 38. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 39. At all times herein relevant, Defendants had a duty to comply with Labor Code sections

1 204, 206, 226.2, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all
2 applicable local minimum wage ordinances in effect throughout California.

3 40. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
4 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
5 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
6 period must be paid no later than the payday for the next regular payroll period.

7 41. Labor Code section 206 provides that in case of a dispute over wages, the employer
8 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
9 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

10 42. Labor Code section 226.2 provides that employees that are compensated on a piece-
11 rate basis during a pay period, shall be compensated for rest and recovery periods and other
12 nonproductive time separate from any piece-rate compensation. Employees shall be compensated for
13 rest and recovery periods at a regular hourly rate that is no less than the higher of: (1) an average
14 hourly rate determined by dividing the total compensation for the workweek, exclusive of
15 compensation for rest and recovery periods and any premium compensation for overtime, by the total
16 hours worked during the workweek, exclusive of rest and recovery periods; or (2) the applicable
17 minimum wage.

18 43. At all times relevant, Labor Code section 510, and applicable sections of the California
19 Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and
20 continue to apply to Class Members' employment with Defendants. Labor Code section 510 and
21 applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work
22 performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one
23 and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in
24 a workday must be compensated at the rate of no less than twice the regular rate of pay for an
25 employee.

26 44. The IWC Wage Orders define "hours worked" as "the time during which an employee
27 is subject to the control of an employer and includes all time the employee is suffered or permitted to
28 work, whether or not required to do so."

1 45. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
2 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
3 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
4 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than
5 the state or local minimum wage, whichever is higher, for any hour of work.

6 46. Labor Code section 1194 requires that employers pay employees at least the legal
7 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
8 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
9 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
10 along with interest thereon, reasonable attorneys' fees and costs of suit.

11 47. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
12 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

13 48. Labor Code section 1198 prohibits employers from employing for longer hours or less
14 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
15 the Labor Commissioner.

16 49. Plaintiff is informed, believes, and thereon alleges that during the Class Period, Plaintiff
17 and Class Members regularly worked over eight (8) hours, 10 hours per workday, and/or 12 hours per
18 workday and/or over 40 hours per workweek.

19 50. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
20 Defendants failed to pay Plaintiff and Class Members all wages due at the proper rates, including
21 minimum, regular, overtime and/or double time wages due to Defendants' practices of failing to
22 compensate for all hours worked when paying by piece rate, failing to pay for travel time, requiring
23 Plaintiff and Class Members to work off-the-clock without compensation, and rounding Plaintiff and
24 Class Members' time worked to Defendants' advantage. Defendants also failed to compensate Plaintiff
25 and Class Members for time spent during rest breaks, and for other non-productive time such as time
26 spent cleaning their work area, purchasing tools and equipment, traveling between worksites, and
27 reviewing work assignments while they were off-duty.

28 51. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,

1 Plaintiff and Class Members have sustained and continue to sustain damages, including loss of
2 earnings from minimum, regular, overtime, and double time compensation due, in an amount to be
3 established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

4 52. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief as
5 described herein and below.

6 **SECOND CAUSE OF ACTION**
7 **MEAL PERIOD VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 53. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
10 fully set forth herein.

11 54. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
12 and 512, and the applicable IWC Wage Orders.

13 55. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
14 employing any person for a work period of more than 5 hours per day without providing the employee
15 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
16 except that if the total work period per day is no more than 6 hours, the meal period may be waived
17 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
18 is required if an employee works more than 10 hours per day and must begin before the employee's
19 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
20 may be waived by mutual consent of the employer and employee, but only if the first meal period was
21 not waived. An employer must relieve an employee of all duties during meal periods.

22 56. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
23 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
24 and counted as time worked."

25 57. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
26 requiring any employee to work during a meal period mandated by any California statute, regulation,
27 standard or order. If an employer fails to provide an employee with a meal period in accordance with
28 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the

1 employee one additional hour of pay at the employee's regular rate of compensation for each workday
2 that the meal period is noncompliant.

3 58. During the Class Period, Plaintiff and Class Members did not receive compliant meal
4 periods for working more than five (5) and/or 10 hours per day because their meal periods were not
5 free of all duties, were short, missed, interrupted and/or late. Defendants also failed to provide Plaintiff
6 and Class Members with second meal periods.

7 59. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
8 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
9 applicable IWC Wage Order.

10 60. As a result of Defendants' failure to provide compliant meal periods and pay meal
11 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
12 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
13 wages and compensation.

14 61. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
15 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
16 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
17 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

18 62. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
19 fees and costs from Defendants in an amount subject to proof and approved by the Court.

20 **THIRD CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 63. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 64. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
26 and the applicable IWC Wage Orders.

27 65. The IWC Wage Orders require employers to authorize and permit all employees to take
28 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

1 66. If an employer fails to provide an employee with a rest period in accordance with
2 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
3 the employee one additional hour of pay at the employee's regular rate of compensation for each
4 workday that the rest period is noncompliant.

5 67. During the Class Period, Defendants did not implement a compliant rest break policy.
6 Consequently, Plaintiff and Class Members did not receive a paid 10 minute rest period for every four
7 (4) hours worked or major fraction thereof because their rest breaks were shortened, interrupted, and/or
8 missed altogether and/or were not authorized by Defendants.

9 68. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
10 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
11 applicable IWC Wage Order.

12 69. As a result of Defendants' failure to provide compliant rest periods and pay rest period
13 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
14 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
15 and compensation.

16 70. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
17 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
18 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
19 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

20 71. Pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees
21 and costs from Defendants in an amount subject to proof and approved by the Court.

22 **FOURTH CAUSE OF ACTION**

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

24 **(AGAINST ALL DEFENDANTS)**

25 72. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 73. At all relevant times, Defendants had a duty to comply with Labor Code sections 226
28 and 226.2.

1 74. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
2 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
3 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
4 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
5 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
6 identification number of the employee, (8) the name and address of the legal entity that is the
7 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
8 at each hourly rate.

9 75. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
10 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
11 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
12 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
13 an award of costs and attorneys' fees.

14 76. Labor Code section 226.2(a) provides that the itemized statement required by Section
15 226(a) shall, in addition to the other items specified in that subdivision, separately state the following,
16 to which the provisions of Section 226 shall also be applicable: the total hours of compensable rest
17 and recovery periods and other nonproductive time, the rate of compensation, and the gross wages
18 paid for those periods during the pay period.

19 77. During the Class Period, Defendants have knowingly and intentionally failed to comply
20 with Labor Code sections 226(a) and 226.2(a) on wage statements that were provided to Plaintiff and
21 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
22 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
23 pay period, the corresponding number of hours worked at each hourly rate, total hours of compensable
24 rest and recovery periods, and the total hours of other nonproductive time as well as the rate of
25 compensation and the gross wages paid for those periods.

26 78. As a result of Defendants' violation of California Labor Code sections 226(a) and
27 226.2(a), Plaintiff and Class Members have suffered injury and damage to their statutorily protected
28 rights. Specifically, Plaintiff and Class Members have been injured by Defendants' intentional

1 violation of California Labor Code sections 226(a) and 226.2(a) because they were denied both their
2 legal right to receive, and their protected interest in receiving, accurate itemized wage statements under
3 California Labor Code section 226(a). Plaintiff has had to file this lawsuit in order to determine the
4 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
5 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided
6 the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover the
7 underpayment of wages from Defendants.

8 79. Defendants' violations of California Labor Code sections 226(a) and 226.2(a)
9 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid to
10 them, and resulted in an unjustified economic enrichment to Defendants. As a result of Defendants'
11 knowing and intentional failure to comply with California Labor Code sections 226(a) and 226.2(a),
12 Plaintiff and Class Members have suffered an injury, and the exact amount of damages and/or penalties
13 is all in an amount to be shown according to proof at trial.

14 80. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
15 Code section 226(h), compelling Defendants to comply with California Labor Code sections 226, and
16 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

17 **FIFTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(AGAINST ALL DEFENDANTS)**

20 81. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
21 fully set forth herein.

22 82. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
23 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
24 Plaintiff and Waiting Time Subclass Members.

25 83. Labor Code section 201 requires that if an employer discharges an employee, the wages
26 earned and unpaid at the time of discharge are due and payable immediately.

27 84. Labor Code section 202 requires that if "an employee not having a written contract for
28 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours

1 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
2 which case the employee is entitled to his or her wages at the time of quitting.

3 85. Labor Code section 203 provides that if an employer willfully fails to pay, without
4 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
5 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
6 action therefor is commenced, but that the wages shall not continue for more than 30 days per
7 employee.

8 86. During the relevant time period, Defendants willfully failed to pay Waiting Time
9 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
10 regular, overtime, and double time compensation, premium compensation, and expense
11 reimbursements either at the time of discharge or within 72 hours of leaving Defendants' employ.

12 87. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting
13 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and
14 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
15 attorneys' fees, and costs in amounts that will be established at trial.

16 **SIXTH CAUSE OF ACTION**

17 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

18 **(AGAINST ALL DEFENDANTS)**

19 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 89. At all relevant times, Defendants had a duty to comply with Labor Code sections 2800
22 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements
23 with respect to Plaintiff and Class Members.

24 90. Labor Code section 2800 requires employers to indemnify employees for losses caused
25 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
26 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
27 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
28 own negligence.

1 91. Labor Code section 2802(a) requires that employers indemnify and reimburse
2 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
3 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
4 based on the employee's obedience to the employer's directions. Labor Code section 2802(b)
5 authorizes employees to recover in a court action interest which shall accrue from the date on which
6 the employee incurred the necessary expenditure or loss. Labor Code section 2802(c) authorizes
7 employees, who to enforce their right to reimbursements under Labor Code section 2802, to also
8 recover attorneys' fees and costs.

9 92. During the relevant time period, Defendants required Plaintiff and Class Members to
10 drive their personal vehicles to and from worksites and between multiple worksites in one workday,
11 purchase and maintain their own power tools and equipment to perform their job duties such as drills,
12 drill saws, batteries, hammers, saw plates, and drill bits, and to use their personal cellular phones for
13 work purposes, such as communicating with Defendants' supervisors, navigating to worksites (e.g.,
14 using GPS), and receiving work assignments, all without adequately reimbursing them for mileage
15 and wear and tear on their vehicles, the costs of the tools, and for a reasonable portion of their cellular
16 phone bills in violation of Labor Code sections 2800 and 2802.

17 93. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
18 Members for all business and work-related costs, expenditures, losses and expenses in accordance
19 with Labor Code sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
20 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
21 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

22 **SEVENTH CAUSE OF ACTION**

23 **UNFAIR BUSINESS PRACTICES**

24 **(AGAINST ALL DEFENDANTS)**

25 94. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 95. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful
28 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the

1 public interest within the meaning of Code of Civil Procedure section 1021.5.

2 96. Defendants' activities, as alleged herein, violate California law and constitute unlawful
3 business acts or practices in violation of California Business and Professions Code sections 17200, *et*
4 *seq.*

5 97. A violation of Business and Professions Code sections 17200, *et seq.* may be predicated
6 on the violation of any state or federal law.

7 98. Defendants' policies and practices have violated state law in at least the following
8 respects:

9 (a) Failing to pay all minimum, regular, overtime, and double time wages due to Plaintiff
10 and Class Members in violation of Labor Code sections 204, 206, 226.2, 510, 1182.12,
11 1194, 1194.2, 1197 and 1198;

12 (b) Failing to provide meal periods without paying Plaintiff and Class Members premium
13 wages for every day in which a meal period was not provided in violation of Labor
14 Code sections 226.7 and 512;

15 (c) Failing to authorize or permit paid rest breaks without paying Plaintiff and Class
16 Members premium wages for every day in which a rest break was not authorized or
17 permitted in violation of Labor Code section 226.7;

18 (d) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
19 in violation of Labor Code sections 226 and 226.2;

20 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members
21 upon separation of employment in violation of Labor Code sections 201, 202 and 203;
22 and

23 (f) Failing to reimburse Plaintiff and Class Members all necessary business expenses in
24 violation of Labor Code sections 2800 and 2802.

25 99. Defendants intentionally avoided paying Plaintiff and Class Members' wages and
26 monies, thereby creating for Defendants an artificially lower cost of doing business in order to
27 undercut their competitors and establish and gain a greater foothold in the marketplace.

28 100. Pursuant to Business and Professions Code sections 17202, 17203, and 17208, Plaintiff

1 and Class Members are entitled to restitution of the wages unlawfully withheld and retained by
2 Defendants during a period that commences four years prior to the filing of the Complaint; an award
3 of attorneys' fees pursuant to Code of Civil Procedure section 1021.5 and other applicable laws; and
4 an award of costs.

5 101. Plaintiff and Class Members are entitled to an injunction, restitution, and other
6 equitable relief against such unlawful practices to return all funds over which Plaintiff and Class
7 Members have an ownership interest and to prevent future damage pursuant to Business and
8 Professions Code sections 17200 *et seq.*

9 **EIGHTH CAUSE OF ACTION**

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

11 **(AGAINST ALL DEFENDANTS)**

12 102. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
13 fully set forth herein.

14 103. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
15 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
16 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
17 after 65 days have passed without notice from the LWDA.

18 104. On September 30, 2021, Plaintiff gave written notice of the specified provisions alleged
19 to have been violated by Defendants, including the facts and theories to support the alleged violations,
20 as required by Labor Code section 2699.3. This written notice was provided via certified mail to
21 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
22 Relations' website. More than 65 days has passed since Plaintiff submitted his PAGA notice to the
23 LWDA without a response from the LWDA. Accordingly, Plaintiff may amend his Complaint to add
24 a PAGA cause of action against Defendants.

25 105. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision of
26 law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising
27 under this part at any time within 60 days of the time periods specified in this part." More than 65 days
28 has passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA.

1 Accordingly, Plaintiff may amend his Complaint as a matter of right within this 60 day period as
2 specified by Labor Code section 2699.3(a)(2)(C).

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

8 107. For all provisions of the Labor Code except those for which a civil penalty is
9 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
10 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
11 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
12 Defendants violated these provisions of the Labor Code.

13 108. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
14 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,
15 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,
16 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs
17 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,
18 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of
19 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,
20 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,
21 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,
22 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision
23 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,
24 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,
25 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,
26 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,
27 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,
28 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,

1 and 6399.7.

2 109. Defendants' conduct violates numerous Labor Code sections, including, but not limited
3 to, the following:

4 110. Violation of Labor Code sections 201-204, 206, 210, 510, 558, 1194, 1197, 1197.1,
5 and 1198 for failure to timely pay all earned wages (including minimum, regular, overtime, and/or
6 double time wages) owed to Plaintiff and other aggrieved employees during employment and upon
7 separation of employment as herein alleged;

8 111. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods to
9 Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal periods as
10 herein alleged;

11 112. Violation of Labor Code section 226.7 for failure to permit rest breaks to Plaintiff and
12 other aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

13 113. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized
14 wage statements to Plaintiff and other aggrieved employees as herein alleged;

15 114. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
16 records regarding the employment of Plaintiff and other aggrieved employees as herein alleged; and

17 115. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and
18 other aggrieved employees for necessary business expenses.

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

25 117. 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.”

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

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

15 120. As set forth above, Defendants have violated numerous provisions of the Labor Code
16 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
17 the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid
18 employees, and the State of California.

19 121. Plaintiff is an “aggrieved employee” because he was employed by the alleged violators
20 and had one or more of the alleged violations committed against him, and therefore is properly suited
21 to represent the interests of all other aggrieved employees.

22 122. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
23 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other
24 aggrieved employees under the PAGA.

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

28 124. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

PRAYER FOR RELIEF

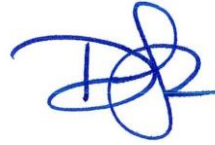
Plaintiff, individually and on behalf of the proposed Class, other aggrieved employees, and the State of California, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff Ricardo Aguilar Vazquez as the class representative;
3. For appointment of the Law Office of Daniel J. Hyun as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;
7. For waiting time penalties pursuant to Labor Code section 203;
8. For liquidated damages pursuant to Labor Code section 1194.2;
9. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
10. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
11. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
12. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
13. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
14. For PAGA penalties;

- 1 15. For recovery of attorneys' fees and costs provided by Labor Code sections 218.6, 226,
2 1194, 2698 *et seq.*, 2802, and Code of Civil Procedure section 1021.5; and
3 16. For such other relief as the Court deems just and proper.

4
5
6 Dated: March 28, 2022

LAW OFFICE OF DANIEL J. HYUN

7
8 

9 By: _____

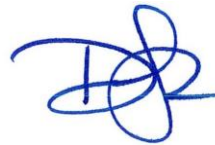
10 Daniel J. Hyun
11 Attorneys for Plaintiff
12 RICARDO AGUILAR VAZQUEZ

13
14
15
16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

18 Dated: March 28, 2022

LAW OFFICE OF DANIEL J. HYUN

19
20 

21 By: _____

22 Daniel J. Hyun
23 Attorneys for Plaintiff
24 RICARDO AGUILAR VAZQUEZ