

FILED  
Superior Court Of California,  
Sacramento  
07/29/2022  
ggalayiz  
By \_\_\_\_\_, Deputy  
Case Number:  
34-2022-00320564

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SUPERIOR COURT OF CALIFORNIA  
FOR THE COUNTY OF SACRAMENTO

JOE HART, individually and on behalf of all  
other similarly situated employees,

Plaintiff,

vs.

ALUMINUM COATING TECHNOLOGIES,  
INC., a California Corporation;  
BRUCE CENICEROS, an individual;  
ANDREA CENICEROS, an individual; and  
DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2022-00320564

CLASS ACTION

FIRST AMENDED COMPLAINT FOR  
DAMAGES:

- 1. Failure to Pay Overtime Wages
- 2. Failure to Pay Split Shift Premiums
- 3. Meal Period Violations
- 4. Rest Period Violations
- 5. Wage Statement Violations
- 6. Waiting Time Penalties
- 7. Failure to Reimburse Expenses
- 8. Unfair Competition
- 9. Private Attorneys General Act

DEMAND FOR JURY TRIAL

BY FAX

1 Plaintiff JOE HART (“Plaintiff”), on behalf of himself and all other similarly situated  
2 employees, hereby files this Complaint against Defendants ALUMINUM COATING  
3 TECHNOLOGIES, INC., a California Corporation; BRUCE CENICEROS, an individual; ANDREA  
4 CENICEROS, an individual; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as  
5 “Defendants”). On information and belief, Plaintiff alleges the following:

### 6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act lawsuit brought by Plaintiff for  
8 failure to pay overtime wages, failure to provide meal periods or pay premiums in lieu thereof, failure to  
9 provide rest periods or pay premiums in lieu thereof, failure to provide accurate wage statements, failure  
10 to pay final wages, failure to maintain accurate records, failure to pay all paid sick time, failure to  
11 reimburse expenses, and failure to pay split shift premiums.

### 12 **JURISDICTION AND VENUE**

13 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to  
14 California Code of Civil Procedure section 410.10 to determine alleged violations of the California  
15 Labor Code, California Business and Professions Code, and Wage Order No. 1.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that  
17 Defendants reside in Sacramento County. In addition, some of the wrongful acts and violations of law  
18 asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in  
19 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414  
20 (1984).

21 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to  
22 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf  
23 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,  
24 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency  
25 (“LWDA”) on approximately May 17, 2022. Plaintiff provided facts and legal bases for his claims  
26 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause  
27 of action. Plaintiff also submitted the \$75.00 filing fee. The May 17, 2022, notice was also sent via  
28 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to

1 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies  
2 pursuant to the Private Attorneys General Act ("PAGA") and may bring this action on behalf of himself  
3 and all similarly situated employees, *i.e.*, Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),  
4 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).  
5 Aggrieved Employees includes, but is not limited to the following: all individuals who have, or continue  
6 to, work for Defendants in California from May 17, 2021 to the present.

### 7 PARTIES

8 5. JOE HART is an individual over the age of eighteen (18) and is a resident of the State  
9 of California.

10 6. On information and belief, Plaintiff alleges, ALUMINUM COATING  
11 TECHNOLOGIES, INC., is now and/or at all times mentioned in this Complaint was a California  
12 Corporation and the owner and operator of an industry, business and/or facility doing business in the  
13 State of California.

14 7. Plaintiff is informed and believes, and thereupon alleges, that BRUCE CENICEROS  
15 is an individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff  
16 further alleges that BRUCE CENICEROS is an owner, director, officer, and/or managing agent of  
17 ALUMINUM COATING TECHNOLOGIES, INC. responsible for causing the violations outlined in  
18 the First through Seventh and Ninth causes of action. As such BRUCE CENICEROS is individually  
19 liable pursuant to California Labor Code section 558.1.

20 8. Plaintiff is informed and believes, and thereupon alleges, that ANDREA  
21 CENICEROS is an individual over the age of eighteen (18) and is a resident of the State of  
22 California. Plaintiff further alleges that ANDREA CENICEROS is an owner, director, officer,  
23 and/or managing agent of ALUMINUM COATING TECHNOLOGIES, INC. responsible for  
24 causing the violations outlined in the First through Seventh and Ninth causes of action. As such  
25 ANDREA CENICEROS is individually liable pursuant to California Labor Code section 558.1.

26 9. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the  
27 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and  
28

are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true names and capacities of these DOE Defendants when they are ascertained.

10. At all times mentioned herein, each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment. The Defendants are jointly and severally liable to Plaintiff.

11. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint employment, joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint employment, joint venture, partnership and common enterprise.

12. Defendants, and each of them, now and/or at all times mentioned in this Complaint approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

13. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

### **CLASS ALLEGATIONS**

14. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All individuals who have, or continue to, work for Defendants as non-exempt employees in California from May 23, 2018 to the present.

15. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

- (a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of

1 limitations, who were subjected to the policies and practices outlined in this Complaint.  
2 As such, joinder of all members of the putative class is not practicable.

3 (b) Common Questions Predominate: Common questions of law and fact exist as to all  
4 members of the putative class and predominate over questions that affect only individual  
5 members of the class. These common questions of law and fact include, without  
6 limitation, the following:

- 7 (1) Whether Defendants had a policy or practice to pay split shift premiums;
- 8 (2) Whether Defendants had a policy or practice to incorporate the value of all non-  
9 discretionary remuneration when calculating putative class members' regular rates  
10 of pay for the purpose of paying overtime wages;
- 11 (3) Whether Defendants had a policy or practice to incorporate the value of all non-  
12 discretionary remuneration when calculating putative class members' regular rates  
13 of pay for the purpose of paying paid sick time;
- 14 (4) Whether Defendants had a policy or practice to pay putative class members all  
15 overtime and double time wages they were owed;
- 16 (5) Whether Defendants had a policy or practice authorizing and permitting all meal  
17 periods owed;
- 18 (6) Whether Defendants had a policy or practice authorizing and permitting all rest  
19 periods owed;
- 20 (7) Whether Defendants had a policy or practicing authorizing a second meal period  
21 when putative class members worked shifts over 10 hours;
- 22 (8) Whether Defendants had a policy or practice authorizing a third rest period when  
23 putative class members worked shifts over 10 hours;
- 24 (9) Whether Defendants required putative class members to use their personal  
25 cellphones for work without paying any reimbursement;
- 26 (10) Whether Defendants had a policy or practice to reimburse putative class members  
27 for expenses incurred for work;
- 28

(11) Whether as a result of Defendants' policies and practices Plaintiff's and putative class members received all wages, due and owing, at the time of their termination or separation; and

(12) Whether Defendants provided Plaintiff's and putative class members with wage statements that complied with Labor Code section 226.

(c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative class. The putative class also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Plaintiff and all members of the putative class were non-exempt employees who received non-discretionary remuneration that was not incorporated into the regular rate of pay, worked uncompensated overtime and double time hours, worked split shifts, did not receive all meal and rest periods owed, and used their personal cellphones for work resulting in failure to pay overtime, failure to pay split shift premiums, meal and rest period violations, and expenses that should have been reimbursed. Additionally, Defendants issued Plaintiff and all members of the putative class wage statements that did not comply with Labor Code section 226. As a result, Plaintiff and each member of the putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiff resided in California and worked for Defendants in California. Moreover, Plaintiff is an adequate representative of the putative class as Plaintiff has no interests that are adverse to those of putative class members. Additionally, Plaintiff has retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously,

efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

16. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

### **GENERAL ALLEGATIONS**

17. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 16 as though fully set forth herein.

18. Plaintiff worked for Defendants from approximately August 1, 2020 to February 7, 2022 as a non-exempt employee. Similarly situated employees also worked for Defendants as non-exempt employees. Plaintiff and similarly situated employees regularly worked over eight (8) hours in a day and/or forty (40) hours in a week, incurring overtime and were paid non-discretionary remuneration, including but not limited to bonuses. Defendants did not correctly incorporate the value of the non-discretionary remuneration into Plaintiff's and similarly situated employees' regular rates of pay when calculating overtime, double time, or paid sick time.

19. Defendants failed to pay Plaintiff and similarly situated employees all overtime and double time premiums they were owed. If Plaintiff and similarly situated employees worked a significant amount of overtime or double time, Defendants would spread those hours out over other days to avoid paying all overtime and double time premiums owed.

20. Defendants required Plaintiff and similarly situated employees to work split shifts without paying split shift premiums. For example, Plaintiff regularly worked a morning and night shift with a two (2) to three (3) hour unpaid period without work in between.

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1           21. Defendants failed to authorize and permit Plaintiff and similarly situated employees to  
2 take all meal and rest periods they were entitled to. Plaintiff and similarly situated employees worked  
3 on time sensitive tasks that prevented them from being able to take all meal and rest periods or  
4 prevented them from being able to timely take their meal and rest periods. Additionally, Plaintiff and  
5 similarly situated employees worked shifts longer than ten (10) hours in a day and did not receive all  
6 second meal periods and third rest periods they were entitled to. Defendants did not pay Plaintiff and  
7 similarly situated employees premiums for noncompliant meal and rest periods.

8           22. Defendants required Plaintiff and similarly situated employees to use their personal  
9 cellphone for task at work, such as tracking hours worked, placing online orders for parts, or looking up  
10 parts and commutating what parts to order. Defendants did not reimburse Plaintiff and similarly situated  
11 employees for the use of their personal cellphones for work.

12           23. Defendants failed to provide Plaintiff and similarly situated employees with legally  
13 compliant paystubs. The paystubs Defendants issued did not itemize the total hours worked, accurate  
14 regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate  
15 gross and net wages earned. As a result, Plaintiff and similarly situated employees were not able to  
16 determine the total wages owed to them from their paystubs alone.

17           24. To date, Defendants have not paid Plaintiff and similarly situated employees all overtime  
18 and double time wages, paid sick time, split shift premiums, and meal and rest period premiums owed to  
19 them.

20           25. Defendant Aluminum Coating Technologies, Inc. identified Defendant Bruce Cenicerros  
21 in its filings with the California Secretary of State from 2020 to the present as its Chief Executive  
22 Officer, Chief Financial Officer, and Director. Defendant Aluminum Coating Technologies, Inc.  
23 identified Defendant Andrea Cenicerros in its filings with the California Secretary of State from 2020 to  
24 January 2022 as its Secretary and Director and from January 2022 to present as its Secretary. Plaintiff is  
25 informed and believes that Bruce Cenicerros and Andrea Cenicerros are owners of Aluminum Coating  
26 Technologies, Inc. Plaintiff had conversations with Bruce Cenicerros on multiple occasions regarding  
27 his hours worked or pay. Plaintiff is informed and believes that Bruce Cenicerros and Andrea Cenicerros  
28 were responsible for creating and electing to implement or participating in creating and electing to

1 implement Aluminum Coating Technologies, Inc.'s payroll and compensation policies and practices, or  
2 that Bruce Cenicerros and Andrea Cenicerros were aware of such policies and practices and ratified them.

3 **CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**  
5 **FAILURE TO PAY OVERTIME WAGES**  
6 **(As to all Defendants)**

7 26. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 25 as though fully  
8 set forth herein.

9 27. During the period Plaintiff was employed by Defendants, Defendants were required to  
10 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of  
11 eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for  
12 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 1, section (3)(A);  
13 Cal. Lab. Code §§ 510, 1194.

14 28. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day  
15 and/or forty (40) hours per week on several occasions while employed by Defendants. However,  
16 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime and double  
17 time hours worked at their regular rate of pay.

18 29. Plaintiff and similarly situated employees were not exempt from overtime protections  
19 employees under the California Wage Orders and Labor Code.

20 30. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
21 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
22 the extent pertinent as if set forth here in full.

23 **SECOND CAUSE OF ACTION**  
24 **FAILURE TO PAY SPLIT SHIFT PREMIUMS**  
25 **(As to all Defendants)**

26 31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully  
27 set forth herein.

28 32. For the period preceding the filing of this Complaint, Defendants were required to  
compensate Plaintiff and similarly situated employees with at least one hour's pay at the State's

1 minimum wage for each split shift that they worked. *See* MW-Order; IWC Wage Order, No. 1, section  
2 4(A); Cal. Lab. Code § 1194.

3 33. Plaintiff and similarly situated employees were not exempt from the State's Minimum  
4 Wage Order. Defendants aware of their obligation to pay split shift premiums but failed to do so.

5 34. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
6 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to  
7 the extent pertinent as if set forth here in full.

8 **THIRD CAUSE OF ACTION**  
9 **MEAL PERIOD VIOLATIONS**  
10 **(As to all Defendants)**

11 35. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 34 as though fully  
12 set forth herein.

13 36. An employer must provide an employee a meal period in accordance with the  
14 applicable Wage Order, and California Labor Code sections 226.7 and 512.

15 37. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 1, section  
16 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30)  
17 minutes for each work period of more than five (5) hours.

18 38. California Labor Code section 512 and Wage Order No. 1 section 11(B) further  
19 provide that employers may not employ employees for a work period for more than ten (10) hours  
20 per day without providing the employee with a second meal period of at least thirty (30) minutes.  
21 However, if the total hours worked is no more than twelve (12) hours, the second meal period may  
22 be waived so long as there was no waiver as to the first meal period. Employees are entitled to one  
23 (1) hour of pay at their regular rate of compensation for each meal period not provided.

24 39. Defendants employed Plaintiff and similarly situated employees for periods of more  
25 than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal  
26 period of at least thirty (30) minutes when Plaintiff and similarly situated employees worked more  
27 than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated  
28 employees to take their first meal period before the completion of their fifth hour of work and failed  
to allow Plaintiff and similarly situated employees to take their second meal period before the

1 completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their  
2 rights to all meal periods throughout their employment.

3 40. Defendants further failed to pay Plaintiff and similarly situated employees the  
4 applicable meal period premiums for any such missed meal breaks.

5 41. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
6 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
7 incorporated here to the extent pertinent as if set forth here in full.

8 **FOURTH CAUSE OF ACTION**  
9 **REST PERIOD VIOLATIONS**  
10 **(As to all Defendants)**

11 42. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 41 as though fully  
12 set forth herein.

13 43. An employer must provide an employee a rest period in accordance with the  
14 applicable Wage Order and California Labor Code section 226.7.

15 44. California Labor Code section 226.7 and Wage Order No. 1, section 12(A) require an  
16 employer to provide a rest period of not less than ten (10) minutes for each work period of more than  
17 four (4) hours or a major fraction thereof.

18 45. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly  
19 situated employees to take paid rest periods of at least ten (10) minutes for each work period that  
20 they worked more than four (4) hours or a major fraction thereof.

21 46. Defendants further failed to pay Plaintiff and similarly situated employees the  
22 applicable rest period premiums for any such missed rest periods.

23 47. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
24 employees have been damaged as stated in the section below entitled "DAMAGES," which is  
25 incorporated here to the extent pertinent as if set forth here in full.

26 **FIFTH CAUSE OF ACTION**  
27 **WAGE STATEMENT VIOLATIONS**  
28 **(As to all Defendants)**

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully  
set forth herein.

1           49. Pursuant to California Labor Code section 226(a), an employer must provide an itemized  
2 statement to an employee, semimonthly or at the time of each payment of wages, showing:

3           *(1) gross wages earned, (2) total hours worked by the employee, except for*  
4           *any employee whose compensation is solely based on a salary and who is*  
5           *exempt from payment of overtime under subdivision (a) of Section 515 or*  
6           *any applicable order of the Industrial Welfare Commission, (3) the*  
7           *number of piece-rate units earned and any applicable piece rate if the*  
8           *employee is paid on a piece-rate basis, (4) all deductions, provided that*  
9           *all deductions made on written orders of the employee may be aggregated*  
10           *and shown as one item, (5) net wages earned, (6) the inclusive dates of the*  
11           *period for which the employee is paid, (7) the name of the employee and*  
12           *the last four digits of his or her social security number or an employee*  
13           *identification number other than a social security number, (8) the name*  
14           *and address of the legal entity that is the employer and, if the employer is*  
15           *a farm labor contractor, as defined in subdivision (b) of Section 1682, the*  
16           *name and address of the legal entity that secured the services of the*  
17           *employer, and (9) all applicable hourly rates in effect during the pay*  
18           *period and the corresponding number of hours worked at each hourly rate*  
19           *by the employee. The deductions made from payment of wages shall be*  
20           *recorded in ink or other indelible form, properly dated, showing the*  
21           *month, day, and year, and a copy of the statement and the record of the*  
22           *deductions shall be kept on file by the employer for at least three years at*  
23           *the place of employment or at a central location within the State of*  
24           *California.*

25           50. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an  
26 itemized statement or failed to provide an accurate and complete itemized statement showing the  
27 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not  
28 accurately itemize all applicable hourly rates in effect during the pay period and the corresponding  
number of hours worked at each hourly rate, meal and rest premiums, and gross and net wages  
earned. Plaintiff and similarly situated employees suffered confusion over whether they received all  
wages owed and were prevented from effectively challenging information on their wage statements.

51. As a proximate result of Defendants' conduct, Plaintiff and similarly situated  
employees have been damaged as stated in the section below entitled "DAMAGES," which is  
incorporated here to the extent pertinent as if set forth here in full.

**SIXTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(As to all Defendants)**

52. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 51 as though fully  
set forth herein.

1           53.     An employer must pay an employee who is terminated all unpaid wages immediately  
2 upon termination. *See* Cal. Lab. Code § 201.

3           54.     An employer must pay an employee who resigns all unpaid wages within seventy-two  
4 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

5           55.     Plaintiff and similarly situated employees did not receive all wages, including split shift  
6 premiums, overtime wages, meal and rest period premiums, or all sick leave pay owed at their  
7 termination or within the required time after their separation from employment.

8           56.     An employer who willfully fails to pay an employee wages in accordance with California  
9 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)  
10 days. *See* Cal. Lab. Code § 203.

11          57.     Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'  
12 their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff  
13 and similarly situated employees worked split shifts, did not receive all meal and rest periods, worked  
14 overtime and double time worked, and were paid non-discretionary remuneration, but failed to correctly  
15 compensate putative class members for all wages owed. Such conduct shows Defendants had  
16 knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the  
17 remaining wages owed.

18          58.     As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees  
19 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by  
20 thirty (30) days for Defendants' failure to pay all wages due.

21                   **SEVENTH CAUSE OF ACTION**  
22                   **FAILURE TO REIMBURSE EXPENSES**  
23                   **(As to all Defendants)**

24          59.     Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully  
25 set forth herein.

26          60.     California Labor Code section 2802(a) states that "An employer shall indemnify his or  
27 her employee for all necessary expenditures or losses incurred by the employee in direct consequence of  
28 the discharge of his or her duties, or of his or her obedience to the directions of the employer, even

1 though unlawful, unless the employee, at the time of obeying the directions, believed them to be  
2 unlawful.”

3 61. Defendants required Plaintiff and similarly situated employees to use their personal  
4 cellphones for work but failed to reimburse them for such use.

5 62. As a proximate result of Defendants’ conduct, Plaintiff and similarly situated employees  
6 have been damaged as stated in the section below entitled “DAMAGES,” which is incorporated here to  
7 the extent pertinent as if set forth here in full.

8 **EIGHTH CAUSE OF ACTION**  
9 **UNFAIR COMPETITION**  
10 **(As to Defendants ALUMINUM COATING TECHNOLOGIES, INC. and DOES 1 to 100)**

11 63. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 62 as though fully  
12 set forth herein.

13 64. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act  
14 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1  
15 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*  
16 California Business and Professions (“B&P”) Code § 17200.

17 65. Plaintiff and similarly situated employees were not paid all wages owed, including split  
18 shift premiums, overtime wages, and paid sick leave during their employment or any time thereafter.  
19 Moreover, through Defendants conduct Plaintiff and similarly situated employees were denied statutory  
20 protections regarding meal and rest periods.

21 66. Plaintiff further alleges that such actions and/or conduct constitute a violation of the  
22 California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to  
23 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

24 67. As a direct and legal result of the Defendants’ conduct, as alleged herein, pursuant to the  
25 UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to  
26 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code  
27 sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an  
28 amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

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**NINTH CAUSE OF ACTION**  
**PRIVATE ATTORNEYS GENERAL ACT**  
**(As to all Defendants)**

68. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 67 as though fully set forth herein.

69. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174, 1198 and IWC Wage Order No. 1, § 7 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Split Shift Premiums)

70. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

71. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

72. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

**DAMAGES**

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Interest for the wages due pursuant to California Labor Code section 1194;
  - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
  - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
  - a. Wages in an amount to be proven at trial;
  - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
6. As to the Fifth Cause of Action:
  - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the

violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);

b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Seventh Cause of Action:

a. An amount to be proven at trial;

b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

8. As to the Ninth Cause of Action:

a. For civil penalties as provided in the Labor Code for each enumerated violation;

b. For those Labor Code sections where there is no civil penalty provided for their violation, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;

c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;

d. For any other remedies as allowed by law and/or deemed appropriate by the Court;

9. For such other and further relief as this Court may deem just and proper, including, but not limited to:

a. Wages as proved at trial;

b. Injunctive and Declaratory relief;

c. Attorney's fees and costs as provided for by law; and

d. Interest.

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1 Dated: July 28, 2022

**Shimoda & Rodriguez Law, PC**

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3 By: \_\_\_\_\_



4 Galen T. Shimoda  
5 Justin P. Rodriguez  
6 Brittany V. Berzin  
7 Attorneys for Plaintiff  
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