

MESSRELIAN LAW INC.

Harout Messrelian, Esq., SB# 272020
500 N. Central Ave., Suite 840
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983
Email: hm@messrelianlaw.com

Attorneys for Plaintiff Jesus Gonzalez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JESUS GONZALEZ,) CASE NO.: 22CV01984

Plaintiff,

vs.

RANCH HANDS CONSTRUCTION, LLC;
DANIEL ROSS; and DOES 1 to 25,
inclusive,

Defendants.

) **COMPLAINT FOR DAMAGES FOR:**

- 1) **FAILURE TO COMPENSATE FOR ALL HOURS WORKED;**
- 2) **FAILURE TO PAY MINIMUM WAGES;**
- 3) **FAILURE TO PAY OVERTIME;**
- 4) **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS;**
- 5) **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS;**
- 6) **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD;**
- 7) **FAILURE TO GIVE REST BREAKS;**
- 8) **FAILURE TO GIVE MEAL BREAKS;**
- 9) **PRIVATE ATTORNEYS GENERAL ACT ("PAGA");**
- 10) **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES;**
- 11) **FAILURE TO PROVIDE PERSONNEL RECORDS;**
- 12) **FAILURE TO PROVIDE PAY RECORDS;**
- 13) **VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 17200.**

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, JESUS GONZALEZ (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Barbara in this judicial district because Defendants RANCH HANDS CONSTRUCTION, LLC, DANIEL ROSS, and DOES 1 to 25, inclusive, do business in the County of Santa Barbara and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Santa Barbara is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the city of Oxnard, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant RANCH HANDS CONSTRUCTION, LLC is and was a California limited liability company, doing business in Santa Barbara County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant DANIEL ROSS is a male resident of the County of Santa Barbara, State of California, and the owner, corporate officer, or managing agent/director of RANCH HANDS CONSTRUCTION, LLC. Plaintiff is informed and believes and thereon alleges that DANIEL ROSS managed, was directly involved in the day-to-day operations of RANCH HANDS CONSTRUCTION, LLC and personally controlled the hours, wages, and/or working conditions of the employees, including Plaintiff and other similarly situated aggrieved employees (as defined below). As such, DANIEL ROSS is being included in this lawsuit pursuant to Labor Code Section 558.1. RANCH HANDS CONSTRUCTION, LLC and DANIEL ROSS are hereinafter collectively referred to as “RANCH HANDS” or “Defendants.”

5. The “Aggrieved Employees” are all current and former hourly, non-exempt employees who worked for RANCH HANDS in the state of California during the relevant time period pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”).

6. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or

1 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
2 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
3 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
4 for the conduct alleged herein. Upon discovering the true names and capacities of these
5 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
6 capacities of these fictitiously named defendants.

7 7. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
8 that information and belief, alleges that at all times herein mentioned, each of the remaining
9 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
10 under the authority of their agency, employment, or representative capacity, with the consent
11 of his/her codefendants.

12 **GENERAL ALLEGATIONS**

13 8. Plaintiff first started working for RANCH HANDS at the end of 2021. Plaintiff was
14 classified as an hourly, non-exempt employee and earned approximately \$26.00 per hour as a
15 laborer. Plaintiff's employment ended approximately on or around January 20, 2022.

16 9. It is Plaintiff's position that RANCH HANDS has violated numerous California
17 Labor Code Sections against Plaintiff and other similarly situated Aggrieved Employees.

18 10. RANCH HANDS did not provide Plaintiff and other similarly situated Aggrieved
19 Employees with the minimum wages to which they were entitled for all work performed and did
20 not compensate him and others for all hours worked pursuant to California Labor Code sections
21 1194, 1197 and 1197.1. Plaintiff and others were not paid for all hours worked and consistently
22 worked "off the clock". This is so because employees such as Plaintiff and others were not paid
23 for travel time as a matter of company policy, despite spending several hours per week traveling
24 to work sites in their own personal vehicles. In fact, the company stated that Plaintiff's drive
25 time was actually his "break time" under California law. It is also important to note that there
26 was no formal clock-in/clock-out and timekeeping system at the workplace, and as such, Plaintiff
27 was not paid for all hours worked. In addition, the company rounded down work hours to the
28 detriment of employees, which is akin to a minimum wage violation. Moreover, and since the
employer required Plaintiff to utilize his own hand tools in effectuating the construction work to

1 be done, the employer was required to pay Plaintiff and others twice the minimum wage per
2 Industrial Welfare Commission Wage Order no. 16-2001, section 8B, however, this was not the
3 case.

4 11. Due to the above “off the clock” violations, RANCH HANDS violated Labor Code §510
5 because it failed to pay Plaintiff and other similarly situated Aggrieved Employees overtime,
6 even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week
7 throughout their employment. Plaintiff’s and others’ actual work hours, which included the “off
8 the clock” work as described above, entitled them to overtime, however, it was not company
9 policy to keep accurate track of all hours worked and to pay employees ANY amount of
10 overtime, including travel time as alluded to above. There simply was only straight time pay and
11 NO overtime pay per company policy and in contravention of California law.

12 12. RANCH HANDS also violated Labor Code §§ 512 and 226.7 along with the applicable
13 Industrial Welfare Commission Wage Order (Wage Order no. 16) because it failed to provide
14 Plaintiff and other similarly situated Aggrieved Employees the requisite 30-minute,
15 uninterrupted meal periods for every five (5) hours of work throughout their employment, and
16 Plaintiff did not validly waive said meal periods. RANCH HANDS did not completely relieve
17 Plaintiff of all duty during said meal periods. RANCH HANDS did not pay to Plaintiff one
18 additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or
19 more statutory meal periods was not provided. It was not company policy and not part of the
20 culture for employees such as Plaintiff and others to take timely, uninterrupted meal breaks. As
21 such, the culture at RANCH HANDS did not lend itself to the employees receiving timely
22 statutory breaks wherein they were relieved of all work duties. Plaintiff and others would
23 consistently receive their meal breaks after the 5th hour worked and they would not be
24 compensated with premium wage for their missed, interrupted, late, or short meal periods.
25 Furthermore, to the extent Plaintiff and others worked a 10-hour shift or longer, there was no
26 second meal period provided. In addition, and as alluded to above, Plaintiff and others never
27 received an actual meal period because the company considered his drive time to be a “break”,
28 except Plaintiff was not relieved of all duties during his drive time and would not even have an
opportunity to sit down and have a proper lunch. Plaintiff would be told to “eat his burrito fast”

1 and while driving because there are no other breaks. Moreover, RANCH HANDS had no policy
2 in place regarding keeping of track of whether employees such as Plaintiff and others were
3 receiving timely, uninterrupted meal periods.

4 13. RANCH HANDS also violated Labor Code § 226.7 along with the applicable
5 Industrial Welfare Commission Wage Order (Wage Order No. 16) because it failed to provide
6 Plaintiff and other similarly situated Aggrieved Employees 10-minute rest periods for every four
7 hours of work, or majority portion thereof, throughout their employment. RANCH HANDS did
8 not completely relieve Plaintiff of all duty during said rest periods. RANCH HANDS did not
9 pay to Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each
10 workday that one or more statutory rest periods was not provided. Like the situation with meal
11 breaks, Plaintiff and others did not take timely, uninterrupted rest breaks wherein they were
12 relieved of all duty. It was not company policy and not part of the culture for employees such as
13 Plaintiff and others to take any rest breaks since it was the normal practice and custom of
14 RANCH HANDS not to authorize, permit, and enforce statutory rest periods. Employees such
15 as Plaintiff were not even given one "break" per as there was no such thing as a "rest break"
every 4 hours worked.

16 14. Furthermore, during the relevant time period and due to the labor code violations as
17 discussed above, RANCH HANDS failed to pay Plaintiff and other similarly situated Aggrieved
18 Employees all wages due to them within any time period specified by California Labor Code
19 section 204.

20 15. RANCH HANDS was also in violation of California Labor Code section 226(a), by
21 failing to include accurate, pertinent information on the wage statements, including but not
22 limited to, all hours worked, overtime hours worked, all applicable hourly rates, the correct legal
23 name and correct address of employer entity, gross wages earned, all deductions, net wages
24 earned, reimbursement for business expenses, the correct start and end of the applicable pay
25 period, the employee ID numbers or social security numbers, among other items. As such,
26 RANCH HANDS did not provide Plaintiff and other similarly situated Aggrieved Employees
27 with complete, accurate itemized wage statements. In fact, Plaintiff never once received an actual
28 pay stub, despite actually formally asking for his paystubs on numerous occasions. Plaintiff and

1 others are essentially denied access to their pay stubs as a standard practice and company policy.

2 16. RANCH HANDS violated Labor Code § 203 because it willfully failed to pay other
3 similarly situated Aggrieved Employees earned and due wages upon separation of employment,
4 either immediately upon involuntary termination, or within 72 hours of resignation. These earned
5 but unpaid wages include compensation for all hours worked, minimum wages, overtime wages,
6 meal/rest period compensation described above, and business expense reimbursement

7 17. During the relevant time period, RANCH HANDS also failed to keep accurate and
8 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
9 and other Aggrieved Employees pursuant to California Labor Code sections 1174(d).

10 18. Moreover, RANCH HANDS failed to provide sick pay pursuant to Labor Code sections
11 232 and 246 and also failed to provide Worker's Compensation coverage for Plaintiff and other
12 Aggrieved Employees in violation of Labor Code Section 3700.5.

13 19. During the relevant time period, Plaintiff and other Aggrieved Employees incurred
14 necessary, business-related expenses and costs that were not reimbursed by RANCH HANDS.
15 These costs include, but are not limited to, use of personal cell phones for work purposes as
16 Plaintiff would have to use his cell phone to take photos to send to the job site inspector. Plaintiff
17 and others were also not reimbursed for use of their personal tools. RANCH HANDS may have
18 had tools; however, they were not the ones that Plaintiff needed to perform his job duties.
19 Furthermore, although Plaintiff was partially reimbursed for mileage for using his personal
20 vehicle, it was not enough to cover his actual gas expenses and not per the IRS guidelines.
21 Accordingly, RANCH HANDS was in violation of California Labor Code sections 2800 and
22 2802.

23 20. Furthermore, Plaintiff and others were not provided suitable restroom and rest break
24 facilities despite lodging complaints regarding these substandard working conditions.

25 ///

26 ///

27 ///

28 ///

///

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

3 **(California Industrial Welfare Commission Order 16-2001, California Code of**
4 **Regulations Title 8 Section 11160, and California Labor Code Section 1198)**

5 **(Plaintiff against all named defendants and all DOE defendants)**

6 21. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 20, inclusive, of this Complaint as though fully set forth herein.

8 22. At all times relevant herein, Defendants were required to compensate their employees
9 for all hours worked upon reporting for work at the appointed time stated by the employer
10 pursuant to Industrial Welfare Commission Order 16-2001, California Code of Regulations,
11 Title 8, Section 11160.

12 23. For the three (3) years preceding filing of this action, Defendants failed to compensate
13 Plaintiff for all hours worked.

14 24. Under the aforementioned wage order and regulations, Plaintiff is to recover
15 compensation for all hours worked but not paid by Defendants for the three (3) years
16 preceding the filing of this Complaint.

17 25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
18 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
19 this Court.

20 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
21 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is
22 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus
23 reasonable attorney's fees and costs of suit.

24 27. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
26 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

27 ///

28 ///

///

1 33. For all hours worked by Plaintiff for which he was paid less than the minimum wage
2 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
3 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
4 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
5 Plaintiff is also entitled to attorney's fees, costs and interests according to proof.

6 34. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
7 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
8 trial.

9 **THIRD CAUSE OF ACTION**

10 **FAILURE TO PAY OVERTIME**

11 **(California Industrial Welfare Commission Order 16-2001, California Code of**
12 **Regulations Title 8 Section 11160; California Labor Code Section 510)**
13 **(Plaintiff against all named defendants and all DOE defendants)**

14 35. Plaintiff re-alleges and incorporates by reference each and every allegation in
15 paragraphs 1 through 34, inclusive, of this Complaint as though fully set forth herein.

16 36. Pursuant to Industrial Welfare Commission Order No. 16-2001, Cal. Code of
17 Regs., Title 8, Section 11160, for the period of Plaintiff's employment, Defendants were
18 required to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5)
19 times the regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours
20 in a week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
21 hours in a day or hours worked in excess of eight (8) on the seventh consecutive work day in a
22 week.

23 37. Plaintiff was a non-exempt employee entitled to the protections of the California
24 Industrial Welfare Commission Order No. 16-2001, California Code of Regulations,
25 Title 8, Section 11160.

26 38. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a
27 single workday or forty (40) hours in a single workweek on numerous occasions.

28 39. Plaintiff was entitled to the above overtime premiums.

40. Defendants did not pay Plaintiff premium wages of at least one and one-half times

1 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay
2 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past
3 twelve (12) in a day. Defendants did not pay Plaintiff premium wages of at least one and one-
4 half times Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

5 41. Furthermore, since Plaintiff and others were not paid their correct regular rate for all
6 hours worked (at twice the minimum wage), they were also not paid the corresponding correct
7 and accurate overtime rate of pay.

8 42. Plaintiff worked at least one pay period in which he was not properly paid overtime
9 within the three (3) years prior to the initiation of this lawsuit.

10 43. Defendants know or should know the actual dates of overtime worked, the amount of
11 overtime worked, and the amount of unpaid overtime due.

12 44. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
13 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
14 Court.

15 45. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
16 Regulations, Title 8, Sections 11160, Plaintiff is entitled to recover damages for the
17 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
18 reasonable attorney's fees and costs of suit.

19 46. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **FOURTH CAUSE OF ACTION**

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

24 **(California Labor Code Section 226)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 47. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 46, inclusive, of this Complaint as though fully set forth herein.

28 48. Pursuant to California Labor Code Section 226, every employer must furnish each
employee an itemized statement of wages and deductions at the time of payment of wages.

1 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
2 accurately reflected all information required by Labor Code Section 226, including but not
3 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
4 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
5 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed
6 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with
7 California Labor Code Section 226(a).

8 50. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
9 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
10 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
11 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
12 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
13 the 3-year period immediately preceding the date this lawsuit was filed.

14 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
15 sustained damages, including loss of earnings, in an amount to be established at trial. As a
16 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
17 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
18 and attorney's fees pursuant to statute.

19 52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **FIFTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

24 **(California Labor Code Sections 201, 203)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 53. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 52, inclusive, of this Complaint as though fully set forth herein.

28 54. Pursuant to California Labor Code Section 201(a), an employer who discharges an
employee must immediately pay for all compensation due and owing.

1 55. Pursuant to California Labor Code Section 202, when an employee resigns, the
2 employer must pay all compensation due and owing within 72 hours of resignation, or on the
3 employee's last day of work if the employee gives more than 72 hours notice of resignation.

4 56. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
5 without abatement or reduction, any wages of an employee whose employment ends, the wages
6 of the employee shall continue as a penalty from the due date at the same rate until paid or until
7 an action is commenced; however, the wages shall not continue for more than 30 days for
8 failure to pay an employee owed wages.

9 57. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
10 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
11 wages as required by Labor Code Section 203.

12 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
15 preceding the filing of this lawsuit.

16 59. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
17 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
18 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

19 60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
20 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
21 trial.

22 **SIXTH CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

24 **(California Labor Code Section 204)**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 61. Plaintiff re-alleges and incorporates by reference each and every allegation in
27 paragraphs 1 through 60, inclusive, of this Complaint as though fully set forth herein.

28 62. California Labor Code Section 204 establishes the fundamental right of all employees
in the State of California to be paid wages in a timely fashion for their work.

1 63. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
2 full amount of all owed wages when due as required by California Labor Code Section 204.

3 64. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is
4 informed, believes, and thereon alleges, that all times relevant during the liability period,
5 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,
6 including overtime hours, the minimum wage, and premium pay for missed meal and rest
7 breaks.

8 65. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
9 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
10 amount of unpaid wages is not presently known to Plaintiff but can be determined directly
11 from Defendants' records or indirectly based on information from Defendants' records.

12 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
13 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
14 trial.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO GIVE REST BREAKS**

17 **(Plaintiff against all named defendants and all DOE defendants)**

18 67. Plaintiff re-alleges and incorporates by reference each and every allegation in
19 paragraphs 1 through 66, inclusive, of this Complaint as though fully set forth herein.

20 68. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 21 a. Title 8 of the California Code of Regulations Sections 11160(11)(A), which
22 provides that every employer shall authorize and permit all employees to take rest
23 periods, which insofar as practicable shall be in the middle of each work period.
24 The authorized rest period time shall be based on the total hours worked daily at the
25 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 26 b. Title 8 of the California Code of Regulations Sections 11160(11)(B), which
27 provides that if an employer fails to provide an employee a rest period in
28 accordance with the applicable provisions of this order, the employer shall pay the
employee one (1) hour of pay at employee's regular rate of compensation for each

workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11160(18)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

69. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

70. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

71. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

72. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

EIGHTH CAUSE OF ACTION

FAILURE TO GIVE MEAL BREAKS

(Plaintiff against all named defendants and all DOE defendants)

73. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 72, inclusive, of this Complaint as though fully set forth herein.

1 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 2 a. California Labor Code section 512(a), which requires that employees be given a 30-
3 minute uninterrupted meal break after five (5) hours of work, and a second
4 uninterrupted meal break after ten (10) hours of work;
- 5 b. California Labor Code section 226.7, which states that (a) no employer shall require
6 any employee to work during any meal period mandated by an applicable order of
7 the Industrial Welfare Commission, and (b) if any employer fails to provide an
8 employee a meal period in accordance with an applicable order of the Industrial
9 Welfare Commission, the employer shall pay the employee one (1) additional hour
10 of pay at the employee's regular rate of compensation for each workday that the
11 meal period is not provided;
- 12 c. California Industrial Welfare Commission Order No. 16 section 10(F), as codified
13 under Title 8 of the California Code of Regulations Section 11160, which states that
14 if an employer fails to provide an employee a meal period in accordance with the
15 applicable provisions of the Wage Order, the employer shall pay the employee one
16 (1) hour of pay at the employee's regular rate of compensation for each workday
17 that the meal period is not provided;
- 18 d. California Industrial Welfare Commission Wage Order No. 16 Section 6(A)(3), as
19 codified under Title 8 of the California Code of Regulations Section 11160, which
20 requires an employer to maintain records documenting its employees' meal periods;
- 21 e. California Industrial Welfare Commission wage order No. 16 Section 18(A), as
22 codified under California Code of Regulations Section 11160, which penalizes the
23 employer \$50.00 for each initial violation, per employee, of any provision of the
24 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 25 f. California Labor Code section 1171 and 1173, which have given the California
26 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 16)
27 as enforceable law.

28 75. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
after five (5) hours of work. California Labor Code section 512(a) and California Industrial

1 Welfare Commission Order No. 16, as codified under California Code of Regulations Section
2 11160 et. seq. requires that employees receive uninterrupted meal periods every five (5) hours
3 of consecutive work, and that the meal period be at least 30 minutes in length, wherein employee
4 is relieved of all work duty. California Labor Code section 226.7 provides that employers may
5 not require their employees to work through their meal periods. California Labor Code section
6 226.7 and California Code of Regulations section 11160 requires that if the employer fails to
7 provide the employee with an uninterrupted meal period, the employer must pay the employee
8 one (1) hour of pay for each work day that the meal period is not given.

9 76. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
10 regulations, and wage orders alleged in this cause of action along with any allowable interest,
11 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
12 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

13 77. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
14 fees as well as interest under Labor Code section 218.6.

15 78. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
16 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
17 trial.

18 **NINTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **Individual and Representative Claim for PAGA penalties under California Labor Code**

21 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 232, 246, 510, 512, 558,**

22 **558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 79. Plaintiff re-alleges and incorporates by reference each and every allegation in
25 paragraphs 1 through 78, inclusive, of this Complaint as though fully set forth herein.

26 80. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
27 Defendants of the specific violations of the California Labor Code that Defendants
28 and DOE defendants have violated and continue to violate.

81. Pursuant to California Labor code section 2699.3, no response was received from the

1 LWDA within 65 days of the postmark date of the above-alleged letter.

2 82. Plaintiff therefore has exhausted all administrative remedies required of him under
3 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
4 cause of action and pursue penalties in a representative action for Defendants' violations of the
5 Labor Code.

6 83. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
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 violation of the code
9 may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee
10 on behalf of himself or herself and other current or former employees pursuant to the procedures
11 specified in California Labor Code section 2699.3.

12 84. Plaintiff is an "Aggrieved Employee" because Plaintiff was employed by the alleged
13 violator and had one or more of the alleged violations committed against him, and therefore is
14 properly suited to represent the interests of other current and former employees.

15 85. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks
16 penalties under California Labor Code sections 2698 and 2699 because of Defendants'
17 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

18 86. Plaintiff therefore has exhausted all administrative remedies required of him under
19 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
20 cause of action and pursue penalties in a representative action for Defendants' violations of the
21 Labor Code.

22 87. California Labor Code section 2699 et seq. imposes penalties upon culpable
23 Defendants for violating the Labor Code.

24 88. California Labor Code section 558 establishes a civil penalty as follows: Any
25 employer or other person action on behalf of an employer who violates, or causes to be
26 violated, a section of this chapter or any provision regulating hours and days of work in any
27 order of the Industrial Welfare Commission (including the "Hours and Days of Work" section
28 of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty
dollars (\$50) for each underpaid employee for each pay period for which the employee was

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

3 89. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
4 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not
5 seeking individual/victim specific relief or underpaid wages under this particular cause of
6 action.

7 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
8 law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
9 the following:

10 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
11 226.3, 226.7, 232, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2802, 3700.5
12 via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage
13 Orders (Order no. 16) violated based on the facts alleged in this Complaint.

14 91. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
15 costs, and civil penalties on behalf of Plaintiff and other current and former Aggrieved
16 Employees as alleged herein in an amount to be shown according to proof at trial and within the
17 jurisdictional limits of this Court.

18 **TENTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

20 **(Plaintiff against all Defendants and DOE Defendants, and each of them)**

21 92. Plaintiff re-alleges and incorporates by reference each and every allegation in
22 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

23 93. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties."

26 94. Beginning at least 3 years prior to the filing of this complaint, in order to discharge
27 their duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course
28 of completing his job duties, which were not reimbursed by Defendants. These costs include, but
are not limited to, use of personal cell phones for work purposes as Plaintiff would have to use

1 his cell phone to take photos to send to the job site inspector. Plaintiff and others were also not
2 reimbursed for use of their personal tools. RANCH HANDS may have had tools; however, they
3 were not the ones that Plaintiff needed to perform his job duties. Furthermore, although Plaintiff
4 was partially reimbursed for mileage for using his personal vehicle, it was not enough to cover
5 his actual gas expenses and not per the IRS guidelines. Plaintiff is entitled to reimbursement for
6 these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code
7 section 2802.

8 **ELEVENTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE PERSONNEL RECORDS**

10 **(Plaintiff against All Named Defendants and DOE Defendants, and each of them)**

11 95. Plaintiff re-alleges and incorporates by reference each and every allegation in
12 paragraphs 1 through 94, inclusive, of this Complaint as though fully set forth herein.

13 96. Labor Code section 1198.5 dictates "every current and former employee, or his or her
14 representative, has the right to inspect and receive a copy of the personnel records that the
15 employer maintains relating to the employee's performance or to any grievance concerning the
16 employee."

17 97. Moreover, pursuant to sub-part (b)(1) of Labor Code section 1198.5, "the employer
18 shall make the contents of those personnel records available for inspection to the current or
19 former employee, or his or her representative, at reasonable intervals and at reasonable
20 times..." On information and belief, Defendants intentionally failed to provide Plaintiff with
21 personnel records when requested by Plaintiff via letter on January 31, 2022, as required by
22 law. Plaintiff requested his personnel records in accordance with California Labor Code
23 section 1198.5(k) on January 31, 2022, via U.S. certified mail, return receipt requested.

24 98. Defendants failed to provide Plaintiff with an opportunity to inspect or copy her
25 records within 30 days. As a direct result of Defendants' violations alleged herein, Plaintiff has
26 suffered and continues to suffer substantial losses related to Defendants' failure to provide
27 personnel records.

28 99. Plaintiff seeks all available remedies for Defendants' violations including, but not
limited penalties, and costs to the extent permitted by law and according to proof at trial.

1 Pursuant to Labor Code section 1198.5, Plaintiff prays for judgment against Defendants
2 in the amount of \$750.00, along with costs and attorney's fees.

3 **TWELFTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE PAY RECORDS**

5 **(Against All Named Defendants and all DOE Defendants)**

6 100. Plaintiff re-alleges and incorporates by reference each and every allegation in
7 paragraphs 1 through 99, inclusive, of this Complaint as though fully set forth herein.

8 101. Labor Code section 226 sub-section (b) dictates "an employer...shall afford current
9 and former employees the right to inspect or copy records pertaining to their employment,
10 upon reasonable request to the employer..."

11 102. Moreover, pursuant to sub-section (c) of Labor Code section 226, "an employer who
12 receives a written or oral request to inspect or copy records pursuant to subdivision (b)
13 pertaining to a current or former employee shall comply with the request as soon as
14 practicable, but no later than 21 calendar days from the date of the request." On information
15 and belief, Defendants intentionally failed to provide Plaintiff with pay records when requested
16 by Plaintiff via certified letter, return receipt requested, on January 31, 2022, and as required
17 by law. Plaintiff requested his pay records in accordance with California Labor Code section
18 226 on January 31, 2022, via certified mail. Defendants failed to provide Plaintiff with an
opportunity to inspect or copy his pay records within 21 days.

19 103. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and
20 continues to suffer substantial losses related to Defendants' failure to provide pay records.
21 Pursuant to Labor Code section 226, Plaintiff prays for judgment against Defendants in the
22 amount of \$750.00, along with costs and attorney's fees.

23 104. Plaintiff seeks all available remedies for Defendants' violations including, but not
24 limited penalties, and costs to the extent permitted by law and according to proof at trial.

25 ///

26 ///

27 ///

28 ///

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

3 **(California Business and Professions Code Section 17200)**

4 **(Against RANCH HANDS CONSTRUCTION, LLC and all DOE Defendants)**

5 105. Plaintiff re-alleges and incorporates by reference each and every allegation in
6 paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

7 106. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
8 constitutes unfair and unlawful business practices under California Business and Professions
9 Code Section 17200, et seq.

10 107. Defendant's violations of California labor laws and the Labor Code constitutes a
11 business practice because it was done repeatedly over a significant period of time in a
12 systematic manner that was detrimental to Plaintiff and others.

13 108. California Business and Professions Code section 17200 et seq. prohibits unfair
14 business practices by employers including, but not limited to, widespread violations of
15 California laws.

16 109. Defendant's violations of California labor laws and the Labor Code constitutes a
17 business practice because it was done repeatedly over a significant period of time in a
18 systematic manner that was detrimental to Plaintiff and other Aggrieved Employees.

19 110. For the four years preceding the filing of this action, Plaintiff has suffered damages
20 and request damages and/or restitution of all monies and profits to be disgorged from
21 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of
22 this Court.

23 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
24 follows:

- 25 1. For compensatory damages to Plaintiff in an amount subject to proof at trial;
- 26 2. For special and consequential damages to the extent allowed by law;
- 27 3. For damages for wages and overtime not paid to Plaintiff in an amount subject to
28 proof at trial;
4. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount

1 subject to proof at trial;

2 5. For damages and penalties pursuant to Labor Code Section 203 in an amount
3 subject to proof at trial;

4 6. For restitution and disgorgement for all unfair business practices by Defendants
5 against Plaintiff in an amount subject to proof at trial;

6 7. For an order enjoining Defendants from further unfair and unlawful business
7 practices in violation of Business and Professions Code Sections 17200, et seq.;

8 8. For one hour of wages due to Plaintiff for each work period of more than five (5)
9 hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;

10 9. For one hour of wages due to Plaintiff for each work period of four (4) hours or
11 major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

12 10. For maximum civil penalties available under the Labor Code and applicable Wage
13 Order against Defendants as described more particularly in the Complaint and representative
14 PAGA claim;

15 11. For all remedies available to Plaintiff under the applicable Wage Order and the
16 Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
17 damages, damages, penalties, and waiting time penalties according to proof to the extent
18 permitted by law;

19 12. For the imposition of civil penalties and/or statutory penalties;

20 13. For all interest as allowed by law;

21 14. For all costs and disbursements incurred in this suit;

22 15. Reasonable attorney's fees where available by law, including but not limited to,
23 pursuant to Labor Code section 2698 et seq., and the California Labor Code and/or other
24 applicable laws; and

25 ///

26 ///

27 ///

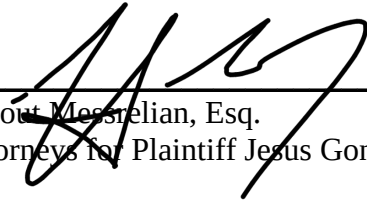
28 ///

///

1 16. For such other and further relief as this Court may deem proper.

2
3 DATED: May 24, 2022

MESSRELIAN LAW INC.

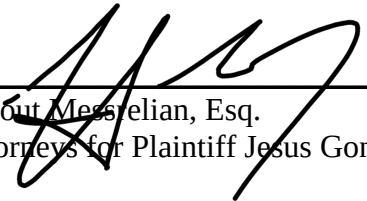
4
5 By 
6 Harout Messrelian, Esq.
7 Attorneys for Plaintiff Jesus Gonzalez

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

10
11 DATED: May 24, 2022

MESSRELIAN LAW INC.

12
13 By 
14 Harout Messrelian, Esq.
15 Attorneys for Plaintiff Jesus Gonzalez