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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

UNLIMITED JURISDICTION

SERGIO PEDROZA, an individual; on behalf
 of himself and all Aggrieved Employees,

Plaintiffs,

v.

CHINO STEEL, INC., a California
 corporation; RAMIRO MEDINA, an
 individual; and
 DOES 1-20, inclusive,

Defendants.

Case No.: **22STCV03448**

COMPLAINT FOR DAMAGES

1. Failure to Pay Regular and Minimum Wages (Labor Code §§ 1194, 1197, 1771, 221; IWC Wage Order 16);
2. Failure to Pay Overtime Wages (Labor Code §§ 510, 1194, 221; IWC Wage Order 16);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512; IWC Wage Order 16);
4. Failure to Authorize and Permit Rest Periods (Labor Code § 226.7; IWC Wage Order 16);
5. Failure to Provide Itemized Accurate Wage Statements (Labor Code § 226; IWC Wage Order 16);
6. Failure to Provide Employment Records (Labor Code §§ 226(e) and 1198.5);
7. Failure to Reimburse Business Expenses (Labor Code § 2802; IWC Wage Order 16);
8. Continuing Wages Penalty (Labor Code §§ 201, 202, 203, 203);
9. Unfair Competition (Bus. and Prof. Code § 17200, *et seq.*);
10. Civil Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*);

DEMAND FOR JURY TRIAL

1 Plaintiff SERGIO PEDROZA alleges as follows:

2 **NATURE OF ACTION**

3 1. Plaintiff SERGIO PEDROZA (“PEDROZA” or “Plaintiff”), on behalf of
4 himself and all other “Aggrieved Employees” (as defined herein), brings this action against
5 Defendants CHINO STEEL, INC., a California corporation (“CHINO STEEL”); RAMIRO
6 MEDINA, an individual (“MEDINA”); and DOES 1-20, inclusive, (collectively referred to
7 hereafter as “Defendants”), seeking damages and penalties for failure to pay regular and
8 minimum wages, failure to pay overtime compensation, failure to provide meal breaks, failure
9 to authorize and permit rest periods, failure to provide accurate wage statements, failure to
10 produce employment records, failure to reimburse business expenses, failure to pay all wages
11 due upon termination, injunctive relief and restitution pursuant to California Business and
12 Professions Code §17200, *et seq.*, and Civil Penalties Pursuant to the Private Attorneys
13 General Act 2004, California Labor Code § 2698, *et seq.* (“PAGA”).

14 **PRELIMINARY ALLEGATIONS**

15 2. At all times herein mentioned PEDROZA resided in the County of Los Angeles,
16 within the State of California.

17 3. Defendant CHINO STEEL’s registered address is located in Los Angeles
18 County, California. At all times relevant to this complaint, CHINO STEEL performed metal
19 work and other construction services in Los Angeles County and elsewhere in the State of
20 California.

21 4. PEDROZA is informed, believes, and thereon alleges, that at all times herein
22 mentioned, Defendant MEDINA was an individual who resides in the County of Los Angeles,
23 California.

24 5. The true names and capacities of the Defendants sued herein as DOES 1 through
25 20 are unknown to the Plaintiff, and therefore Plaintiff sues these Defendants by such fictitious
26 names. Plaintiff will amend this Complaint to allege their true names and capacities when
27 ascertained. Plaintiff is informed and believes and, on that basis, alleges that each of the
28 fictitiously named Defendants are responsible for the occurrences and injuries to Plaintiff as

herein alleged. Each reference in this Complaint to “Defendant,” “Defendants,” or a specifically named Defendant refers to, and includes all Defendants sued under fictitious names.

6. Plaintiff is informed and believes, and thereon alleges, that, at all times herein mentioned, each of the Defendants sued herein were the agents and employees of each of the remaining Defendants and were at all times acting within the purpose and scope of such agency and employment.

7. PEDROZA is informed, believes, and thereon alleges that MEDINA is the owner and/or director and/or officer of CHINO STEEL and acted on behalf of CHINO STEEL at all times relevant to this complaint. Accordingly, MEDINA is individually liable for damages alleged in this action pursuant to Labor Code § 558.1 during all time periods said statute was legally operative.

8. Between approximately September 2020 until approximately October 2021, PEDROZA was employed and worked for Defendants as a welder or metal worker.

9. During the period of Plaintiff’s employment, Defendants conducted their businesses in association with each another and shared control over the wages, hours and working conditions of PEDROZA and the other “Aggrieved Employees.”

10. Defendants failed to pay PEDROZA all regular and overtime wages owed to him; failed to accurately record the hours worked by PEDROZA; failed to provide Plaintiff with his legally mandated meal periods and rest periods; failed to provide itemized accurate wage statements; failed to pay all wages within the specific pay period required; failed to indemnify or reimburse business expenses; made unlawful deductions from wages; and failed to pay all wages owed to him upon termination of his employment.

11. At all times relevant to this action, Defendants CHINO STEEL and MEDINA were the joint employers of PEDROZA and are accordingly jointly and severally liable for all wages, restitution, penalties and attorney’s fees and costs owed to PEDROZA.

12. On or about November 11, 2021, pursuant to Labor Code § 2699.3, PEDROZA filed notice with California’s Labor and Workforce Development Agency (“LWDA”) and

1 posted by certified mail to Defendants notice of the specific provisions of the Labor Code
2 alleged to have been violated, including the facts and theories to support the violations.

3 13. The LWDA has failed to notify PEDROZA of its intent to investigate these
4 penalty claims within sixty-five (65) days.

5 14. Thus, PEDROZA has exhausted his administrative remedies under PAGA's
6 Labor Code § 2699.3(a)(2)(A) and may pursue PAGA civil penalties in a representative
7 capacity as a matter of right.

8 **JURISDICTION AND VENUE**

9 15. Pursuant to Article VI, §10 of the California Constitution, subject matter
10 jurisdiction is proper in the Superior Court of California, County of Los Angeles, State of
11 California.

12 16. Pursuant to §§395 and 395.5 of the California Code of Civil Procedure, venue is
13 proper in the Superior Court of California for the County of Los Angeles, State of California,
14 because this is where Plaintiff was employed, where Plaintiff resides, it is where the wrongful
15 misconduct alleged occurred, and it is where Defendants do business.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY REGULAR AND MINIMUM WAGES**

18 **[Cal. Labor Code §§ 1194, 1197, 1771, 221, 558.1, and IWC Wage Order 16]**

19 **(Against All Defendants)**

20 17. PEDROZA re-alleges and incorporates into this cause of action each of the
21 preceding paragraphs.

22 18. During PEDROZA's employment with Defendants, Plaintiff was required,
23 suffered and permitted to work regular and overtime hours by Defendants.

24 19. Defendants failed to accurately record the actual hours worked by PEDROZA
25 on each date he performed work for Defendants.

26 20. Defendants failed to compensate PEDROZA at the applicable minimum wage
27 rate for all hours PEDROZA worked.

28 21. Defendants failed to compensate PEDROZA at his regular rate of pay for all

1 hours worked.

2 22. In violation of Labor Code §221, Defendants collected or received from
3 PEDROZA part of the wages theretofore paid by Defendants to PEDROZA.

4 23. Based upon the days and hours PEDROZA worked during said time period,
5 Defendants, and each of them, are liable to PEDROZA for unpaid minimum and regular
6 wages.

7 24. In addition, pursuant to Labor Code § 1194.2, PEDROZA is entitled to recover
8 liquidated damages in an amount equal to the minimum wages unlawfully unpaid.

9 25. In addition, Defendants are liable to PEDROZA for reasonable attorney's fees,
10 which are hereby demanded, in an amount to be proved according to law.

11 26. In addition, Defendants are liable to PEDROZA for costs of suit.

12 27. MEDINA, while acting as owner, officer, director and managing agent of
13 CHINO STEEL caused said corporation to violate provisions of California Industrial Welfare
14 Commission Wage Order 16 as well as California Labor Code § 1194, 1771, and 221 with
15 respect to PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA, is jointly and
16 severally liable along with CHINO STEEL for unpaid regular and minimum wages, liquidated
17 damages, attorney's fees, prejudgment interest and costs, pursuant to California Labor Code §
18 1194.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY OVERTIME WAGES**

21 **[Cal. Labor Code §§ 510; 1194; 1771; 558.1, and IWC Wage Order 16]**

22 **(Against All Defendants)**

23 28. PEDROZA re-alleges and incorporates into this cause of action each of the
24 preceding paragraphs.

25 29. During PEDROZA's employment with Defendants, PEDROZA was required,
26 suffered and permitted to work regular and overtime hours by Defendants.

27 30. Based upon the days and hours Plaintiff worked during said time period,
28 pursuant to California Labor Code § 1194, Defendants, and each of them, did not pay

PEDROZA all overtime wages owed and are liable to PEDROZA for unpaid overtime compensation.

31. Pursuant to Labor Code § 204, PEDROZA was entitled to receive all wages owing, on designated days, no less frequently than twice a month. Because Defendants failed timely to pay PEDROZA all compensation legally owing, including overtime compensation, Defendants are liable for prejudgment interest in an amount to be proven at trial.

32. In addition, Defendants are liable to PEDROZA for reasonable attorney's fees, which are hereby demanded, in an amount to be proven according to law.

33. In addition, Defendants are liable to PEDROZA for costs of suit.

34. MEDINA, while acting as owner, officer, director and managing agent of CHINO STEEL, caused said corporation to violate provisions of California Industrial Welfare Commission Wage Order 16 as well as California Labor Code § 1194 with respect to PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA, is jointly and severally liable along with CHINO STEEL for unpaid overtime wages, attorney's fees, prejudgment interest and costs, pursuant to California Labor Code § 1194.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

[Cal. Labor Code §§ 226.7, 512, 558.1, and IWC Wage Order No. 16]

(Against All Defendants)

35. PEDROZA re-alleges and incorporates into this cause of action each of the preceding paragraphs.

36. Pursuant to Labor Code § 512, Labor Code § 226.7, and California Industrial Welfare Commission Wage Order 16, PEDROZA was, each workday, entitled to one off-duty meal period (no less than 30 minutes in duration) for every work period exceeding 5 hours. Defendants, and each of them, contrary to law, did not provide PEDROZA the off-duty meal periods to which he was entitled and also did not pay PEDROZA one extra hour of pay for each day he did not receive all legally required meal periods.

37. As a result, Defendants, and each of them, are liable for unpaid compensation

1 pursuant to California Labor Code § 226.7.

2 38. Pursuant to Labor Code § 204, PEDROZA was entitled to receive all wages
3 owing, on designated days, no less frequently than twice a month. Because Defendants failed
4 timely to pay PEDROZA all compensation legally owing, including compensation for meal
5 periods not received, Defendants are liable for prejudgment interest in an amount to be proven
6 at trial.

7 39. MEDINA, while acting as owner, officer, director and managing agent of
8 CHINO STEEL caused said corporation to violate provisions of California Industrial Welfare
9 Commission Wage Order 16 as well as California Labor Code §§ 512 and 226.7 with respect to
10 PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA is jointly and severally
11 liable along with CHINO STEEL for meal period premium pay, damages, attorney's fees,
12 prejudgment interest and costs, pursuant to California Labor Code §§ 512 and 226.7.

13 **FOURTH CAUSE OF ACTION**

14 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

15 **[Cal. Lab. Code §§ 226.7, 558.1, and IWC Wage Order No. 16]**

16 **(Against All Defendants)**

17 40. PEDROZA re-alleges and incorporates into this cause of action each of the
18 preceding paragraphs

19 41. Pursuant to Labor Code § 226.7, and California Industrial Welfare Commission
20 Wage Order 16, PEDROZA was, each workday, entitled to one off-duty rest period (no less
21 than 10 minutes in duration) for every 4 hours worked, or major fraction thereof. Defendants,
22 and each of them, contrary to law, did not authorize and permit PEDROZA to take the off-duty
23 rest periods to which he was entitled and also did not pay PEDROZA one extra hour of pay for
24 each day he did not receive all legally required rest periods.

25 42. As a result, Defendants, and each of them, are liable for unpaid compensation
26 pursuant to Labor Code § 226.7.

27 43. Pursuant to Labor Code § 204, PEDROZA was entitled to receive all wages
28 owing, on designated days, no less frequently than twice a month. Because Defendants failed

1 timely to pay PEDROZA all compensation legally owing, including compensation for rest
2 periods not received, Defendants are liable for prejudgment interest in an amount to be proven
3 at trial.

4 44. MEDINA, while acting as owner, officer, director and managing agent of
5 CHINO STEEL caused said corporation to violate provisions of California Industrial Welfare
6 Commission Wage Order 16 as well as California Labor Code §§ 512 and 226.7 with respect to
7 PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA is jointly and severally
8 liable along with CHINO STEEL for rest period premium pay, damages, attorney's fees,
9 prejudgment interest and costs, pursuant to California Labor Code §§ 512 and 226.7.

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

12 **[Cal. Labor Code §§ 226, 558.1, and IWC Wage Order 16]**

13 **(Against All Defendants)**

14 45. Plaintiff re-alleges and incorporates into this cause of action each of the
15 preceding paragraphs.

16 46. Defendants were obligated by California Labor Code § 226, and California
17 Industrial Welfare Commission Wage Order 16, to keep accurate records PEDROZA's days
18 and hours worked and to provide PEDROZA, each time he was paid, an accurate statement of
19 (among other things) the total hours he worked in the applicable pay period and total gross
20 wages paid. Each and every pay period, Defendants knowingly and intentionally failed to
21 provide PEDROZA with accurate wage statements. As a result, PEDROZA was denied the
22 accurate wage statements to which he was legally entitled and PEDROZA cannot promptly and
23 easily determine the exact hours he worked during each pay period. In addition, PEDROZA
24 will incur costs attempting to obtain information which Defendants should have provided in
25 accurate pay statements.

26 47. Accordingly, PEDROZA is entitled to the penalty specified in Labor Code
27 §226(e) in the amount of \$4,000.00.

28 48. In addition, Defendants are liable to PEDROZA for reasonable attorney's fees,

1 costs, and interest, which are hereby demanded, in an amount to be proven according to law.

2 49. MEDINA, while acting as owner, officer, director and managing agent of
3 CHINO STEEL, caused said corporation to violate provisions of California Industrial Welfare
4 Commission Wage Order 16 as well as California Labor Code § 226 with respect to
5 PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA is jointly and severally
6 liable along with CHINO STEEL for penalties, attorney's fees, prejudgment interest and costs,
7 pursuant to California Labor Code § 226.

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

10 **[Cal. Labor Code §§ 226(f) and 1198.5(k)]**

11 **(Against All Defendants)**

12 50. PEDROZA re-alleges and incorporates into this cause of action each of the
13 preceding paragraphs.

14 51. On November 15, 2021, PEDROZA's legal counsel made a written request to
15 Defendants CHINO STEEL and MEDINA for employment records pursuant to Labor Code
16 §§226(b) and 1198.5. Defendants' legal counsel requested an extension until December 13,
17 2021, to provide the requested records, which PEDROZA granted. Defendants did not provide
18 any records by December 13, 2021, did not request a further extension and, to date, have still
19 not provided any responsive records. Pursuant to Labor Code §226(f), Plaintiff PEDROZA is
20 entitled to receive a penalty in the sum of \$750.00 due to Defendants' failure to timely respond
21 to PEDROZA's request for employment records within 21 days of such request pursuant to
22 Labor Code §226(c). Pursuant to Labor Code §1198.5(k), PEDROZA is also entitled to receive
23 a second penalty in the sum of \$750.00 for failure to timely respond to this request within 30
24 days.

25 52. PEDROZA is entitled to reasonable attorney's fees, which are hereby
26 demanded, in an amount to be proved according to law.

27 53. In addition, PEDROZA is entitled to costs of suit.
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1 Labor Code §§ 221, 219(a), 224, 2802, and 2804 with respect to the failure to reimburse
2 business expenses to Plaintiff.

3 **EIGHTH CAUSE OF ACTION**

4 **CONTINUING WAGES PENALTY**

5 **[Cal. Labor Code §§ 201, 202, 203, and 558.1]**

6 **(Against All Defendants)**

7 61. PEDROZA re-alleges and incorporates into this cause of action each of the
8 preceding paragraphs.

9 62. Pursuant to Labor Code § 201 and § 202, upon termination of his employment,
10 PEDROZA was entitled to receive timely payment of all earned wages, including regular
11 wages, overtime compensation and compensation for meal and rest periods not received.
12 Because Defendants failed to pay such wages, PEDROZA is entitled to continuing wages set
13 forth in California Labor Code § 203.

14 63. MEDINA, while acting as owner, officer, director and managing agent of
15 CHINO STEEL caused said corporation to violate provisions of California Industrial Welfare
16 Commission Wage Order 16 as well as California Labor Code §203 with respect to
17 PEDROZA. Therefore, pursuant to Labor Code § 558.1, MEDINA is jointly and severally
18 liable along with CHINO STEEL for the continuing wages penalty, attorney's fees,
19 prejudgment interest and costs, pursuant to California Labor Code § 203.

20 **NINTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **[Cal. Bus. & Prof. Code §§ 17200-17208]**

23 **(Against All Defendants)**

24 64. PEDROZA re-alleges and incorporates into this cause of action each of the
25 preceding paragraphs.

26 65. Plaintiffs re-allege and incorporate by reference every allegation contained in
27 the preceding paragraphs of this Complaint as though set forth fully herein.

28 66. Defendants, and each of them, are "persons" as defined by Business and

1 Professions Code § 17201.

2 67. By this cause of action, Plaintiff seeks to enforce important rights affecting the
3 public interest. Plaintiff sues for his own interests as the former employee of Defendants and
4 as a party harmed by Defendants' unfair business practices.

5 68. Plaintiff suffered injuries-in-fact and has lost money as a result of Defendants'
6 unfair competition alleged herein.

7 69. Defendants have previously or continue to engage in unlawful, unfair, and/or
8 fraudulent business practices in violation of California Business and Professions Code
9 §17200, *et seq.*

10 70. Defendants, and each of them, have personally and intentionally participated
11 in, assisted, and/or conspired to commit these unlawful, unfair, and fraudulent business
12 practices.

13 71. Defendants, and each of them, have profited from these unlawful, unfair, and
14 fraudulent business practices at the expense of Plaintiff, at the expense of law-abiding
15 businesses, at the expense of Defendants' current and former employees, and at the expense of
16 the public.

17 72. As a direct and proximate result of Defendants' unfair and unlawful business
18 practices as alleged herein, Plaintiff has sustained injury and damages, including unpaid
19 wages and meal and rest period premium pay, in an amount to be established at trial.

20 73. Defendants, and each of them, should therefore be ordered to immediately
21 cease from engaging in the unlawful, unfair, and fraudulent conduct alleged herein. and
22 restore as restitution to PEDROZA those amounts accrued during the relevant claim period,
23 and not otherwise awarded in connection with the previous causes of action, as follows:

24 a) Unpaid minimum wage compensation required by California law, in an amount
25 to be proven at trial;

26 b) Unpaid overtime compensation required by California law, in an amount to be
27 proven at trial;
28

- 1 c) Unpaid compensation for meal periods not received in accordance with
2 California law, in an amount to be proven at trial;
3 d) Unpaid compensation for rest periods not received in accordance with
4 California law, in an amount to be proven at trial; and
5 e) Unreimbursed Expenses, in an amount to be proven at trial.

6 74. PEDROZA seeks restitution of all wages due from all Defendants in an amount
7 to be proven at trial, an injunction prohibiting Defendants from engaging in the unlawful,
8 unfair, and fraudulent conduct alleged herein, and attorneys fees, costs and interest.

9 **TENTH CAUSE OF ACTION**

10 **CIVIL PENALTIES UNDER THE**

11 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

12 **[Cal. Labor Code §§ 558, 558.1, and 2698, *et seq.*]**

13 **(On Behalf of Plaintiff and All Other Aggrieved Employees, Against All Defendants)**

14 75. PEDROZA, on behalf of himself and all other Aggrieved Employees, re-alleges
15 and incorporates into this cause of action the allegations in each of the preceding paragraphs.

16 76. The Private Attorneys General Act 2004 (California Labor Code §§ 2698, *et*
17 *seq.*) (“PAGA”) expressly establishes that any provision of the California Labor Code which
18 provides for a civil penalty to be assessed and collected by the LWDA, or any of its
19 departments, divisions, commissions, boards, agencies or employees for a violation of the
20 California Labor Code, may be recovered through a civil action brought by an aggrieved
21 employee on behalf of himself or herself, and other current or former employees.

22 77. On November 22, 2021, pursuant to PAGA, PEDROZA filed a notice with the
23 LWDA of the facts and theories supporting his claims. PEDROZA’s PAGA notice defines the
24 “Aggrieved Employees” as all of Defendants’ hourly-paid employees in California, beginning
25 November 22, 2020 (one year prior to the filing of PEDROZA’s PAGA notice). PEDROZA
26 hereby asserts this cause of action under PAGA on behalf of all such “Aggrieved Employees,”
27 all of which are current or former employees of Defendants, and all of which who suffered one
28 or more of the alleged violations by Defendants.

1 78. Pursuant to California Labor Code § 2699, PEDROZA, in a representative
2 capacity on behalf of all Aggrieved Employees, requests and is entitled to recover from
3 Defendants and each of them, civil penalties according to proof, interest, attorneys' fees and
4 costs.

5 79. Pursuant to California Labor Code § 2699, subdivision (i), civil penalties
6 recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%)
7 to the Labor and Workforce Development Agency for the enforcement of labor laws and
8 education of employers and employees about their rights and responsibilities and twenty-five
9 percent (25%) to the aggrieved employees.

10 80. As described in greater detail *supra*, at all times relevant to this action,
11 Defendants devised, formulated, implemented, and enforced, the following policies and
12 procedures in violation of California Law, including but not limited to the provisions of the
13 California Labor Code and Industrial Welfare Commission ("IWC") Wage Order 16, which
14 give rise to PAGA civil penalties under Cal. Lab. Code § 2698, *et seq.*:

15 **Civil Penalties for Failure to Pay Minimum Wages**

16 81. Through their policies and practices, Defendants failed to pay PEDROZA and
17 other Aggrieved Employees at least the applicable minimum wage for all hours, in violation of
18 Labor Code §§ 1194, 1197, 1191.1, and 1199.

19 **Civil Penalties for Failure to Pay Overtime**

20 82. While employed by Defendants, PEDROZA and other Aggrieved Employees
21 were required, suffered and permitted to work overtime hours.

22 83. Through their policies and practices, including their policy and practice of
23 prohibiting employees from recording overtime hours, requiring employees to remove
24 overtime hours that were recorded, and utilizing an unlawful system of rounding, Defendants
25 failed to pay premium wages for all overtime hours, in violation of Labor Code §§ 510; 1194,
26 and IWC Wage Order 16.

27 **Civil Penalties for Failure to Provide Meal Periods**

28 84. Through their policies and practices, Defendants failed to provide legally

compliant meal periods in violation of the Wage Order 16 and California Labor Code section 226.7 and California Labor Code § 512.

85. Because Defendants failed to record the meal periods taken (or not taken) by PEDROZA and other Aggrieved Employees, Defendants turned a blind eye to meal period violations.

Civil Penalties for Failure to Authorize and Permit Rest Periods

86. Through their policies and practices, Defendants failed to authorize and permit legally compliant rest periods in violation of the Wage Order 16 and California Labor Code section 226.7

87. During the relevant time period, Defendants implemented an illegal policy and practice requiring PEDROZA and other Aggrieved Employees to work during their rest periods.

Civil Penalties for Failure to Timely Pay Wages Upon Separation

88. Through their policies and practices, Defendants failed to timely pay PEDROZA and other Aggrieved Employees all wages due upon separation from their employment in violation of California Labor Code sections 201, 202, and 203.

89. Further, even though Defendants failed to timely pay employees all wages due upon separation, Defendants also failed to pay continuing wages under Labor Code section 203.

Civil Penalties for Failure to Timely Pay Wages During Employment

90. Through their policies and practices, Defendants intentionally and willfully failed to pay PEDROZA and other Aggrieved Employees, all wages due to them within the specific pay periods required under California Labor Code section 204.

91. For example, in violation of Labor Code section 204(b)(1), Defendants did not pay all overtime wages owed “no later than the payday for the next regular payroll period.”

Civil Penalties for Failure to Provide Compliant Wage Statements

92. Through their policies and practices, Defendants failed to provide PEDROZA and other Aggrieved Employees compliant wage statements in violation of California Labor

1 Code section 226, subdivision (a).

2 **Civil Penalties for Failure to Keep Complete and Accurate Payroll Records**

3 93. Through their policies and practices, Defendants failed to keep complete and
4 accurate payroll records in violation of California Labor Code section 1174(d). Among other
5 violations, Defendants failed to record all time worked by PEDROZA and other Aggrieved
6 Employees and failed to record the meal periods of PEDROZA and other Aggrieved
7 Employees.

8 **Civil Penalties for Violations of IWC Wage Order**

9 94. Labor Code section 1199(c) makes it a misdemeanor, punishable by monetary
10 fine, for employers that, among other things, violate the provisions of the IWC Wage Orders.
11 As described herein, Defendants violated the Wage Order 16 in many respects, including
12 without limitation, failure to pay minimum wages, failure to pay all required daily and weekly
13 overtime hours, failure to accurately record all work periods, including the beginning and
14 ending of meal periods, and failure to provide duty-free meal and rest periods, and failure to
15 indemnify or reimburse necessary business expenses.

16 **Exhaustion of Administrative Remedies under PAGA**

17 95. On November 11, 2021, pursuant to California Labor Code § 2699.3, Plaintiff,
18 through his counsel, on behalf of herself and all Aggrieved Employees, provided the LWDA
19 with written notice of the specific provisions of the California Labor Code that are alleged to
20 have been violated, including the facts and theories to support such violations.

21 96. A copy of said notice was also posted to Defendants by certified mail pursuant
22 to the requirements of Labor Code § 2699.3.

23 97. The LWDA has failed to notify Plaintiff of its intent to investigate these penalty
24 claims within sixty-five (65) days.

25 98. Thus, Plaintiff has exhausted administrative remedies under PAGA's Labor
26 Code § 2699.3(a)(2)(A).

27 99. Pursuant to Labor Code Section 2698 *et seq.*, PEDROZA, in a representative
28 capacity, is entitled to recover civil penalties on behalf of himself and each Aggrieved

Employee, for each and every pay period in which a Labor Code violation or applicable IWC Wage Order violation occurred, in an amount according to proof at trial.

100. PEDROZA on behalf of himself and the Aggrieved Employees, is informed and believes, and based thereon alleges, that MEDINA is the owner, officer, and/or manager of CHINO STEEL and while acting in this capacity caused said corporation to violate provisions of the Labor Code and IWC Wage Order 16 with respect to PEDROZA and other Aggrieved Employees. Thus, pursuant to Labor Code § 558.1, MEDINA is jointly and severally liable for the violations alleged herein, and the resulting penalties owed.

101. PEDROZA and all aggrieved employees are also entitled to reasonable attorney's fees and costs pursuant to Labor Code §§ 2699(g), and any other applicable statute, which are respectfully requested, in an amount according to proof at trial.

PRAYER

WHEREFORE PEDROZA prays judgment be entered against Defendants, and each of them, as follows:

ON THE FIRST CAUSE OF ACTION

1. For unpaid wage compensation pursuant to California Labor Code § 1194 in an amount to be proven at trial;
2. For liquidated damages equal to unpaid minimum wage pursuant to Labor Code 1194.2;
3. For attorneys fees, costs, and interest; and

ON THE SECOND CAUSE OF ACTION

4. For unpaid overtime compensation pursuant to California Labor Code § 1194 in an amount to be proven at trial;
5. For restitution of unpaid overtime compensation owing pursuant to California law in an amount to be proven at trial;
6. For attorneys fees, costs, and interest;

ON THE THIRD CAUSE OF ACTION

7. For compensation for meal periods not received pursuant to Labor Code § 226.7

1 in an amount to be proven at trial;

- 2 8. For restitution of unpaid compensation for meal periods not received pursuant to
3 California law in an amount to be proven at trial;

4 **ON THE FOURTH CAUSE OF ACTION**

- 5 9. For compensation for rest periods not received pursuant to Labor Code § 226.7 in
6 an amount to be proven at trial;
7 10. For restitution of unpaid compensation for rest periods not received pursuant to
8 California law in an amount to be proven at trial;

9 **ON THE FIFTH CAUSE OF ACTION**

- 10 11. For the penalty specified in Labor Code § 226(e) in an amount to be proven at
11 trial of \$4,000.00;
12 12. For attorneys fees, costs, and interest;

13 **ON THE SIXTH CAUSE OF ACTION**

- 14 13. For the penalty specified in Labor Code § 226(f) in the sum of \$750;
15 14. For the penalty specified in Labor Code § 1198.5(f) in the sum of \$750;
16 15. For attorneys fees, costs, and interest;

17 **ON THE SEVENTH CAUSE OF ACTION**

- 18 16. For compensation for unreimbursed business expenses pursuant to Labor Code §
19 2802 in an amount to be proven at trial;
20 17. For attorneys fees, costs, and interest;

21 **ON THE EIGHTH CAUSE OF ACTION**

- 22 18. For the penalty specified in Labor Code § 203 in an amount to be proven at trial;

23 **ON THE NINTH CAUSE OF ACTION**

- 24 19. For restitution of wages under Business & Professions Code §§ 17200, *et seq.*;
25 20. For an order enjoining Defendants from further unfair and unlawful business
26 practices in violation of Business & Professions Code §§ 17200, *et seq.*;
27 21. For attorneys' fees, costs, and interest;
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