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situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
HISTORIC COURT HOUSE**

LESLIE T. CERVANTES, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

JOHN CORDENIS, individually, and doing
business as MONITOR AND CRT
RECYCLERS OF CALIFORNIA, GAIL
CORDENIS, individually, and doing business
as MONITOR AND CRT RECYCLERS OF
CALIFORNIA; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: **CVRI2502389**

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods;
2. Failure to Provide Required Rest Breaks;
3. Failure to Provide Recovery Periods;
4. Failure to Pay Overtime Wages;
5. Failure to Pay Minimum Wages and Straight Time Wages
6. Failure to Pay Timely Wages;
7. Failure to Pay All Wages Due to Discharged and Quitting Employees;
8. Failure to Maintain Required Records;
9. Failure to Furnish Accurate Itemized Statements;
10. Failure to Reimburse Necessary Expenses; and
11. Unfair and Unlawful Business Practices.

DEMAND FOR JURY TRIAL

12. Penalties Under the Labor Code Private Attorneys General Act ("PAGA")

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1. Defendants John Cordenis and Gail Cordenis, individually and doing business as CRT Recycles of California which is a private, for profit recycling center which focuses on industrial waste products at a co-occupied facility located in Ontario, California.

3. As alleged herein, Defendants have implemented several common policies and practices that have resulted in systematic violations of California's wage-and-hour laws at Defendants facility located in Corona, California.

4. Plaintiff seeks declaratory, compensatory and other statutorily available relief for himself, and the proposed Class, during the applicable limitations period, to compensate them for the wages Defendants have stolen from them and to protect current and future work non-exempt, hourly employees from being subjected to similar unlawful working conditions perpetrated by Defendants.

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6. Venue is proper in this judicial district and the County of Corona because Plaintiff,

1 and all other persons similarly situated, performed work for Defendants in the County of Riverside
2 where Defendants operate their recycling facility located within the County of Riverside and
3 Defendants illegal payroll policies and practices, which are the subject of this action were applied,
4 at least in part, to Plaintiff, and other persons similarly situated, in the County of Riverside.

5 **THE PARTIES**

6 7. Plaintiff is a resident and citizen of the State of California. Plaintiff is a former, non-
7 exempt employee for Defendants who worked at their facility in Riverside, California, from
8 approximately September 16, 2021, through April 3, 2024.

9 8. Plaintiff, on behalf of herself and all other similarly situated individuals, brings this
10 class action to recover, among other things, wages and penalties from unpaid wages earned and
11 due, including but not limited to, Defendants' failure to provide legally compliant meal and rest
12 breaks and failure to provide proper compensation for missed and otherwise unlawful meal and
13 rest breaks, Defendants' failure to pay all wages due to discharged or quitting non-exempt
14 employees, Defendants' failure to pay overtime and minimum/straight time wages to non-exempt
15 employees, Defendants' failure to maintain required records and failure to provide accurate
16 itemized wage statements, and related violations of the California Labor Code.

17 9. Defendant John Cordenis, is and at all times relevant herein was, is a co-owner and
18 operator of Monitor and CRT Recycles of California, a sole proprietorship, licensed to do business
19 in the City of Corona.

20 10. Defendant Gail Cordenis, is and at all times relevant herein was, is an co-owner and
21 operator of Monitor and CRT Recycles of California, a sole proprietorship, licensed to do business
22 in the City of Corona.

23 11. The true names and capacities of DOES 1 through 10, inclusive, are unknown to
24 Plaintiff at this time, and Plaintiff therefore sues such DOE Defendants under fictitious names.
25 Upon information and belief, each Defendant designated as a DOE is in some manner highly
26 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
27 damages, as alleged herein, were proximately caused by the conduct of such DOE Defendants.

1 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
2 capacities of such DOE Defendants when ascertained.

3 12. At all relevant times herein, Defendants were the joint employer of Plaintiff and the
4 other Class members. Defendants were the alter egos, divisions, affiliates, integrated enterprises,
5 joint employer, subsidiaries, parents, principals, related entities, co-conspirators, authorized
6 agents, partner, joint venturer, and/or guarantors, actual or ostensible, of each other. Each
7 Defendant was completely dominated by his, her or its co-Defendants, and each was the alter ego
8 of the other. Moreover, at all material times there has been extensive interrelation of operations,
9 common management, centralized control of labor relations with respect to Plaintiff and Class
10 member, and common ownership or financial control between all Defendants.

11 13. As a direct and proximate result of the unlawful actions of DEFENDANTS', Plaintiff
12 and Class member have suffered, and continue to suffer, from loss of earnings in amounts as yet
13 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

14 **CLASS ACTION ALLEGATIONS**

15 14. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of
16 himself and the following non-exempt hourly employees ("Class Members"):

17 All California residents who performed work for Defendants in California
18 as hourly, non-exempt employees during the statute of limitations period.

19 15. Plaintiff reserves the right to name additional Class representatives as may be
20 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of the
21 proposed Class and/or add subclasses before the Court determines whether certification is
22 appropriate.

23 16. Plaintiff is a Class member.

24 17. This action is appropriately suited for a class action because:

25 A. The proposed Class is a significant number. Plaintiff is informed and believes
26 that the proposed Class consists of more than fifty (50) non-exempt employees, rendering joinder
27 impractical.

1 B. This action involves common questions of law and fact to the proposed Class
2 because the action focuses on Defendants’ systematic course of unlawful conduct, which was
3 applied to all non-exempt employees in uniform violation of the California Labor Code, IWC Wage
4 Orders and the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200, *et*.
5 *seq.*, which prohibits unfair business practices arising from such violations. Several common
6 questions of law and fact will drive the resolution of this action, including:

- 7 1. Whether Defendants’ failed to provide Class members with legally
8 compliant meal periods, recovery periods and rest breaks, and
9 whether Defendants’ failed to properly pay premiums as a result of
10 missed and non-compliant meal periods and rest breaks;
- 11 2. Whether Defendants’ failed to properly calculate and pay regular and
12 overtime wages to Class members;
- 13 3. Whether Defendants’ failed to properly pay minimum and straight
14 time wages to Class members;
- 15 4. Whether Defendants’ failed to timely pay wages owed to Class
16 members;
- 17 5. Whether Defendants’ failed to pay all wages owed to formerly-
18 employed Class members;
- 19 6. Whether Defendants’ failed to maintain required records and accurate
20 wage statements for Class members; and
- 21 7. Whether Defendants’ engaged in unfair and/or unlawful business
22 practices.

23 C. Plaintiff’s claims are typical of the proposed Class because Defendants
24 subjected all of their non-exempt employees to the similar and overlapping violations of the
25 California Labor Code, the applicable IWC wage order, and the UCL.

26 D. Plaintiff is able to fairly and adequately protect the interests of all members
27 of the proposed Class because it is her best interests to prosecute the claims alleged herein to obtain
28 full compensation due to the proposed Class for all services rendered and hours worked. Plaintiff

1 has also retained counsel that is experienced in wage-and-hour class and representative action
2 litigation.

3 **FIRST CAUSE OF ACTION**

4 **Failure to Provide Required Meal Periods**

5 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and All Applicable IWC Wage Order]**

6 ***(On Behalf of Plaintiff and the Class against all Defendants)***

7 18. Plaintiff incorporates herein by specific reference, as though fully set forth, the
8 allegations in paragraphs 1 through 17 (A) – (D).

9 19. At all times relevant herein, as part of Defendants’ unlawful policies and practices to
10 deprive their hourly, non-exempt employees of all wages earned and due, Defendants required,
11 permitted or otherwise suffered Plaintiff and Class member to perform work during their meal
12 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
13 have otherwise failed to provide the required meal periods to Plaintiff and Class member as required
14 under Cal. Lab. Code §§ 226.7, 512, and § 11 of the applicable IWC Order.

15 20. Defendants have implemented several common policies and practices that have
16 caused Plaintiff and Class member to systematically miss or otherwise take non-compliant meal
17 periods.

18 21. For example, Defendants’ understaff their recycling center such that Class members
19 are given so much work to complete that they regularly miss or take non-compliant meal periods.
20 As a direct consequence of this understaffing, Plaintiff and Class members have so much work to
21 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
22 take them after working longer than five (5) hours, to perform work during their meal periods, or
23 return to work after working less than a thirty (30) minute meal period. In addition, Plaintiff and
24 Class members needed to secure permission from supervisors before taking a meal period, but they
25 were frequently unable to timely secure such permission, thus causing them to regularly miss and
26 otherwise take non-compliant meal periods. Moreover, when Plaintiff and the other Class members
27 do have meal periods, they often have their meal periods interrupted and are not afforded additional
28 time to complete their meal periods.

22. Despite work conditions that systematically result in missed and non-compliant meal periods, and in order to keep labor costs down, Defendants have implemented a common policy and practice of failing to pay all meal period premium payments owed and due.

23. In short, Defendants have violated, and continues to violate, Cal. Lab. Code § 226.7, all applicable IWC Wage Orders and the unfair competition laws, by failing to compensate Plaintiff and Class members who were not authorized and permitted to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the proper regular rate of pay for each workday that such a meal period was not authorized or permitted. Defendants further violated Cal. Lab. Code §§ 510, 1194, 1197, and any other applicable provision of the California Labor Code, by failing to compensate Plaintiff and Class members for all hours worked during their meal periods.

24. As a proximate result of the aforementioned violations, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Breaks

[Cal. Lab. Code §§ 226.7, 512; and All Applicable IWC Wage Order]

(On Behalf of Plaintiff and the Class against all Defendants)

25. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 24.

26. At all times relevant herein, as part of Defendants unlawful policies and practices to deprive its non-exempt employees of all wages earned and due, Defendants failed to permit Plaintiff and Class members to take rest breaks as required under Cal. Lab. Code §§ 226.7 and 512, and all applicable IWC Wage Orders.

27. The same common policies and practices that deprive Plaintiff and Class members from taking their meal periods, as alleged herein, similarly deprive them of the ability to take their rest breaks. As alleged herein, Defendants grossly understaffs their recycling center, which creates so much work for Plaintiff and Class members that they are frequently deprived of their right to take compliant first and second rest breaks. In addition, Plaintiff and Class members needed to secure

1 permission from supervisors before taking a rest break, but they were frequently unable to timely
2 secure such permission, thus causing them to regularly miss and otherwise take non-compliant rest
3 breaks.

4 28. Defendant further violated Cal. Lab. Code § 226.7, all applicable IWC Wage Orders,
5 and the UCL, by failing to pay Plaintiff and Class members who were not provided with a compliant
6 rest break, in accordance with the applicable wage order, one additional hour of compensation at
7 the proper regular rate of pay for each workday that a rest break was not provided. Indeed,
8 Defendants have a common policy and practice of not paying rest break premium payments. On
9 information and belief, based on examination of time and payroll records, Defendants have never
10 paid a single rest break premium payment, nor do Defendants even have a pay code for rest break
11 premium payments.

12 29. As a proximate result of the aforementioned violations, Plaintiff and Class members
13 have been damaged in an amount according to proof at trial, and seek all wages earned and due,
14 interest, penalties, expenses, and costs of suit.

15 **THIRD CAUSE OF ACTION**

16 **Failure to Provide Required Recovery Periods**

17 **[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]**

18 ***(On Behalf of Plaintiff and the Class against all Defendants)***

19 30. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 29.

21 31. At all times relevant herein, as part of Defendants' illegal payroll policies and
22 practices to deprive its non-exempt employees of all wages earned and due, Defendants failed to
23 permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code §
24 226.7 and California Code of Regulations, Title 8, Section 3395. Defendants were and are required
25 to provide recovery or "cooldown" periods to non-exempt employees like Plaintiff and the Class
26 members while performing manual labor in order to prevent heat illness.

27 32. Plaintiff and Class members performing intense manual labor. This work is
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1 performed over the course of many hours in temperatures regularly exceeding 86 degrees
2 Fahrenheit. Despite these work conditions, Defendants failed to implement an adequate policy or
3 practice of providing recovery periods to the Class members. Defendants have similarly failed to
4 make efforts to comply with heat illness prevention regulations by providing times to stop
5 working and rest or by supplying sufficient amounts of drinking water. For example, there are
6 times when Defendants do not provide Plaintiff and Class members with drinking water. As with
7 meal and rest breaks, Defendants did not provide Plaintiff and Class members with any written
8 documents informing them of their rights to take recovery periods, and thus they did not take
9 them.

10 33. Defendants further violated Cal. Lab. Code §226.7, and the California Unfair
11 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class
12 members who were not provided with a recovery period, one additional hour of compensation at
13 the proper regular rate of pay for each workday that a recovery period was not provided.

14 34. As a proximate result of the aforementioned violations, Plaintiff and Class
15 members have been damaged in an amount according to proof at trial, and seek all wages earned
16 and due, interest, penalties, expenses and cost of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Overtime Wages**

19 **[Cal. Lab. Code §§ 510, 1194, 1198; All Applicable IWC Wage Orders]**

20 ***(On Behalf of Plaintiff and the Class against all Defendants)***

21 35. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in paragraphs 1 through 34.

23 36. Pursuant to Cal. Lab. Code §§ 510, 1194, and all applicable IWC Wage Orders,
24 Defendants are required to compensate Plaintiff and Class members for all overtime, which is
25 calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
26 eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
27 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours
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1 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day
2 of work in any workweek.

3 37. At all times relevant herein, Defendants have failed to compensate Plaintiff and Class
4 members for all overtime hours worked by among other methods: failing to pay overtime at one and
5 one-half (1½) or double the regular rate of pay; improperly calculating the regular rate of pay;
6 improperly rounding the overtime hours worked in favor of Defendants; requiring, permitting or
7 suffering Plaintiff and Class members to work off-the-clock, and to work through meal periods and
8 rest breaks, but not compensating them for this time; and other methods to be discovered.

9 38. In violation of California law, Defendants have knowingly and willfully refused to
10 perform its obligations to compensate Plaintiff and Class members for all wages earned and all hours
11 worked at the legally required rates of pay. As a proximate result, Plaintiff and Class members have
12 suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages,
13 lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to
14 fully perform their obligations under state law, all to their respective damages in amounts according
15 to proof at time of trial, and within the jurisdiction of this Court.

16 39. Defendants' conduct described herein violates Cal. Lab. Code §§ 510, 1194, 1198,
17 and all applicable IWC Wage Orders. Therefore, pursuant to Cal. Lab. Code §§ 200, 203, 226, 558,
18 1194, 1197.1, and other applicable provisions under the California Labor Code and applicable IWC
19 Wage Order(s), Plaintiff and Class member are entitled to recover the unpaid balance of wages owed
20 to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

21 **FIFTH CAUSE OF ACTION**

22 **Failure to Pay Minimum and Straight Time Wages**

23 **[Cal. Lab. Code §§ 1194, 1197; All Applicable IWC Wage Orders and Applicable Sections]**

24 **(On Behalf of Plaintiff and the Class against all Defendants)**

25 40. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 39.

27 41. Defendant were obligated to pay Plaintiff and the Class members wages for all
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1 hours worked. "Hours worked" is the time during which an employee is subject to the control of
2 an employer, and includes all the time the employee is suffered or permitted to work, whether or
3 not required to do so.

4 42. Pursuant to Cal. Lab. Code §§ 1194, 1197, and all applicable IWC Wage Orders
5 and applicable sections, payment to an employee of less than the applicable minimum wage for all
6 hours worked in a payroll period is unlawful.

7 43. Defendants knowingly failed to pay to Plaintiff and the Class members for all
8 wages hours worked during all times alleged herein in violation of Labor Code § 1194, and all
9 applicable IWC Wage Orders.

10 44. Plaintiff and the Class members are owed wages in the form of minimum and
11 straight time wages for all hours worked, excluding overtime or double time wages.

12 45. During the statute of limitations period, Defendants failed to actually pay Plaintiff
13 and Class members minimum and straight time wages for all hours worked by requiring,
14 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,
15 rest breaks, but not compensating them for this time, and failing to include this time in all hours
16 worked, and other methods to be discovered.

17 46. Defendants' conduct described herein violates Labor Code §§ 1194, 1197, and all
18 applicable IWC Wage Orders and applicable sections. Based upon Defendants' failure to pay
19 minimum wages, Defendants further violated the provisions of Labor Code § 1194, and any and
20 all applicable IWC Wage Orders.

21 47. As a proximate result of the aforementioned violations, Plaintiff and other Class
22 members have been damaged in an amount according to proof at trial. Therefore, pursuant to
23 California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law, Plaintiff
24 and other Class members are entitled to recover the unpaid balance of wages owed to them by
25 Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

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1 **SIXTH CAUSE OF ACTION**

2 **Failure to Pay Timely Wages**

3 **[Cal. Lab. Code §§ 204, 210]**

4 ***(On Behalf of Plaintiff and the Class against Defendants)***

5 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 47.

7 49. California Labor Code § 204 provides that all wages earned by any person in any
8 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
9 wages due upon termination of an employee, are due and payable between the 16th and 26th day
10 of the month during which the labor was performed. California Labor Code § 204 further
11 provides that all wages earned by any person in any employment between the 16th and the last
12 day, inclusive, of any calendar month, other than those wages due upon termination of an
13 employee, are due and payable between the 1st and the 10th day of the following month.

14 California Labor Code § 204 further provides that all wages earned for labor in excess of the
15 normal work period shall be paid no later than the payday for the next regular payroll period.

16 50. During the statute of limitations period, Defendants, among other things, willfully
17 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
18 limited to, meal and rest break premiums, overtime and minimum wages, and payment for work
19 performed off-the-clock, within any time period permissible under Labor Code § 204.

20 51. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
21 Class members are entitled to all available statutory penalties, including but not limited to, civil
22 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, and other applicable
23 provisions under the California Labor Code and IWC Wage Orders, and an award of costs,
24 expenses, and reasonable attorneys' fees.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

3 **[Cal. Lab. Code §§ 201-203]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 51.

7 53. Pursuant to Cal. Lab. Code §§ 201, 202, and 203, Defendants are required to pay all
8 earned and unpaid wages to an employee who is discharged. Cal. Lab. Code § 201 mandates that if
9 an employer discharges an employee, the employee's wages accrued and unpaid at the time of
10 discharge are due and payable immediately.

11 54. Furthermore, pursuant to Cal. Lab. Code § 202, Defendants are required to pay all
12 accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his
13 or her employment, unless the employee provided seventy-two (72) hours previous notice of his or
14 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

15 55. Cal. Lab. Code § 203 provides that if an employer willfully fails to pay, in accordance
16 with Cal. Lab. Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
17 employer is liable for waiting time penalties in the form of continued compensation to the employee
18 at the same rate for up to thirty (30) workdays.

19 56. At all times relevant herein, Defendants have willfully failed to pay accrued wages
20 and other compensation to Plaintiff and Class member in accordance with Cal. Lab. Code §§ 201
21 and 202. Because Defendants have failed and continues to fail to properly compensate Plaintiff and
22 Class member for all hours worked when due, regular and overtime wages, and compensation for
23 non-compliant meal periods and rest breaks, Defendants have also willfully failed and continues to
24 fail to pay accrued wages and other compensation to Plaintiff and Class member in accordance with
25 Cal. Lab. Code §§ 201 and 202.

26 57. As a result, Plaintiff and Class members are entitled to all available statutory
27 penalties, including the waiting time penalties provided in Cal. Lab. Code § 203, together with
28 interest thereon, as well as other available remedies.

1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Lab. Code §§ 226, 1174; and All Applicable IWC Wage Order]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 58. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 57.

7 59. At all times relevant herein, as part of Defendants' illegal payroll policies and
8 practices to deprive Plaintiff and Class members of all wages earned and due, Defendants knowingly
9 and intentionally failed to maintain records as required under Cal. Lab. Code §§ 226, 1174, and all
10 applicable IWC Wage Order, including but not limited to, the following records: total daily hours
11 worked by each non-exempt employee; applicable rates of pay; all deductions; meal periods; time
12 records showing when each non-exempt employee begins and ends each workday; and accurate
13 itemized wage statements.

14 60. In addition, Defendants' wage statements violate Cal. Lab. Code § 226(a)(1), (2),
15 and (5) by failing to list meal period and rest break premium payments that were owed and due, as
16 required under California law. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972
17 ("failure to report premium pay for missed breaks can support monetary liability under section 226
18 for failure to supply an accurate itemized statement reflecting an employee's gross wages earned,
19 net wages earned, and credited hours worked.").

20 61. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
21 Class members have been damaged in an amount according to proof at trial, and are entitled to all
22 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled
23 to all available penalties, including but not limited to, penalties pursuant to Cal. Lab. Code §§ 226(e),
24 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
25 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

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1 **NINTH CAUSE OF ACTION**

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Lab. Code §§ 226; and All Applicable IWC Wage Order]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 62. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 61.

7 63. At all times relevant herein, Defendants routinely failed to provide Plaintiff and Class
8 members with timely, accurate, and itemized wage statements in writing showing each employee's
9 gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable
10 hourly rates in effect during each pay period and the corresponding number of hours worked at each
11 hourly rate, in violation of Cal. Lab. Code § 226, and all applicable IWC Wage Orders.

12 64. Defendants' pay stubs violate Cal. Lab. Code § 226 because Defendants failed to
13 provide Plaintiff and Class members with proper meal and rest breaks but failed to include in their
14 wage statements one (1) additional hour of compensation at their regular rates of pay for each non-
15 compliant meal or rest break. In addition, Defendants' rounds the hours worked by Plaintiff and
16 Class members in favor of Defendants resulting in Plaintiff and Class members not being paid all
17 of their straight time and overtime wages resulting in inaccurate wage statements.

18 65. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
19 Class members have been damaged in an amount according to proof at trial, and seek all wages
20 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
21 available penalties, including but not limited to penalties pursuant to Cal. Lab. Code §§ 226(e),
22 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
23 not limited to those provided in Cal. Lab. Code § 226(e), as well as other available remedies.

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1 **TENTH CAUSE OF ACTION**

2 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**

3 **[Cal. Lab. Code § 2802]**

4 ***(On Behalf of Plaintiff and the Class against all Defendants)***

5 66. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 65.

7 67. California Labor Code § 2802(a) requires an employer to indemnify an employee
8 for all necessary expenditures or losses incurred by the employee in direct consequence of the
9 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

10 68. During the statute of limitations period, Defendants knowingly and willfully failed
11 to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in direct
12 consequence of the discharge of their duties while working under the direction of Defendants,
13 including but not limited to, reimbursements for required tools, gloves, safety equipment, and the
14 usage of personnel cellular phones, all in violation of California Labor Code § 2802.

15 69. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
16 Class members have been damaged in an amount according to proof at trial, and seek
17 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor
18 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory
19 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided
20 in California Labor Code § 2802(c), as well as other available remedies.

21 **ELEVENTH CAUSE OF ACTION**

22 **Unfair and Unlawful Business Practices**

23 **[Cal. Bus. & Prof. Code § 17200, et. seq.]**

24 ***(On Behalf of Plaintiff and the Class against all Defendants)***

25 70. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 69.

1 71. Each and every one of Defendants' acts and omissions in violation of the California
2 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to,
3 Defendants failure to provide required meal periods and rest breaks, failure to properly pay regular
4 and overtime wages, requiring and/or condoning off-the-clock work, failure to pay all overtime and
5 straight time wages, failure to pay all wages due to discharged or quitting employees or to pay timely
6 wages, and failure to furnish accurate itemized wage statements or to maintain required records,
7 constitute an unfair and unlawful business practice under the UCL.

8 72. Defendants violations of California wage and hour laws constitute a business practice
9 because Defendants aforementioned acts and omissions were done repeatedly over a significant
10 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

11 73. Defendants has avoided payment of wages, overtime wages, the provision of meal
12 periods and rest breaks, and other benefits as required by the California Labor Code, the California
13 Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to
14 record, report, and pay the correct sums of assessment to the state authorities under the California
15 Labor Code and other applicable regulations.

16 74. As a result of these unfair and unlawful business practices, Defendants have reaped
17 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and
18 members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore
19 them to Plaintiff and Class members.

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

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1 **TWELFTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties**

3 **[Cal. Lab. Code §§ 2698-2699.5]**

4 ***(On Behalf of Plaintiff and Other Aggrieved Employees against all Defendants)***

5 76. Plaintiff incorporates herein by specific reference as though fully set forth the
6 allegations in paragraphs 1 through 75, with exception of the allegations in Paragraphs 14 through
7 17 (A) – (D).

8 77. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
9 § 2699(c), and is a proper representative to bring a civil action on behalf of himself, and other non-
10 exempt employees of Defendants who are California citizens, pursuant to the procedures specified
11 in California Labor Code § 2699.3, because Plaintiff was employed by Defendants and the alleged
12 violations of the California Labor Code were committed against Plaintiff.

13 78. As set forth fully in the above paragraphs incorporated herein, Defendants failed to
14 pay overtime wages, failed to provide the requisite meal periods, rest breaks, and recovery periods
15 (and any associated premium pay at the regular rate), failed to pay minimum wages, failed to
16 provide accurate wage statements, failure to pay all wages owed at the time of termination, failed
17 to maintain accurate employment records, and failed to indemnify the aggrieved employees for
18 reasonable business expenses in violation of California Labor Code sections 201, 202, 203, 226,
19 226.7, 510, 512, 558, 1174, 1194, 1197, 1198 and 2802.

20 79. In addition to the foregoing violations of the California Labor Code and IWC Wage
21 Order as set forth herein, Defendants failed to implement a workplace violation prevent policy at
22 Defendants warehouses and manufacturing facilities throughout the State of California. Pursuant
23 to California Labor Code §§6401.7 and 6401.9 required Defendants to develop and implement
24 workplace violence prevention plans in accordance with newly codified Labor Code section
25 6401.9, which sets out the requirements for the plan.

26 80. Starting July 1, 2024, Defendants were required to establish, implement, and
27 maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace
28 Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to discuss

1 and prevent workplace violence; and 4) maintain records relating to workplace violence which
2 includes, records of workplace violence hazard identifications, evaluations, and correction must be
3 created and maintained for a minimum of five years; training records must be created and
4 maintained;. incident logs; and records of workplace violence incident investigations under must
5 be maintained. Defendants knowingly and willfully failed to implement a Workplace Violence
6 Prevention Policy starting on or about July 1, 2024. Plaintiff and the other aggrieved employees
7 are entitled to recover penalties up to \$158,727 for Defendants “willful” violation. See, Labor
8 Code §§6401.7, 6401.9, 6428, and 6429.

9 81. Defendants further failed to implement an indoor health prevention policy at
10 Defendants warehouses and manufacturing facilities throughout the State of California. Pursuant
11 to California Labor Code §6721, Defendants were mandated to implement indoor heat prevention
12 standards as set forth in the recently amended §§ 3395 and 3396 of Title 8 of the California Code
13 of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat illness standard. In
14 particular, Labor Code §3396 required Defendants to establish, implement, and maintain an
15 effective Heat Illness Prevention Plan for indoor places of employment. The plan must be in
16 writing and include procedures for water provision, access to cool-down areas, temperature
17 measurement, emergency response, and acclimatization.

18 82. Defendants failed to establish, implement and maintain an effective Heat Illness
19 Prevention Plan for both indoor and outdoor places of employment for Plaintiff and the other
20 aggrieved employees.

21 83. Defendants’ failure to comply with Labor Code §6721 and the recently amended
22 Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of
23 substantial civil penalties. In particular, Labor Code §6428 provides that any employer which
24 violates any occupational safety or health standard shall be assessed a civil penalty of up to
25 \$25,000 for each serious violation. An employer in the State of California which fails to
26 implement an injury prevention program can be assessed heightened penalties of up to \$124,709.
27 See, Labor Code §6429.

84. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775, 1199, 2802, 6401.7, 6401.9, 6428, 6429, and all applicable IWC wage order penalties, from Defendants in a representative action for the violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 1774 and 2802. Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

85. Pursuant to California Labor Code §§ 2699.3, on January 30, 2025, Plaintiff gave written notice by certified mail to the California Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s notice letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations. Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated, respectfully prays for relief against Defendants and DOES 1 through 50, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of Defendants;
3. For meal and rest break compensation pursuant to California Labor Code § 226.7 and all applicable IWC Wage Orders and applicable sections;
4. For liquidated damages pursuant to California Labor Code § 1194.2;

- 1 5. For preliminary and permanent injunctive relief enjoining Defendants from
2 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
3 from engaging in the unlawful business practices complained of herein;
- 4 6. For waiting time penalties pursuant to California Labor Code § 203;
- 5 7. For statutory and civil penalties according to proof, including but not limited to all
6 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 558, 1174.5,
7 1197.1, and 2699;
- 8 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
9 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
10 provision providing for pre-judgment interest;
- 11 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
12 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other applicable
13 provisions providing for attorneys' fees and costs;
- 14 10. For declaratory relief;
- 15 11. For an order requiring and certifying the First through Eleven Causes of Action as a
16 class action;
- 17 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
18 Class counsel; and
- 19 13. For such further relief that the Court may deem just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
22 with respect to all issues triable of right by jury.

23 DATED: May 5, 2025

THE WHEELER LAW FIRM, APC

24
25 By: _____

Scott Ernest Wheeler
Justin A. Wheeler

Attorneys for Plaintiff and the Putative Class