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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

EVER SALAZAR, individually, and on behalf of
Aggrieved Employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

COMPLETELY CONCRETE STRUCTURES, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. **21STCV35518**

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

COMES NOW, Plaintiff EVER SALAZAR (“Plaintiff”), individually, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq. (“PAGA”), to recover civil penalties on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from September 27, 2020 to final judgment (“Aggrieved Employees”).

2. COMPLETELY CONCRETE STRUCTURES and/or DOES 1 through 25 (collectively “Defendants”), are general contractors specializing in commercial, multi-family, and mixed-use buildings, and operating in the State of California.

3. Plaintiff alleges, on behalf of himself and the Aggrieved Employees, that Defendants systematically deprived their hourly-paid and/or non-exempt employees of the overtime wages and minimum wages to which they were entitled by requiring them to perform work duties off-the-clock. Defendants required Plaintiff and the Aggrieved Employees to work off-the-clock prior to the start of their scheduled shifts and to work off-the-clock after the end of their scheduled shifts. By way of example, Plaintiff and the Aggrieved Employees had to continue working beyond their scheduled shifts so that the concrete used in their contracting jobs did not set and become unusable.

4. Plaintiff further alleges that Defendants failed to provide Plaintiff and the Aggrieved Employees with all of the meal and rest periods to which they were entitled. Plaintiff and the Aggrieved Employees were required to skip, take late, shorten, and/or interrupt their meal and rest periods in order to complete their contracting jobs on time.

5. Defendants failed to reimburse Plaintiff and the Aggrieved Employees for all necessary business related expenses, including, but not limited to, safety shoes, safety shirts, gloves, and tools.

6. As a result, Defendants violated California Labor Code sections 201-204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including, but not limited to, civil penalties and

1 attorney's fees and costs.

2 **JURISDICTION AND VENUE**

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

6 8. This Court has jurisdiction over all Defendants because, upon information and belief,
7 Defendants are citizens and residents of California, regularly conduct business in California, have
8 sufficient minimum contacts in California, and/or otherwise intentionally avail themselves of the
9 California market so as to render the exercise of jurisdiction over them by California courts consistent
10 with traditional notions of fair play and substantial justice. Further, no federal question is at issue
11 because the claims asserted herein are based solely on California law.

12 9. Venue is proper in the judicial district and the County of Los Angeles, California,
13 because Plaintiff and many of the Aggrieved Employees worked for Defendants in the County of Los
14 Angeles. Upon information and belief, Defendants maintain offices, have agents, employ individuals,
15 and/or transact business in the State of California, County of Los Angeles.

16 **THE PARTIES**

17 10. At all times herein mentioned, Plaintiff was a resident of the County of Los Angeles,
18 State of California.

19 11. At all times herein mentioned, Defendant COMPLETELY CONCRETE
20 STRUCTURES, a California corporation, was and is an employer whose employees are engaged in
21 the State of California, including the County of Los Angeles.

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

25 13. Plaintiff is informed and believes, and based thereon alleges, that each and all of the
26 acts and omissions alleged herein were performed by, or are attributable to Defendant COMPLETELY
27 CONCRETE STRUCTURES and/or DOES 1 through 25, each acting as the agent, employee, alter
28 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within

1 the course and scope of such agency, employment, joint venture, or concerted activity with legal
2 authority to act on the others' behalf. The acts of any and all Defendants represent and were in
3 accordance with Defendants' official policy.

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

8 15. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
9 Employees, to set work rules and conditions governing Plaintiff and the Aggrieved Employees'
10 employment, and to supervise their daily employment activities.

11 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's
12 and the Aggrieved Employees' employment for them to be joint employers of Plaintiff and the
13 Aggrieved Employees.

14 17. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
15 Employees.

16 18. Defendants continue to employ hourly paid and/or non-exempt employees within the
17 State of California.

18 19. At all relevant times, Defendants, and each of them, ratified each and every act or
19 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
20 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
21 alleged.

22 20. Plaintiff is informed and believes, and based thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 **GENERAL ALLEGATIONS**

26 21. Defendants, jointly and severally, employed Plaintiff as a non-exempt, hourly-paid
27 Carpenter in the County of Los Angeles. Plaintiff started working for Defendants on or about May 1,
28 2021 and is currently still employed with Defendants.

1 22. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
2 them all overtime wages and minimum wages due, failed to provide them with all meal periods and
3 rest periods to which they were entitled, failed to timely pay them all wages during their employment,
4 failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll
5 records, failed to timely pay terminated employees all wages due upon termination of their
6 employment, failed to reimburse them for necessary business expenses, and failed to provide and
7 adhere to other related protections afforded by the California Labor Code and applicable Industrial
8 Welfare Commission (“IWC”) Wage Order.

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

11 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
13 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive certain wages for
14 overtime compensation and that Plaintiff and the Aggrieved Employees were not receiving certain
15 wages for overtime compensation. By way of example, Defendants required Plaintiff and the
16 Aggrieved Employees to work off-the-clock. This off-the-clock work includes, but is not limited to,
17 gathering and preparing the required tools and supplies, cutting wood, putting away tools and supplies,
18 installing concrete, and cleaning.

19 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
21 applicable IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive at least
22 minimum wages for all hours worked and that Plaintiff and the Aggrieved Employees were not
23 receiving minimum wages for all hours worked. Defendants required Plaintiff and the Aggrieved
24 Employees to perform work off-the-clock, including but not limited to, gathering and preparing the
25 required tools and supplies, cutting wood, putting away tools and supplies, installing concrete, and
26 cleaning.

27 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
28 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable

1 IWC Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive a meal period or
2 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
3 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
4 more than five hours per day and that Plaintiff and the Aggrieved Employees were entitled to receive
5 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
6 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
7 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the Aggrieved
8 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
9 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

10 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
11 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
12 Wage Order, Plaintiff and the Aggrieved Employees were entitled to receive all rest periods or
13 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
14 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
15 major fraction thereof, worked. However, Plaintiff and the Aggrieved Employees did not receive all
16 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when a
17 rest period was missed, shortened, taken late, and/or interrupted.

18 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that pursuant to California Labor Code section 204, Plaintiff and the Aggrieved
20 Employees were entitled to timely payment of wages during their employment. Plaintiff and the
21 Aggrieved Employees did not receive payment of all wages, including, but not limited to, overtime
22 wages, minimum wages, meal period premium wages, and rest period premium wages within
23 permissible time periods.

24 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that the Aggrieved Employees were entitled to receive all wages upon termination
26 of employment, including, without limitation, overtime wages, minimum wages, meal period premium
27 wages, and rest period premium wages, and that the Aggrieved Employees did not receive payment of
28 all wages upon termination of employment in violation of California Labor Code sections 201 and

1 202.

2 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known that they were required to provide Plaintiff and the Aggrieved Employees
4 with complete and accurate itemized wage statements pursuant to California Labor Code section
5 226, but failed to do so.

6 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
7 or should have known that pursuant to California Labor Code section 1174, Defendants had to keep
8 complete and accurate payroll records for Plaintiff and the Aggrieved Employees in accordance with
9 California law, but, in fact, did not keep complete and accurate payroll records.

10 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
11 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
12 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
13 but, in fact, did not reimburse Plaintiff and the Aggrieved Employees for necessary business-related
14 expenses, including, but not limited to, safety shoes, safety shirt, gloves, and tools.

15 **PAGA ALLEGATIONS**

16 33. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
17 Defendants.

18 34. At all times set forth herein, PAGA provides that any provision of law under the
19 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
20 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
21 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
22 brought by an aggrieved employee on behalf of himself and other current or former employees
23 pursuant to procedures outlined in California Labor Code section 2699.3.

24 35. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
25 any person that was employed by the alleged violator and against whom one or more of the alleged
26 violations was committed.

27 36. Plaintiff was employed by Defendants and the alleged violations were committed
28 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and

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

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

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

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

19 38. On September 27, 2021, Plaintiff provided notice by electronic submission to the
20 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
21 to have been violated, including the facts and theories to support the alleged violations, pursuant to
22 Labor Code section 2699.3.

23 39. Therefore, the administrative prerequisites under California Labor Code section
24 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
25 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
26 1197.1, 1198, 2800, and 2802 will have been satisfied upon expiration of the sixty-five day notice
27 period.

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1 **FIRST CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 2698, Et Seq.**

3 **(Against BENEFIT COSMETICS, LLC and DOES 1-25)**

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

6 41. PAGA expressly establishes that any provision of the California labor Code which
7 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
8 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
9 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
10 himself, and other current or former employees.

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

14 43. Plaintiff and the other hourly-paid, non-exempt employees are “Aggrieved Employees”
15 as defined by California Labor Code section 2699(c) in that they are all current or former employees
16 of Defendants, and one or more of the alleged violations were committed against them.

17 44. Defendants’ conduct, as alleged herein, violates numerous sections of the California
18 Labor Code, including, but not limited to, the following:

- 19 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
20 overtime wages, as set forth more fully below;
- 21 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
22 pay minimum wages, as set forth more fully below;
- 23 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
24 legally required meal periods, as set forth more fully below;
- 25 (d) Violation of California Labor Code section 226.7 for failure to provide legally
26 required rest periods, as set forth more fully below;
- 27 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
28 Plaintiff and Aggrieved Employees during employment, as set forth more fully

before;

- (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;
- (h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set forth more fully below; and
- (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

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

Failure to Pay Overtime Wages

46. California Labor Code section 1198 and the applicable IWC Wage Order have provided that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

47. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and Aggrieved Employees employed by Defendants, and working more than

eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

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

50. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock,” prior to the start of their scheduled shifts and working “off-the-clock” after the end of their scheduled shifts. This “off-the-clock” work includes, but is not limited to, gathering and preparing the required tools and supplies, cutting wood, putting away tools and supplies, installing concrete, and cleaning.

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

Failure to Pay Minimum Wages

52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants’ failure to pay minimum wages included, *inter alia*, Defendants’ failure to pay Plaintiff and the Aggrieved Employees any wages for time spent working “off-the-clock” prior to the start of their scheduled shifts and working “off-the-clock” after the end of their scheduled shifts. This “off-the-clock” work includes, but is not limited to, gathering and preparing the required tools and supplies, cutting wood, putting away tools and supplies, installing concrete, and cleaning.

53. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

54. Defendants' failure to pay Plaintiff and Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

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

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

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

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

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

60. During the relevant time period, Plaintiff and the Aggrieved Employees,

1 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
2 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
3 thirty (30) minutes.

4 61. During the relevant time period, Defendants willfully required Plaintiff and the
5 Aggrieved Employees to work during meal periods and failed to compensate Plaintiff and Aggrieved
6 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
7 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
8 worked through mandated meal periods.

9 62. Defendants failed to pay Plaintiff and the Aggrieved Employees the full meal period
10 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
11 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
12 to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
13 Employees in the regular rate of compensation.

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

16 **Failure to Provide Rest Periods**

17 64. At all relevant times, California Labor Code section 226.7 has provided that no
18 employer shall require an employee to work during any rest period mandated by an applicable order
19 of the California IWC.

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

25 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiff and the Aggrieved Employees are entitled to recover from Defendants one (1)
27 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
28 the rest period was not provided.

1 67. During the relevant time period, Defendants required Plaintiff and the Aggrieved
2 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
3 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
4 period, Defendants willfully required Plaintiff and the Aggrieved Employees to work during rest
5 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
6 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

7 68. Defendants failed to pay Plaintiff and Aggrieved Employees the full rest period
8 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
9 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
10 incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved
11 Employees in the regular rate of compensation.

12 69. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
13 Code section 226.7.

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

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

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

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

26 73. During the relevant time period, Defendants intentionally and willfully failed to pay
27 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
28 under California Labor Code section 204, including wages for overtime compensation, minimum wage

1 compensation, meal period premiums, and rest period premiums.

2 **Failure to Timely Pay Wages Upon Termination**

3 74. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
4 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
5 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
6 at the time of discharge are due and payable immediately. California Labor Code section 202
7 mandates that if an employee quits, his or her wages shall become due and payable not later than
8 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
9 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting.

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

16 76. At the time that the employment of the terminated Aggrieved Employees ended,
17 Defendants knowingly and willfully failed to pay those Aggrieved Employees all wages owed to them
18 pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime
19 wages, minimum wages, meal period premium wages, and rest period premium wages.

20 **Failure to Provide Compliant Wage Statements**

21 77. At all relevant times set forth herein, California Labor Code section 226(a) provides
22 that every employer shall furnish each of its employees an accurate itemized statement in writing
23 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
24 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
25 deductions, provided that all deductions made on written orders of the employee may be aggregated
26 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
27 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
28 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
2 The deductions made from payments of wages shall be recorded in ink or other indelible form,
3 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
4 deductions shall be kept on file by the employer for at least three years at the place of employment or
5 at a central location within the State of California.

6 78. Defendants have intentionally and willfully failed to provide employees with complete
7 and accurate wage statements. The deficiencies include, among other things, the failure to state all
8 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
9 premium wages earned.

10 **Failure to Keep Requisite Payroll Records**

11 79. At all relevant times set forth herein, California Labor Code section 1174(d) has
12 required an employer to keep, at a central location in the state or at the plants or establishments at
13 which employees are employed, payroll records showing the hours worked daily by and the wages
14 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
15 employed at the respective plants or establishments. These records shall be kept in accordance with
16 rules established for this purpose by the commission, but in any case shall be kept on file for not less
17 than two years.

18 80. Defendants have intentionally and willfully failed to keep accurate and complete
19 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the Aggrieved
20 Employees.

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

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

27 **Failure to Reimburse Necessary Business Expenses**

28 83. Pursuant to California Labor Code sections 2800 and 2802, an employer must

1 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
2 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
3 consequence of his or her obedience to the directions of the employer.

4 84. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
5 and costs that were not fully reimbursed by Defendants, including, but not limited to, safety shoes,
6 safety shirt, gloves, and tools.

7 85. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
8 Employees for all necessary business-related expenses and costs.

9 **PRAYER FOR RELIEF**

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

11 1. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
12 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
13 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and

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

15 Respectfully Submitted,

16 Dated: September 27, 2021

BLACKSTONE LAW, APC

17
18 By:



Jonathan M. Genish

Attorneys for Plaintiff EVER SALAZAR