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SAN BERNARDINO DISTRICT

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VICTOR DE LA CRUZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

VICTOR DE LA CRUZ, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

NORTHWEST PIPE COMPANY, an Oregon
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CIVSB2211140

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

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);
6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB - 2 2023

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

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7. Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
8. Violation of California Business and Professions Code Sections 17200 et seq.(Unfair and Unlawful Business Practices); and
9. Violation of Cal. Labor Code § 2699, et seq. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff VICTOR DE LA CRUZ (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class and representative action is brought pursuant to California Code of Civil Procedure section 382 and California Labor Code section 2698, et seq.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

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

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of San Bernardino. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of San Bernardino.

THE PARTIES

6. At all times herein mentioned, Plaintiff VICTOR DE LA CRUZ was a resident of San Bernardino County in the State of California.

7. At all times herein mentioned, Defendant NORTHWEST PIPE COMPANY, was and is, upon information and belief, an Oregon corporation that does substantial business in the State of California, and on that basis is a California resident, and at all times hereinafter mentioned, an

1 employer whose employees are engaged throughout this county and the State of California.

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

5 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
6 omissions alleged herein were performed by, or are attributable to, NORTHWEST PIPE COMPANY,
7 and/or DOES 1 through 25 (collectively "Defendants"), each acting as the agent, employee, alter ego,
8 and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the
9 course and scope of such agency, employment, joint venture, or concerted activity with legal authority
10 to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with
11 Defendants' official policy.

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

16 11. Defendants had the authority to hire and terminate Plaintiff and the other class
17 members and aggrieved employees, to set work rules and conditions governing Plaintiff and the
18 other class members and aggrieved employees' employment, and to supervise their daily
19 employment activities.

20 12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
21 and the other class members and aggrieved employees' employment for them to be joint employers
22 of Plaintiff and the other class members and aggrieved employees.

23 13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
24 members and aggrieved employees.

25 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
26 State of California.

27 15. At all relevant times, Defendants, and each of them, ratified each and every act or
28 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted

1 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
2 alleged.

3 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
4 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
5 occurrences, and transactions alleged herein.

6 **CLASS ACTION ALLEGATIONS**

7 17. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
8 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
9 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
10 superiority requirements under California Code of Civil Procedure section 382.

11 18. The proposed class is defined as follows:

12 All current and former hourly-paid and/or non-exempt employees who worked for
13 Defendants in the State of California at any time during the period from four years prior
14 to the date of the filing of this Complaint until final judgment.

15 19. Plaintiff reserves the right to establish additional subclasses as appropriate.

16 20. There is a well-defined community of interest in the litigation and the Class is easily
17 ascertainable.

18 21. The Class is so numerous that the individual joinder of all its members is impracticable.
19 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
20 numbers of class members and their identities can be ascertained through appropriate discovery from
21 records maintained by Defendants and their agents.

22 22. Common questions of fact and law exist as to all class members, which predominate
23 over any questions affecting only individual members of the Class. The common legal and factual
24 questions which do not vary from class member to class member and which may be determined
25 without reference to the individual circumstances of any class member include, but are not limited to,
26 the following:

- 27 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
28 Plaintiff and the other class members for all overtime hours worked;

- ii. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiff and the other class members for all hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiff and the other class members;
- iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiff and the other class members;
- v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;
- vi. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- vii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- viii. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- ix. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- x. Whether Defendants' conduct was willful or reckless;
- xi. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiii. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

23. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members they seek to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff

1 intend to prosecute this action vigorously.

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

12 25. Certification of this lawsuit as a class action will advance public policy
13 objectives. Employers of this great state violate employment and labor laws every day. Current
14 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
15 class actions provide the class members who are not named in the complaint anonymity that allows
16 for the vindication of their rights.

17 **PAGA ALLEGATIONS**

18 26. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
19 Defendants.

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

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

1 29. Plaintiff was employed by Defendants and the alleged violations were committed
2 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
3 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
4 in that they are current or former employees of Defendants and one of more of the alleged violations
5 were committed against them.

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

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

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

21 31. On May 25, 2022, Plaintiff provided notice by electronic submission to the LWDA and
22 by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have
23 been violated, including the facts and theories to support the alleged violations, pursuant to Labor
24 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
25 providing the Employee’s Notice.

26 32. Therefore, the administrative prerequisites under California Labor Code section
27 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
28 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,

1 1197.1, 1198, 2800 and 2802 have been satisfied.

2 **GENERAL ALLEGATIONS**

3 33. From approximately December 20, 2021 to approximately February 4, 2022,
4 Defendants, jointly and severally, employed Plaintiff as a Laborer II at its location in Adelanto,
5 California.

6 34. Defendants hired Plaintiff, the other class members, and the aggrieved employees but
7 failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to
8 provide all meal and rest breaks to which they were entitled, failed to timely pay wages during and
9 upon termination of employment, failed to provide accurate wage statements, failed to reimburse
10 necessary business-related expenses, and failed to adhere to other related protections afforded by the
11 California Labor Code and applicable Industrial Welfare Commission Wage Order.

12 35. Plaintiff, the other class members, and the aggrieved employees worked over eight
13 (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

14 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
16 IWC Wage Order, Plaintiff, the other class members, and the aggrieved employees were entitled to
17 receive certain wages for overtime compensation and that they were not receiving certain wages for
18 overtime compensation.

19 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
21 applicable IWC Wage Order, Plaintiff, the other class members, and the aggrieved employees were
22 entitled to receive at least minimum wages for all hours worked and that they were not receiving
23 minimum wages for all hours worked.

24 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
25 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
26 IWC Wage Order, Plaintiff, the other class members, and the aggrieved employees were entitled to
27 receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation
28 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for

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

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

17 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
18 or should have known that they were required to provide Plaintiff, the other class members, and the
19 aggrieved employees with complete and accurate itemized wage statements pursuant to California
20 Labor Code section 226, but failed to do so.

21 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
22 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff, the
23 other class members, and the aggrieved employees were entitled to reimbursement for necessary
24 business-related expenses, but, in fact, did not reimburse them for necessary business-related
25 expenses.

26 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
27 should have known that Plaintiff, the other class members, and the aggrieved employees
28 were entitled to receive all wages upon termination of employment, including, without limitation,

1 overtime wages, minimum wages, meal period premium wages, and rest period premium wages, and
2 that they did not receive payment of all wages upon termination of employment in violation of
3 California Labor Code sections 201 and 202.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

6 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

7 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in all preceding paragraphs.

9 44. California Labor Code section 1198 and the applicable Industrial Welfare Commission
10 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
11 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
12 number of hours worked by the person on a daily or weekly basis.

13 45. Specifically, the applicable IWC Wage Order provides that Defendants were required
14 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
15 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

16 46. The applicable IWC Wage Order further provides that Defendants were required to pay
17 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
18 rate of pay for all hours worked in excess of twelve (12) hours in a day.

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

24 48. During the relevant time period, Plaintiff and the other class members regularly worked
25 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
26 (40) hours in a week. However, Defendants did not record Plaintiff and the other class members’
27 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
28 and the other class members. Defendants’ failure to pay overtime wages included, *inter alia*,

1 Defendants' failure to pay Plaintiff and the other class members for time spent performing work duties
2 off the clock such as cementing pipes.

3 49. Defendants' failure to pay Plaintiff and the other class members as outlined above
4 violates California Labor Code sections 510 and 1198, and is therefore unlawful.

5 50. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
6 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
7 fees.

8 **SECOND CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

10 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

11 51. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide
14 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
15 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
16 Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours
17 they worked. Plaintiff and the other class members were not paid the minimum wage for work
18 performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate
19 them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to
20 pay Plaintiff and the other class members for time spent working "off-the-clock" performing duties
21 including, but not limited to, cementing pipes. Accordingly, Defendants regularly failed to pay at least
22 minimum wages to Plaintiff and the other class members for all hours he worked in violation of
23 California Labor Code sections 1194, 1197, and 1197.1.

24 53. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
25 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
26 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
27 compensation, as well as interest, costs, and attorney's fees.

28 54. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class

1 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
2 and interest thereon.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

5 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

6 55. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 56. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
9 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members'
10 employment by Defendants.

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

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

19 59. During the relevant time period, Plaintiff and the other class members who were
20 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
21 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
22 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

23 60. During the relevant time period, Plaintiff and the other class members
24 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
25 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
26 minutes.

27 61. During the relevant time period, Plaintiff and the other class members,
28 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve

1 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
2 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
3 not less than thirty (30) minutes.

4 62. During the relevant time period, Plaintiff and the other class members,
5 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
6 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
7 thirty (30) minutes.

8 63. During the relevant time period, Defendants willfully required Plaintiff and the other
9 class members to work during meal periods and failed to compensate Plaintiff and the other class
10 members for work performed during meal periods. As a result, Plaintiff worked through meal periods,
11 took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

12 64. During the relevant time period, Defendants failed to pay Plaintiff and the other class
13 members all meal period premiums due pursuant to California Labor Code section 226.7 and
14 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code
15 sections 226.7 and 512(a).

16 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
17 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
18 hour of pay at their regular rate of compensation for each work day that a meal period was not
19 provided.

20 **FOURTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTION 226.7**

22 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

23 66. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 67. At all relevant times herein set forth, the applicable IWC Wage Order and California
26 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
27 Defendants.

28 68. At all relevant times, California Labor Code section 226.7 provides that no employer

1 shall require an employee to work during any rest period mandated by an applicable order of the
2 California IWC.

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

8 70. Pursuant to the applicable IWC Wage Order and California Labor Code section
9 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
10 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
11 was not provided.

12 71. During the relevant time period, Defendants required Plaintiff and the other class
13 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
14 minute rest period per each four (4) hour period, or major fraction thereof, worked.

15 72. During the relevant time period, Defendants willfully required Plaintiff and the other
16 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
17 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
18 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
19 at all.

20 73. Defendants also had no policy and/or practice to pay a premium when rest periods were
21 missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members the
22 full rest period premium due in violation of California Labor Code section 226.7.

23 74. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
24 Code section 226.7.

25 75. Pursuant to the applicable IWC Wage Orders and California Labor Code section
26 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
27 hour of pay at their regular rate of compensation for each work day that a rest period was not
28 provided.

FIFTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

(Against NORTHWEST PIPE COMPANY and DOES 1-25)

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

77. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

78. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked and the failure to state all hourly rates.

79. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

80. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff has had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

81. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code

1 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

2 **SIXTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

4 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

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

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

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

20 85. At the time that Plaintiff and the other class members' employment with Defendants
21 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
22 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
23 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
24 wages.

25 86. As a result, Plaintiff and the other class members are entitled to all available
26 statutory penalties, including the waiting time penalties provided in California Labor Code section
27 203, together with interest thereon, as well as other available remedies.

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1 **SEVENTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

3 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

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

6 88. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
8 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
9 consequence of his or her obedience to the directions of the employer.

10 89. Plaintiff and the other class members incurred necessary business-related expenses and
11 costs that were not fully reimbursed by Defendants, including, but not limited to, the purchase of steel-
12 toe boots for work-related purposes.

13 90. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
14 members for all necessary business-related expenses and costs. Plaintiff and the other class members
15 are entitled to recover from Defendants their business-related expenses and costs incurred during the
16 course and scope of her employment, plus interest accrued from the date on which Plaintiff and the
17 other class members incurred the necessary expenditures at the same rate as judgments in civil actions
18 in the State of California.

19 **EIGHTH CAUSE OF ACTION**

20 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN**

21 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET. SEQ.**

22 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

23 91. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 92. Each and every one of Defendants' acts and omissions in violation of the California
26 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
27 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
28 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure

1 and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate
2 itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, and
3 Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business
4 practice under California Business and Professions Code § 17200 et seq.

5 93. Defendants' violations of California wage and hour laws constitute an unfair and
6 unlawful business practice because Defendants' aforementioned acts and omissions were done
7 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
8 and the other class members.

9 94. Defendants have avoided payment of overtime wages, minimum wages, meal period
10 premiums, rest period premiums, and other benefits as required by the California Labor Code, the
11 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed
12 to record, report, and pay the correct sums of assessment to the state authorities under the California
13 Labor Code and other applicable regulations.

14 95. As a result of Defendants' unfair and unlawful business practices, Defendants have
15 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
16 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
17 its ill-gotten gains and to restore them to Plaintiff and the other class members.

18 96. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
19 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
20 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
21 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
22 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
23 time of trial.

24 **NINTH CAUSE OF ACTION**

25 **Violation of California Labor Code §§ 2699, Et Seq.**

26 **(Against NORTHWEST PIPE COMPANY and DOES 1-25)**

27 97. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in all preceding paragraphs.

1 98. PAGA expressly establishes that any provision of the California labor Code which
2 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
3 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
4 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
5 herself, and other current or former employees.

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

9 100. Plaintiff and the other hourly-paid, non-exempt employees are “aggrieved employees”
10 as defined by California Labor Code section 2699(c) in that they are all current or former employees
11 of Defendants, and one or more of the alleged violations were committed against them.

12 101. Defendants’ conduct, as alleged herein, violates numerous sections of the California
13 Labor Code, including, but not limited to, the following:

- 14 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
15 overtime wages, as set forth more fully below;
- 16 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
17 pay minimum wages, as set forth more fully below;
- 18 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
19 legally required meal periods, as set forth more fully below;
- 20 (d) Violation of California Labor Code section 226.7 for failure to provide legally
21 required rest periods, as set forth more fully below;
- 22 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
23 Plaintiff and aggrieved employees during employment, as set forth more fully
24 before;
- 25 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
26 wages at time of discharge from employment, as set forth more fully below;
- 27 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
28 wage statements to Plaintiff and aggrieved employees, as set forth more fully

below;

(h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and aggrieved employees, as set forth more fully below; and

(i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and aggrieved employees for necessary business-related expenses, as set forth more fully below.

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

Failure to Pay Overtime Wages

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

104. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

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

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

107. During the relevant time period, Plaintiff and aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock,” including, but not limited to time spent performing work duties off the clock such as cementing pipes.

108. Defendants' failure to pay Plaintiff and aggrieved employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Pay Minimum Wages

109. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the aggrieved employees any wages for time spent working "off-the-clock" performing duties, including, but not limited to, time spent performing work duties off the clock such as cementing pipes. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

110. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1.

Failure to Provide Meal Periods

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

112. At all relevant times herein set forth, California Labor Code section 512(a) has

1 provided that an employer may not require, cause, or permit an employee to work for a period of more
2 than five (5) hours per day without providing the employee with a meal period of not less than thirty
3 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
4 hours, the meal period may be waived by mutual consent of both the employer and the employee.

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

9 114. During the relevant time period, Plaintiff and the aggrieved employees,
10 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
11 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
12 minutes.

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

18 116. During the relevant time period, Plaintiff and the aggrieved employees,
19 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
20 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
21 thirty (30) minutes.

22 117. During the relevant time period, Defendants willfully required Plaintiff and the
23 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
24 employees for work performed during meal periods. By way of example, Defendants failed to relieve
25 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
26 worked through mandated meal periods.

27 118. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
28 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a

1 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
2 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
3 employees in the regular rate of compensation.

4 119. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
5 Code sections 226.7 and 512(a).

6 **Failure to Provide Rest Periods**

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

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

15 122. Pursuant to the applicable IWC Wage Order and California Labor Code section
16 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
17 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
18 the rest period was not provided.

19 123. During the relevant time period, Defendants required Plaintiff and the aggrieved
20 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
21 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
22 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
23 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
24 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

25 124. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
26 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
27 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
28 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved

employees in the regular rate of compensation.

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

Failure to Timely Pay Wages During Employment

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

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

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

129. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under California Labor Code section 204, including wages for overtime compensation, minimum wage compensation, meal period premiums, and rest period premiums.

Failure to Timely Pay Wages Upon Termination

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

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

6 132. At the time that Plaintiff and the aggrieved employees' employment with Defendants
7 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
8 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
9 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
10 wages.

11 **Failure to Provide Compliant Wage Statements**

12 133. At all relevant times set forth herein, California Labor Code section 226(a) provides
13 that every employer shall furnish each of its employees an accurate itemized statement in writing
14 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
15 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee may be aggregated
17 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
18 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
19 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
20 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
21 The deductions made from payments of wages shall be recorded in ink or other indelible form,
22 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
23 deductions shall be kept on file by the employer for at least three years at the place of employment or
24 at a central location within the State of California.

25 134. Defendants have intentionally and willfully failed to provide employees with complete
26 and accurate wage statements. The deficiencies include, among other things, the failure to state all
27 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
28 premium wages earned.

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1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

3 **PRAYER FOR RELIEF**

4 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
5 Defendants, jointly and severally, as follows:

6 **Class Certification**

- 7 1. That this action be certified as a class action;
8 2. That Plaintiff be appointed as the representatives of the Class;
9 3. That counsel for Plaintiff be appointed as Class Counsel; and
10 4. That Defendants provide to Class Counsel immediately the names and most current/last
11 known contact information (address, e-mail and telephone numbers) of all class members.

12 **As to the First Cause of Action**

- 13 5. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
15 wages due to Plaintiff and the other class members;
16 6. For general unpaid wages at overtime wage rates and such general and special damages
17 as may be appropriate;
18 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
19 date such amounts were due;
20 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
21 Labor Code section 1194;
22 9. For such other and further relief as the Court may deem just and proper.

23 **As to the Second Cause of Action**

- 24 10. That the Court declare, adjudge and decree that Defendants violated California Labor
25 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
26 other class members;
27 11. For general unpaid wages and such general and special damages as may be appropriate;
28 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for

1 Plaintiff and the other class members in the amount as may be established according to proof at trial;

2 13. For pre-judgment interest on any unpaid compensation from the date such amounts
3 were due;

4 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Labor Code section 1194(a);

6 15. For liquidated damages pursuant to California Labor Code section 1194.2;

7 16. For such other and further relief as the Court may deem just and proper.

8 **As to the Third Cause of Action**

9 17. That the Court declare, adjudge and decree that Defendants violated California Labor
10 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
11 periods, (including second meal periods, to Plaintiff and the other class members;

12 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
13 of pay at each employee's regular rate of compensation for each workday that a meal period was not
14 provided;

15 19. For all actual, consequential, and incidental losses and damages, according to proof;

16 20. For premium wages pursuant to California Labor Code section 226.7(c);

17 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

18 22. For reasonable attorneys' fees and costs of suit incurred herein;

19 23. For such other and further relief as the Court may deem just and proper.

20 **As to the Fourth Cause Action**

21 24. That the Court declare, adjudge and decree that Defendants violated California Labor
22 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
23 Plaintiff and the other class members;

24 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
25 of pay at each employee's regular rate of compensation for each workday that a rest period was not
26 provided;

27 26. For all actual, consequential, and incidental losses and damages, according to proof;

28 27. For premium wages pursuant to California Labor Code section 226.7(c);

1 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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

3 **As to the Fifth Cause of Action**

4 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
5 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff
6 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

7 31. For actual, consequential and incidental losses and damages, according to proof;

8 32. For statutory penalties pursuant to California Labor Code section 226(e);

9 33. For injunctive relief to ensure compliance with this section, pursuant to California
10 Labor Code section 226(g);

11 34. For such other and further relief as the Court may deem just and proper.

12 **As to the Sixth Cause of Action**

13 35. That the Court declare, adjudge and decree that Defendants violated California Labor
14 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
15 termination of the employment of Plaintiff and the other class members no longer employed by
16 Defendants;

17 36. For all actual, consequential, and incidental losses and damages, according to proof;

18 37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
19 and the other class members who have left Defendants' employ;

20 38. For pre-judgment interest on any unpaid compensation from the date such amounts
21 were due;

22 39. For such other and further relief as the Court may deem just and proper.

23 **As to the Seventh Cause of Action**

24 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
25 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
26 for all necessary business-related expenses as required by California Labor Code sections 2800 and
27 2802;

28 41. For actual, consequential and incidental losses and damages, according to proof;

42. For the imposition of civil penalties and/or statutory penalties;
43. For punitive damages and/or exemplary damages according to proof at trial;
44. For reasonable attorneys' fees and costs of suit incurred herein; and
45. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses)

47. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

48. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

50. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.

As to the Ninth Cause of Action

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

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1 52. For such other and further relief as the Court may deem proper.

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3 DATED: August 1, 2022

BLACKSTONE LAW, APC

4
5 By:



6 Jonathan M. Genish, Esq.

7 Attorneys for Plaintiff VICTOR DE LA CRUZ