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10 Attorneys for Plaintiff,

11 ALFREDO BETANCOURT, and all others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **FOR THE COUNTY OF SAN MATEO**

14 **(UNLIMITED JURISDICTION)**

15 ALFREDO BETANCOURT, on behalf of
16 himself, all others similarly situated, and
17 the general public, and as an “aggrieved
18 employee” on behalf of other “aggrieved
19 employees” under the Labor Code Private
20 Attorneys General Act of 2004,

21 *Plaintiff,*

22 vs.

23 L3 TECHNOLOGIES, INC., and DOES 1-
24 25, inclusive,

25 *Defendants.*

Case No.: 23-CIV-05704

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198);
4. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
5. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
6. Wage Statement Penalties (Lab. Code § 226);
7. Waiting Time Penalties (Lab. Code §§ 201-203);
8. Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
9. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
10. Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED

Electronically
FILED

by Superior Court of California, County of San Mateo

ON

7/9/2024

By

/s/ Haley Correa
Deputy Clerk

1 Plaintiff, ALFREDO BETANCOURT (hereafter “Plaintiff”), on behalf of himself and all
2 others similarly situated, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order Nos. 1-2001/4-2001 (hereafter “the
6 Wage Order”), against Defendant L3 TECHNOLOGIES, INC., a Delaware corporation, its
7 wholly-owned subsidiaries, including , L3Harris Maritime Power & Energy Solutions, Inc., and
8 DOES 1-25, inclusive (collectively “Defendants” or “L3”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated current and former California-based hourly workers, for unpaid
11 wages, statutory penalties, interest, and related relief. These claims are based on Defendants’
12 alleged failures to (1) pay all wages earned for all hours worked, (2) provide all meal and rest
13 periods in compliance with California law, (3) indemnify Plaintiff and the below-described class
14 for reasonable expenses incurred performing their duties, (4) provide accurate written wage
15 statements, (5) timely pay all wages during and upon termination of employment, and (6) fairly
16 compete. Accordingly, Plaintiff now seeks to recover unpaid wages and related relief through this
17 class and representative action.

18 **PARTIES**

19 3. Plaintiff Alfredo Betancourt is a resident of California. At all relevant times,
20 Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section
21 11010/11040 and an “aggrieved employee” within the meaning of Labor Code Section 2699(c).

22 4. Defendant L3 TECHNOLOGIES, INC. is a corporation organized and existing
23 under the laws of Delaware and is a citizen of California based on Plaintiff’s information and
24 belief.

25 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
26 participation in the conduct alleged herein of the Defendants sued as DOES 1-25, inclusive, but
27 is informed and believes and thereon alleges that said Defendants are legally responsible for the
28 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
when ascertained.

6. Plaintiff is informed and believes and thereon alleges that, at all relevant times

1 herein, all Defendants were the agents, employees, servants, masters, and/or employers of the
2 remaining Defendants, and, in doing the things hereinafter alleged, were acting within the course
3 and scope of such agency or employment and with the approval and ratification of each of the
4 other Defendants.

5 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
6 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
7 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
8 described class in accordance with applicable laws as alleged herein.

9 8. Plaintiff is informed and believes and thereon alleges that each and every one of
10 the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants,
11 each acting as agents and/or employees, and/or under the direction and control of each of the other
12 Defendants, and that said acts and failures to act were within the course and scope of said agency,
13 employment, and/or direction and control.

14 **CLASS ALLEGATIONS**

15 9. This action has been brought and may be maintained as a class action pursuant to
16 California Code of Civil Procedure section 382 because there is a well-defined community of
17 interest among the persons who comprise the readily ascertainable class defined below and
18 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
19 a class action.

20 10. **Class Definition:** The Class is defined as follows: All current and former hourly,
21 non-exempt employees who worked for L3 TECHNOLOGIES, INC. at any time during the
22 period beginning January 31, 2021 and ending on the date that the Court grants preliminary
23 approval of the Settlement. Plaintiff also seeks to certify the following Subclasses: (1) All current
24 and former hourly, non-exempt employees who worked for L3 TECHNOLOGIES, INC.'s Sylmar
25 facility at any time during the period of August 27, 2018 to December 31, 2021; and (2) All
26 current and former hourly, non-exempt employees who worked for Defendant's Anaheim and
27 Gardena, CA facilities at any time during the period beginning October 5, 2019 and ending on
28 the date that the Court grants preliminary approval of the Settlement. Members of the Class and
Subclass described above will collectively be referred to as "Class" or "Class Members".

11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
right to amend or modify the class definition with greater specificity, by further division into

subclasses and/or by limitation to particular issues.

12. **Numerosity:** The Class Members are so numerous that the individual joinder of each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

13. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium, and rest period premium;

B. Whether Defendants failed to include all non-discretionary pay/bonuses into the regular rate of pay;

C. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

D. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

E. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

F. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

G. Whether Defendants willfully failed to provide the Class Members with all wages earned every pay period during employment;

H. Whether Defendants willfully failed to provide the Class Members with timely final wages;

I. Whether Defendants failed to provide the Class Members with paid sick leave;

J. Whether Defendants failed to maintain accurate employment records pertaining to all of the Class Members;

K. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

1 L. Whether Class Members are entitled to restitution of money or property
2 that Defendants may have acquired from them through alleged Labor Code violations.

3 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
4 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
5 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
6 Code, the Wage Order, and the Business and Professions Code.

7 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
8 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
9 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
10 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
11 Members.

12 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
13 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
14 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
15 Plaintiff and absent Class Members.

16 17. **Superiority:** A class action is vastly superior to other available means for fair and
17 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
18 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
19 and efficiently prosecute their common claims in a single forum without the unnecessary
20 duplication of effort and expense that numerous individual actions would entail. In addition, the
21 monetary amounts due to many individual Class Members are likely to be relatively small and
22 would thus make it difficult, if not impossible, for individual Class Members to both seek and
23 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
24 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
25 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

26 **STATEMENT OF FACTS**

27 18. Defendants first employed Plaintiff on or around November 28, 2016 to work as a
28 paint finisher at the L3 facility located at 130 Constitution Drive in Menlo Park, California.
Plaintiff's job titles have included Industrial Paint Spec I and Industrial Paint Spec III. Plaintiff
was classified as an hourly, non-exempt employee and earned approximately \$33.00 per hour.
Plaintiff continuously worked for Defendants from the time of his hire until on or around August

12, 2021, when his employment with Defendants ended.

19. Plaintiff and the Class Members earned their wages at an hourly rate and Defendants issued their paychecks on a bi-weekly basis. At relevant times, Plaintiff and the Class Members worked shifts in excess of eight (8) hours in one workday and/or over forty (40) hours in one work week.

20. At all relevant times, Defendants did not provide Plaintiff and the Class Members with the minimum wages to which they were entitled for all work performed and did not compensate Plaintiff and the Class Members for all hours worked pursuant to California Labor Code sections 1194, 1197 and 1197.1. Plaintiff and the Class Members were not paid for all hours worked, because the company would routinely time shave and round down hours to the detriment of the employees, which would translate into employees not getting paid for all hours worked in contravention of California's minimum wage laws. Moreover, to the extent Plaintiff and the Class Members worked through their meal periods or their meal periods were interrupted by work obligations, Plaintiff and the Class Members did not receive compensation for all hours worked in violation of California's minimum wage laws. There were also occasions wherein Plaintiff was clocked out for work and the company asked him to come back and continue working for which he was not compensated. Moreover, during the Covid-19 pandemic, Defendants failed to pay its employees for time spent doing temperature checks and symptom questionnaires related COVID-19 screening.

21. At all relevant time, due to the above "off the clock" violations as mentioned above, Defendants violated Labor Code §510 because they failed to pay Plaintiff and the Class Members overtime and doubletime, even though they worked more than 8 hours per day, 12 hours per day, and/or 40 hours per week throughout their employment. Plaintiff's and the Class Members' actual work hours, which included the "off the clock" work as described above, entitled them to overtime and doubletime, however, it was not company policy to keep accurate track of all hours worked and to pay employees the correct amount of overtime. In addition, and despite providing bonuses and other incentive payments, Defendants did not factor in those payments in calculating employees' correct regular rate of pay in order to then calculate the correct overtime rate of pay.

22. At all relevant times, Defendants also violated Labor Code §§ 512 and 226.7 along with the applicable Industrial Welfare Commission Wage Order (Wage Order no. 1/4) because

1 they failed to provide Plaintiff and the Class Members the requisite 30-minute, uninterrupted
2 meal periods for every five (5) hours of work throughout their employment, and Plaintiff did not
3 validly waive said meal periods. Defendants did not completely relieve Plaintiff and the Class
4 Members of all duty during said meal periods. Defendants did not pay to Plaintiff and the Class
5 Members one additional hour of pay at Plaintiff's regular rate of compensation for each workday
6 that one or more statutory meal periods was not provided. It was not company policy and not part
7 of the culture for employees such as Plaintiff and the Class Members to take timely, uninterrupted
8 meal breaks. As such, the culture at L3 did not lend itself to the employees receiving timely
9 statutory breaks wherein they were relieved of all work duties. Plaintiff and the Class Members
10 would receive their meal breaks after the 5th hour worked or they would be interrupted during
11 their breaks and they would not be compensated with premium wage for their missed, interrupted,
12 late, or short meal periods. It was common for Plaintiff's manager to discuss work-related matters
13 with Plaintiff while he was trying to eat his lunch (at the designated company eating area on site).
14 Moreover, Defendants had no policy in place regarding keeping track of whether employees such
15 as Plaintiff and others were receiving timely, uninterrupted meal periods.

16 23. At all relevant time, Defendants also violated Labor Code § 226.7 along with the
17 applicable Industrial Welfare Commission Wage Order (Wage Order No. 1/4) because they
18 failed to provide Plaintiff and Class Members 10-minute rest periods for every four hours of
19 work, or majority portion thereof, throughout their employment. Defendants did not completely
20 relieve Plaintiff of all duty during said rest periods. Defendants did not pay to Plaintiff one
21 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or
22 more statutory rest periods was not provided. Like the situation with meal breaks, Plaintiff and
23 others did not take timely, uninterrupted rest breaks of at least two per day wherein they were
24 relieved of all duty. It was not company policy and not part of the culture for employees such as
25 Plaintiff and others to take uninterrupted rest breaks since it was the normal practice and custom
26 of Defendants not to authorize, permit, and enforce statutory rest periods.

27 24. Furthermore, during the relevant time period and due to the labor code violations
28 as discussed above, Defendants failed to pay Plaintiff and Class Members all wages due to them
within any time period specified by California Labor Code section 204.

25 25. At all relevant times, Defendants were also in violation of California Labor Code
section 226(a), by failing to include accurate, pertinent information on the wage statements,

1 including but not limited to, all hours worked, overtime hours worked, all applicable hourly rates,
2 the correct legal name and correct address of the employer, gross wages earned, all deductions,
3 net wages earned, reimbursement for business expenses, the correct start and end of the
4 applicable pay period, the employee ID numbers or social security numbers, among other items.
5 As such, Defendants did not provide Plaintiff and the Class Members with complete, accurate
6 itemized wage statements.

7 26. At all relevant times, the Defendants also failed to timely pay Plaintiff and all of
8 the other Class Members all earned wages as described above during and at the conclusion of
9 employment. Defendants violated Labor Code § 203 because they willfully failed to pay Plaintiff
10 and the Class Members earned and due wages upon separation of employment, either
11 immediately upon involuntary termination, or within 72 hours of resignation. These earned but
12 unpaid wages include compensation for all hours worked, minimum wages, overtime wages,
13 meal/rest period compensation described above, and business expense reimbursement.

14 27. At all relevant times, Defendants also failed to keep accurate and complete
15 payroll records showing the actual hours worked per day and the wages paid to Plaintiff and the
16 Class Members pursuant to California Labor Code sections 1174(d).

17 28. At all relevant times, Plaintiff and other Class Members incurred necessary,
18 business-related expenses and costs that were not reimbursed by Defendants. These costs include,
19 but are not limited to, uniforms and personal cell phone use for work purposes. Accordingly,
20 Defendants were in violation of California Labor Code sections 2800 and 2802.

21 29. At all relevant times, Defendants failed to provide paid sick leave to Plaintiff and
22 the Class Members in violation of Labor Code sections 233 and 246.

23 30. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
24 with an adequate number of suitable seats.

25 31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
26 unlawful practices and policies, Plaintiff and the Class Members were:

- 27 A. Not provided with all off duty meal periods;
- 28 B. Not authorized and permitted to take all rest break periods;
- C. Not paid one hour's pay for each workday in which Defendants failed to

1 authorize and permit them to take one or more timely rest periods;

2 D. Not paid one hour's pay for each workday in which Defendants failed to
3 provide them with one or more timely meal periods;

4 E. Not paid all wages earned, including, but not limited to, minimum, regular,
5 overtime, and doubletime wages;

6 F. Not indemnified for all necessary business expenditures incurred during
7 the discharge of their duties;

8 G. Not provided with paid sick leave;

9 H. Not provided with suitable seating;

10 I. Not provided with accurate and complete wage statements; and

11 J. Not timely paid all earned and unpaid wages at the time their employment
12 ended.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PROVIDE REST BREAKS**

15 **(Lab. Code §§ 226.7 and 1198)**

16 **(By Plaintiff and the Class against all Defendants)**

17 32. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 33. At all relevant times during the applicable limitations period, Plaintiff and the
19 class have been employees of Defendants and entitled to the benefits and protections of
California Labor Code §§ 226.7, 1198, and the Wage Order.

20 34. Labor Code § 1198 states,

21 "The maximum hours of work and the standard conditions of labor fixed
22 by the commission shall be the maximum hours of work and the standard
23 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful."

24 35. In relevant part, Section 12 of the Wage Order states:

25 Rest Periods:

26 (A) Every employer shall authorize and permit all employees
27 to take rest periods, which insofar as practicable shall be in the
28 middle of each work period. The authorized rest period time shall
be based on the total hours worked daily at the rate often (10)
minutes net rest time per four (4) hours or major fraction thereof.

1 However, a rest period need not be authorized for employees
2 whose total daily work time is less than three and one-half (3 1/2)
3 hours. Authorized rest period time shall be counted as hours
4 worked for which there shall be no deduction from wages.

5 (B) If an employer fails to provide an employee a rest period
6 in accordance with the applicable provisions of this Order, the
7 employer shall pay the employee one (1) hour of pay at the
8 employee's regular rate of compensation for each work day that
9 the rest period is not provided.

10 36. In addition, Labor Code Section 226.7 states

11 (b) An employer shall not require an employee to work during a meal
12 or rest or recovery period mandated pursuant to an applicable statute, or
13 applicable regulation, standard, or order of the Industrial Welfare
14 Commission, the Occupational Safety and Health Standards Board, or the
15 Division of Occupational Safety and Health.

16 (c) If an employer fails to provide an employee a meal or rest or
17 recovery period in accordance with a state law, including, but not limited
18 to, an applicable statute or applicable regulation, standard, or order of the
19 Industrial Welfare Commission, the Occupational Safety and Health
20 Standards Board, or the Division of Occupational Safety and Health, the
21 employer shall pay the employee one additional hour of pay at the
22 employee's regular rate of compensation for each workday that the meal
23 or rest or recovery period is not provided.

24 37. Pursuant to the Wage Order, Plaintiff and the Class were entitled to be provided
25 with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction
26 thereof.

27 38. Defendants failed to provide Plaintiff with all required rest breaks in accordance
28 with the Wage Order. Plaintiff and the Class Members did not take timely, uninterrupted rest
breaks of at least two per day wherein they were relieved of all duty. It was not company policy
and not part of the culture for employees such as Plaintiff and the Class Members to take
uninterrupted rest breaks since it was the normal practice and custom of L3 not to authorize,
permit, and enforce statutory rest periods. Plaintiff is informed and believes and thereon alleges
that, at relevant times within the applicable limitations period, Defendants had a policy, practice,
or a lack of a policy which resulted in Defendants not providing the class with all rest breaks
required by California law.

39. Defendants failed to pay Plaintiff the additional wages required by California

1 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
2 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
3 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
4 providing the class with additional wages for all rest breaks not provided to them as required by
California Labor Code § 226.7.

5 40. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
6 damages in amounts subject to proof to the extent they were not paid additional wages owed for
7 all rest breaks not provided to them.

8 41. By reason of the above, Plaintiff and the members of the class are entitled to
9 premium wages for workdays in which one or more rest breaks were not provided to them
10 pursuant to California Labor Code § 226.7.

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PROVIDE MEAL PERIODS**

13 **(Lab. Code §§ 226.7, 512, and 1198)**

14 **(By Plaintiff and the Class against all Defendants)**

15 42. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 43. At all relevant times during the applicable limitations period, Plaintiff and the
17 class have been employees of Defendants and entitled to the benefits and protections of
California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

18 44. Labor Code § 1198 states,

19 "The maximum hours of work and the standard conditions of labor fixed
20 by the commission shall be the maximum hours of work and the standard
21 conditions of labor for employees. The employment of any employee for
longer hours than those fixed by the order or under conditions of labor
prohibited by the order is unlawful."

22 45. In relevant part, Labor Code Section 512 states

23 "An employer may not employ an employee for a work period of more
24 than five hours per day without providing the employee with a meal
25 period of not less than 30 minutes, except that if the total work period per
26 day of the employee is no more than six hours, the meal period may be
27 waived by mutual consent of both the employer and employee. An
28 employer may not employ an employee for a work period of more than
10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by

1 mutual consent of the employer and the employee only if the first meal
2 period was not waived.”

3 46. In relevant part, Section 11 of the Wage Order states:

4 Meal Periods:

5 (A) No employer shall employ any person for a work period of more
6 than five (5) hours without a meal period of not less than 30
7 minutes, except that when a work period of not more than six (6)
8 hours will complete the day’s work the meal period may be
9 waived by mutual consent of the employer and the employee...

10 (B) If an employer fails to provide an employee a meal period in
11 accordance with the applicable provisions of this order, the
12 employer shall pay the employee one (1) hour of pay at the
13 employee’s regular rate of compensation for each workday that
14 the meal period is not provided.

15 47. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
16 class were entitled to be provided with uninterrupted meal periods of at least 30 minutes for
17 each day they worked five or more hours. Pursuant to California Labor Code § 512, they were
18 also entitled to a second 30-minute meal period when they worked more than ten (10) hours in
19 a workday.

20 48. During the relevant time period, Defendants failed to provide Plaintiff and the
21 Class Members with timely, off-duty meal periods in accordance with California Labor Code §
22 512 and the Wage Order. Plaintiff and the Class Members would receive their meal breaks after
23 the 5th hour worked or they would be interrupted during their breaks. It was common for
24 Plaintiff’s manager to discuss work-related matters with Plaintiff while he was trying to eat his
25 lunch (at the designated company eating area on site). Moreover, L3 had no policy in place
26 regarding keeping track of whether employees such as Plaintiff and the Class Members were
27 receiving timely, uninterrupted meal periods.

28 49. Plaintiff is informed and believes and thereon alleges that, at relevant times
within the applicable limitations period, Defendants maintained a policy, practice, or a lack of
a policy which resulted in Defendants not providing Plaintiff and the class with all timely meal
periods required by California Labor Code § 512 and the Wage Order.

50. Defendants failed to pay Plaintiff the additional wages required by California
Labor Code § 226.7 for all meal periods not provided to him. Plaintiff is informed and believes

1 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
2 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
3 providing the class with additional wages for all meal periods not provided to them as required
4 by California Labor Code § 226.7.

5 51. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
6 damages in amounts subject to proof to the extent they were not paid additional wages owed for
7 all meal periods not provided to them.

8 52. By reason of the above, Plaintiff and the members of the class are entitled to
9 premium wages for workdays in which one or more meal periods were not provided to them
10 pursuant to California Labor Code § 226.7.

11 **THIRD CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(Lab. Code §§ 1194, 1197, and 1198)**
14 **(Plaintiff and the Class against Defendants)**

15 53. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 54. At all relevant times, Plaintiff and the other Class Members have been non-exempt
17 employees of Defendants and entitled to the benefits and protections of California Labor Code
18 sections 1194, 1197, and 1198 and the Wage Order.

19 55. Section 2 of the Wage Order defines "hours worked" as "the time during which an
20 employee is subject to the control of an employer, and includes all the time the employee is
21 suffered or permitted to work, whether or not required to do so."

22 56. Section 4 of the Wage Order requires an employer to pay non-exempt employees
23 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
24 an employer has actual or constructive knowledge that employees are working.

25 57. Labor Code section 1194 invalidates any agreement between an employer and an
26 employee to work for less than the minimum wage required under the applicable Wage Order.

27 58. Labor Code section 1197 makes it unlawful for an employer to pay an employee
28 less than the minimum wage required under the applicable Wage Order for all hours worked
during a payroll period.

59. Labor Code section 1198 makes it unlawful for an employer to employ an
employee under conditions that violate the Wage Order.

1 60. In conjunction, these provisions of the Labor Code require employers to pay non-
2 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
3 worked, including unrecorded hours when the employer knew or reasonably should have known
4 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
5 Cal.4th 575, 585.)

6 61. At all relevant times, Defendants did not provide Plaintiff and the Class Members
7 with the minimum wages to which they were entitled for all work performed. Plaintiff and the
8 Class Members were not paid for all hours worked, because the company would routinely time
9 shave and round down hours to the detriment of the employees, which would translate into
10 employees not getting paid for all hours worked in contravention of California's minimum wage
11 laws. Moreover, to the extent Plaintiff and the Class Members worked through their meal periods
12 or their meal periods were interrupted by work obligations, Plaintiff and the Class Members did
13 not receive compensation for all hours worked in violation of California's minimum wage laws.
14 There were also occasions wherein Plaintiff was clocked out for work and the company asked
15 him to come back and continue working for which he was not compensated. Moreover, during
16 the Covid-19 pandemic, Defendants failed to pay its employees for time spent doing temperature
17 checks and symptom questionnaires related COVID-19 screening.

18 62. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
19 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
20 failure to compensate Plaintiff and the other Class Members minimum wages for all hours
21 worked as required by California law.

22 63. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
23 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
24 the minimum wages earned during each pay period during the applicable limitations period.

25 64. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
26 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
27 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
28 subject to proof.

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FOURTH CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(Lab. Code §§ 510, 1194, and 1198)
(Plaintiff and the Class against Defendants)

65. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

66. At all relevant times, Plaintiff and the other Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code sections 510, 1194, and 1198 and the Wage Order.

67. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

68. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the

1 first eight hours worked on the seventh day of work in any one workweek shall
2 be compensated at the rate of no less than one and one-half times the regular rate
3 of pay for an employee. Any work in excess of 12 hours in one day shall be
4 compensated at the rate of no less than twice the regular rate of pay for an
5 employee. In addition, any work in excess of eight hours on any seventh day of a
6 workweek shall be compensated at the rate of no less than twice the regular rate
7 of pay of an employee. Nothing in this section requires an employer to combine
8 more than one rate of overtime compensation in order to calculate the amount to
9 be paid to an employee for any hour of overtime work.

7 69. Labor Code section 1194 invalidates any agreement between an employer and an
8 employee to work for less than the minimum wage required under the applicable Wage Order.

9 70. Labor Code section 1198 makes it unlawful for an employer to employ an
10 employee under conditions that violate the Wage Order.

11 71. In conjunction, these provisions of the Labor Code require employers to pay non-
12 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
13 worked, including unrecorded hours when the employer knew or reasonably should have known
14 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
15 Cal.4th 575, 585.)

16 72. At all relevant times, Defendants required Plaintiff and the Class Members to
17 perform “off the clock”. As such, Plaintiff and the Class Members often worked more than eight
18 (8) hours per day and more than forty (40) hours per week. Defendants, however, failed to pay
19 Plaintiff and the other Class Members for this off-the-clock work, and failed to compensate them
20 at one and one-half times their respective regular rates of pay for all overtime hours worked.
21 Moreover, despite providing bonuses and other incentive payments, Defendants did not factor in
22 those payments in calculating employees’ correct regular rate of pay in order to then calculate
23 the correct overtime rate of pay.

24 73. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
26 failure to compensate Plaintiff and the other Class Members for all overtime hours worked as
27 required by California law.

28 74. As a result of Defendants’ unlawful conduct, Plaintiff and the other Class
Members have suffered damages, in an amount subject to proof, to the extent they were not paid
the full amount of overtime wages earned during each pay period during the applicable limitations

1 period.

2 75. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
3 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
4 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
5 subject to proof.

6 **FIFTH CAUSE OF ACTION**

7 **FAILURE TO INDEMNIFY**

8 **(Lab. Code §§ 1198 & 2802)**

9 **(Plaintiff and the Class against all Defendants)**

10 76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 77. At all relevant times, Plaintiff and the Class Members have been non-exempt
12 employees of Defendants and entitled to the benefits and protections of the California Labor Code
13 §§ 1198 and 2802 and the Wage Order.

14 78. In pertinent part, California Labor Code § 2802(a) states:

15 “An employer shall indemnify his or her employee[s] for all
16 necessary expenditures incurred by the employee in direct
17 consequence of the discharge of his or her duties.”

18 79. Section 9(B) of the Wage Order states:

19 When tools or equipment are required by the employer or are
20 necessary to the performance of a job, such tools and equipment
21 shall be provided and maintained by the employer, except that an
22 employee whose wages are at least two (2) times the minimum
23 wage provided herein may be required to provide and maintain
24 hand tools and equipment customarily required by the trade or
25 craft.

26 80. California Labor Code § 1198 prohibits employers from employing their
27 employees under conditions prohibited by the Wage Order.

28 81. At all relevant times, as a condition for employment, Defendants required Plaintiff
and the Class Members to purchase uniforms, as well as use their own personal mobile phones
to communicate with management. Defendants, however, failed to reimburse Plaintiff and the
Class Members for these required business expenses.

82. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
2 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
3 during the course of performing their duties.

4 83. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class
5 Members are entitled to reimbursement for all necessary expenditures and losses and interest
6 thereon, due and owing to them within four years of the date of the filing of the Complaint until
7 the entry of judgment.

8 84. Accordingly, with respect to this cause of action, on behalf of himself and the
9 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
10 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

11 **SIXTH CAUSE OF ACTION**

12 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

13 **(Lab. Code § 226)**

14 **(Plaintiff and the Class against all Defendants)**

15 85. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 86. At all relevant times during the applicable limitations period, Plaintiff and the
17 other Class Members have been employees of Defendants and entitled to the benefits and
18 protections of California Labor Code section 226.

19 87. Pursuant to California Labor Code section 226(a), Plaintiff and the other class
20 members were entitled to receive, biweekly or at the time of each payment of wages, an accurate
21 itemized statement showing:

- 22 (1) Gross wages earned,
- 23 (2) Total hours worked by the employee, except for any employee whose
24 compensation is solely based on a salary and who is exempt from payment of overtime under
25 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- 26 (3) The number of piece rate units earned and any applicable piece rate if the
27 employee is paid on a piece-rate basis,
- 28 (4) All deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
- (5) Net wages earned,
- (6) The inclusive dates of the period for which the employee is paid,

1 (7) The name of the employee and his or her social security number, except
2 that by January 1, 2008, only the last four digits of his or her social security number or an
3 employee identification number other than a social security number may be shown on the itemized
4 statement,

5 (8) The name and address of the legal entity that is the employer, and

6 (9) All applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee.

8 88. Pursuant to California Labor Code section 226(e), an employee suffering injury as
9 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is
10 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
11 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
12 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and
13 is entitled to an award of costs and reasonable attorneys' fees.

14 89. Pursuant to California Labor Code section 226(e), an employee is deemed to suffer
15 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
16 injury if the employer fails to provide accurate and complete information as required by California
17 Labor Code section 226(a) and the employee cannot "promptly and easily determine" from the
18 wage statement alone one or more of the following:

19 A. The amount of the gross wages or net wages paid to the employee during
20 the pay period or any of the other information required to be provided on the itemized wage
21 statement pursuant to California Labor Code section 226(a);

22 B. Which deductions the employer made from gross wages to determine the
23 net wages paid to the employee during the pay period;

24 C. The name and address of the employer and, if the employer is a farm labor
25 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
26 and address of the legal entity that secured the services of the employer during the pay period;
27 and

28 D. The name of the employee and only the last four digits of his or her social
security number or an employee identification number other than a social security number.

90. "Promptly and easily determine," as stated in California Labor Code section
226(e), means a reasonable person would be able to readily ascertain the information without

1 reference to other documents or information.

2 91. As alleged herein, Defendants failed to provide Plaintiff and the other class
3 members with all meal and rest periods in compliance with California law. They also failed to
4 provide them with premium wages on workdays they failed to provide them with one or more
5 meal and/or rest periods in compliance with California law. Further, Defendants failed to
6 compensate Plaintiff and the other Class Members for all hours worked. As a result, Defendants
7 have failed to properly itemize Plaintiff and the other Class Members' gross and net wages earned,
8 total hours worked, hourly rate of pay, the corresponding number of hours worked at each hourly
9 rate, and other requirements of California Labor Code § 226. As a result, Defendants have violated
California Labor Code § 226.

10 92. Defendants' failure to provide Plaintiff and the other Class Members with accurate
11 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
12 the other Class Members with accurate wage statements but intentionally provided wage
13 statements that Defendants knew were not accurate.

14 93. As a result of being provided with inaccurate wage statements by Defendants,
15 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
16 wage statements were violated and they were misled about the amount of wages they had actually
17 earned and were owed. In addition, the absence of accurate information on their wage statements
18 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
19 and mathematical computations to determine the amounts of wages owed, has caused difficulty
20 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
21 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
22 and the other Class Members were not able to ascertain from the wage statements whether
Defendants complied with their obligations under California Labor Code section 226(a).

23 94. Pursuant to California Labor Code section 226(e), Plaintiff and the other class
24 members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
25 for the initial pay period in which a violation of California Labor Code section 226(a) occurred
26 and one hundred dollars for each violation of California Labor Code section 226(a) in a
27 subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000) per
Class Member, and are also entitled to an award of costs and reasonable attorneys' fees.

28 95. Accordingly, with respect to this cause of action, on behalf of himself and the other

1 Class Members, Plaintiff prays for the herein stated relief and for an award of all reasonable costs
2 and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to
3 proof.

4 **SEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Lab. Code §§ 201-203)**

7 **(Plaintiff and the Class against all Defendants)**

8 96. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

9 97. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
11 of California Labor Code sections 201 to 203 and the Wage Order.

12 98. Labor Code section 201 provides that all earned and unpaid wages of an employee
13 who is discharged are due and payable immediately at the time of discharge.

14 99. Labor Code section 202 provides that all earned and unpaid wages of an employee
15 who quits after providing at least 72-hours notice before quitting are due and payable at the time
16 of quitting and that all earned and unpaid wages of an employee who quits without providing at
17 least 72-hours notice before quitting are due and payable within 72 hours.

18 100. By failing to pay all earned minimum, regular, overtime, and premium wages to
19 Plaintiffs and the class as described above, Defendants failed to timely pay Plaintiff and the class
20 all earned and unpaid wages in violation of Labor Code section 201 or 202.

21 101. Plaintiff is informed and believes that Defendants' failures to timely pay all final
22 wages to them and the class members have been willful in that Defendants have the ability to pay
23 final wages in accordance with Labor Code sections 201 and 202 but have intentionally adopted
24 policies or practice that are incompatible with those requirements.

25 102. Labor Code section 203 provides that the wages of an employee continue on a
26 daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
27 and unpaid wages to the employee in accordance with Labor Code section 201 or 202.

28 103. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
and the class all of their earned and unpaid wages have been willful in that, at all relevant times,
Defendants have deliberately maintained policies and practices that violate the requirements of
the Labor Code and the Wage Order even though, at all relevant times, they have had the ability

1 to comply with those legal requirements.

2 104. Pursuant to Labor Code section 203, Plaintiff seeks waiting time penalties on
3 behalf of himself and the Class Members, in amounts subject to proof not to exceed 30 days of
4 waiting time penalties for each class member.

5 **EIGHTH CAUSE OF ACTION**

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

7 **(Lab. Code §§ 204)**

8 **(Plaintiff and the Class against all Defendants)**

9 105. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

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

12 107. At all times relevant during the liability period, Defendants failed to pay
13 Plaintiff and the Class Members the full amount of all owed wages when due as required by
14 California Labor Code Section 204.

15 108. Defendants failed to pay Plaintiff and the Class Members all wages earned each
16 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
17 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
18 Members wages for all hours worked, including overtime hours and premium pay for missed rest
19 breaks and meal breaks.

20 109. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
21 have suffered damages in an amount, subject to proof, to the extent he was not paid all wages
22 each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can
23 be determined directly from Defendants' records or indirectly based on information from
24 Defendants' records.

25 110. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
26 Class Members due under the statutes alleged along with any allowable interest, penalties,
27 attorney's fees, and costs according to proof at trial.

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3 **NINTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(Bus. & Prof. Code §§ 17200, et seq.)**

6 **(Plaintiff and the Class against all Defendants)**

7 111. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

8 112. At all relevant times during the applicable limitations period, Plaintiff and the
9 other Class Members have been employees of Defendants and entitled to the benefits and
10 protections of the Business and Professions Code sections 17200, et seq.

11 113. The unlawful conduct of Defendants alleged herein amounts to and constitutes
12 unfair competition within the meaning of California Business & Professions Code sections 17200,
13 et seq. Due to their unfair and unlawful business practices as alleged herein, Defendants have
14 unfairly gained a competitive advantage over other comparable companies doing business in
15 California that comply with their legal obligations to, among other things, pay their employees
16 premium wages for workdays in which they did not provide employees with one or more meal
17 and rest periods, reimburse their employees for reasonable expenses incurred during the course
18 of performing their duties, provide suitable seating for their employees, provide paid sick leave
19 to their employees, and pay their employees all earned wages for all minimum, regular, and
20 overtime hours worked at the correct rates of pay. Defendants have violated California Labor
21 Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and
22 2802.

23 114. As a result of Defendants' unfair competition as herein alleged, Plaintiff and the
24 other Class Members have suffered injuries in fact and lost money or property. Defendants
25 deprived Plaintiff and the other Class Members of minimum, overtime, and premium wages and
26 reimbursement for expenses that Plaintiff and the other Class Members incurred during the course
27 of performing their duties.

28 115. Pursuant to California Business & Professions Code section 17203, Plaintiff and

1 the other Class Members are entitled to restitution of all monies rightfully belonging to them that
2 Defendants did not pay them, or that Defendants otherwise retained by means of their unlawful
3 and unfair business practices.

4 116. Plaintiff and the other Class Members are entitled to reasonable attorneys' fees in
5 connection with their unfair competition claims pursuant to California Code of Civil Procedure
6 section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

7 **TENTH CAUSE OF ACTION**

8 **CIVIL PENALTIES UNDER PAGA**

9 **(By Plaintiff and the Class against all Defendants)**

10 117. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 118. The "Aggrieved Employees" are all members of the class defined above who
12 Defendants employed during the period beginning January 31, 2021 and ending on the date that
13 final judgment is entered in this action.

14 119. Labor Code § 204 states

15 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
16 or 204.2, earned by any person in any employment are due and payable twice
17 during each calendar month, on days designated in advance by the employer as the
18 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
19 calendar month shall be paid for between the 16th and the 26th day of the month
during which the labor was performed, and labor performed between the 16th and
the last day, inclusive, of any calendar month, shall be paid for between the 1st
and 10th day of the following month. ...

20 (b) (1) Notwithstanding any other provision of this section, all wages
21 earned for labor in excess of the normal work period shall be paid no later than the
22 payday for the next regular payroll period.

23 (2) An employer is in compliance with the requirements of subdivision (a) of
24 Section 226 relating to total hours worked by the employee, if hours worked in
25 excess of the normal work period during the current pay period are itemized as
26 corrections on the paystub for the next regular pay period. Any corrections set out
27 in a subsequently issued paystub shall state the inclusive dates of the pay period
28 for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining
agreement that provides different pay arrangements, those arrangements shall
apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

120. Defendants paid wages to employees on regular intervals. Defendants failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

121. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802 and the Wage Order.

122. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself or herself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

123. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each Aggrieved Employee for each initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by

1 California Labor Code § 1174.5).

2 E. For violations of California Labor Code § 1197, one hundred dollars
3 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
4 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation per pay period
5 (regardless of whether the initial violations were intentionally committed) (penalty amounts
6 established by California Labor Code § 1197.1).

7 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
8 1194, 1198, and 2802 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
9 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
10 pay period for each subsequent violation (penalty amounts established by California Labor Code
11 § 2699(f)(2)).

12 124. Plaintiff has complied with the procedures for bringing suit specified in California
13 Labor Code § 2699.3. By letters dated January 31, 2022 and May __, 2024, Plaintiff filed written
14 notices online with the Labor and Workforce Development Agency (“LWDA”) and gave written
15 notices by certified mail to Defendants of the specific provisions of the California Labor Code
16 alleged to have been violated, including the facts and theories to support the alleged violations.
17 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
18 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice.

19 125. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
20 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
21 connection with their claims for civil penalties.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
24 relief and judgment against Defendants as follows:

- 25 A. An order that the action be certified as a class action;
- 26 B. An order that Plaintiff be appointed class representative;
- 27 C. An order that counsel for Plaintiff be appointed class counsel;
- 28 D. Unpaid Wages;
- E. Actual Damages;
- F. Statutory Damages;
- G. Liquidated Damages;

- 1 H. Restitution;
2 I. Declaratory and injunctive relief;
3 J. Equitable relief;
4 K. Pre-judgment interest;
5 L. Statutory penalties;
6 M. Civil penalties;
7 N. Costs of suit;
8 O. Interest;
9 P. Reasonable attorneys' fees; and
Q. Such other relief as the Court deems just and proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
12 on all issues so triable.

13 Respectfully submitted,

14 MESSRELIAN LAW INC.

15 Dated: June 18, 2024

16 By Maralle Messrelian
17 HAROUT MESSRELIAN
18 MARALLE MESSRELIAN,
19 Attorneys for Plaintiff, ALFREDO
20 BETANCOURT, and all others similarly
21 situated
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