

Julian Burns King (Bar No. 298617)
Julian@KingSiegel.com
Elliot J. Siegel (Bar No. 286798)
Elliot@KingSiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 201
Los Angeles, California 90014
tel: (213) 465-4802
fax: (213) 465-4803

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/22/2025 9:13 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Bardia A. Akhavan (Bar No. 316493)
Bardia@baalaw.com
AKHAVAN & ASSOCIATES
15760 Ventura Boulevard, Suite 1720
Encino, California 91436
tel: (855) 463-4733

Attorneys for Plaintiff and the Putative
Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

Rafael Mateo, individually and on behalf
of all similarly situated individuals,

Plaintiff,

v.

Calex Engineering, Inc., a California
corporation doing business as Calex
Engineering Co.; and **Does 1-100**;

Defendants.

CASE NO. 25STCV01812

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Wages;**
- 3) Failure to Provide Meal Periods or Premium Pay in Lieu Thereof;**
- 4) Failure to Provide Rest Periods or Premium Pay in Lieu Thereof;**
- 5) Failure to Reimburse Necessary Business Expenses;**
- 6) Failure to Provide and Maintain Accurate Records;**
- 7) Failure to Pay Wages When Due During Employment and at Separation;**
- 8) Violation of California's Unfair Competition Law**

Jury Trial Requested

1 Plaintiff Rafael Mateo (“Plaintiff”), on behalf of himself and all other similarly
2 situated current and former employees (“Class Members”), by and through his counsel of
3 record, alleges as follows against Calex Engineering, Inc. doing business as Calex
4 Engineering Co. (“Calex Engineering”) and DOES 1-100 (collectively with Calex
5 Engineering, “Defendants”):

6 **PARTIES**

7 1. Plaintiff Rafael Mateo is a resident of Los Angeles County, California. Plaintiff
8 was as an hourly, non-exempt employee of Defendants working as a dishwasher from
9 approximately September 2022 to January 6, 2024. Plaintiff Rafael Mateo was subject to
10 the policies and practices described in this Complaint at all times during his employment
11 with Defendants.

12 2. Defendant Calex Engineering, Inc. (“Calex Engineering”) is a California
13 corporation doing business as Calex Engineering Co. and is an full-service general
14 engineering contracting company, specializing in excavation, shoring, and deep
15 foundations. On information and belief, Calex Engineering has employed at least 150
16 hourly, non-exempt employees in a variety of capacities through the four years leading to
17 this Complaint within the state of California. Calex Engineering is a California stock
18 corporation with its principal place of business at 23651 Pine Street, Newhall, California
19 91321.

20 3. Plaintiff is not currently aware of the names and true identities of defendants
21 Does 1-100. Plaintiff reserves the right to amend this complaint to allege their true names
22 and capacities when this information is available. Each Doe defendant is responsible for
23 the damages alleged pursuant to each of the causes of action asserted, either through its
24 own conduct, or vicariously through the conduct of others. Further references in this
25 complaint to any named Defendants includes the fictitiously named defendants.

26 4. At all times alleged herein, each Defendant was an agent, servant, joint
27 employer, employee, partner, and/or joint venture of every other Defendant and was acting
28 within the scope of the Defendants’ relationship. Moreover, the conduct of every Defendant
was ratified by each Defendant.

VENUE AND JURISDICTION

5. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and Business & Professions Code. Because Defendants conduct substantial business in LOS ANGELES County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

6. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendant Calex Engineering's principal place of business is located in Newhall, California in the County of Los Angeles. A substantial amount of the unlawful acts alleged have directly affected Plaintiff, and similarly situated employees, in Los Angeles County, where Plaintiff was employed by Defendants and earned wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. At all times relevant to this Complaint, Defendant has implemented a uniform time clock “rounding” policy or practice that results in Class Members being consistently denied minimum wages and overtime compensation for all hours worked. Upon information and belief, rather than paying wages based on time actually worked, Defendant rounds each clock-in and clock-out to a predetermined interval or to an employee’s scheduled shift start and stop times, resulting in underpayment when, for example, an employee in a minute early or clocks out a minute late, or both. Upon information and belief, this rounding policy results in the systemic underpayment of employee wages over time and in the aggregate

8. As a matter of uniform and systemic policy, Defendant failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code section 226.7 based on several uniform policies and practices.

9. *First*, Defendant's rounding policy results in the provision of meal periods that are frequently less than 30 minutes; by rounding time, a meal period of less than 30

minutes is recorded in Stremick's time keeping system as 30 minutes, illegally depriving employees of a full meal period or premium pay in lieu thereof. *Donahue v. Amn Servs.*, 11 Cal.5th 58, 69 (Cal. 2021) ("Small rounding errors can amount to a significant infringement on an employee's right to a 30-minute meal period.").

10. *Second*, Defendants, in fact, interrupted Plaintiff and Class Members during their meal and rest periods to discuss work-related matters, instruct them on pending tasks, or require them to cut short their breaks to return to work, but did not allow them to clock back in, record this time as compensable time, or provide them with a compliant meal or rest period. Defendants also required Class Members to skip meal and rest breaks when workloads were high and/or when locations were understaffed.

11. In failing to authorize and/or permit timely and/or uninterrupted meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees. Defendants denied compensation in lieu of meal and rest periods, including premium wages owed, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal and rest periods.

12. Additionally, by requiring employees to work during their meal periods but preventing them from recording that time, Plaintiff and Class Members were forced to work off the clock and deprived of owed straight time wages. Additionally, as Class Members worked shifts of at least 8 hours, or weeks of at least 40 hours, or for days of work without one day's rest in seven, some of this time was required to be paid at overtime rates, but was not done so.

13. Finally, Plaintiff and Class Members were not reimbursed for necessary business expenditures, such as using their cellular phones and purchasing steel-toe boots, to discharge their duties.

14. Accordingly, Plaintiff brings this action on behalf of himself and as a class action on behalf of the following defined Class:

15. **Non-Exempt Employee Class:**

All non-exempt, hourly employees who worked at least one 3.5-hour shift for Defendants in the State of California from the period four years prior

1 *to the filing of the Action and the date of trial ("Class").*

2 16. Common methods of proof exist for determining these issues on a class-wide
3 basis, including but not limited to, Defendants' employment records, payroll records,
4 timesheets, policies, and disciplinary records.

5 17. **Numerosity.** Plaintiff is informed and believes that, during the class period,
6 at least 150 Class Members have been employed as non-exempt employees by Defendants
7 within the state of California. The number of Class Members is sufficiently numerous such
8 that joinder of all members is impossible or impracticable.

9 18. **Typicality.** Plaintiff's claims are typical of all Class Members. Like all other
10 Class Members, Plaintiff was subjected to the policies and practices set forth above.
11 Plaintiff's job duties were typical of Class Members in all relevant respects.

12 19. **Adequacy.** There are no material conflicts between the claims of the
13 representative Plaintiff and Class Members that would make class certification
14 inappropriate. Plaintiff understands his obligation to inform the Court of any relationship,
15 conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect
16 the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal
17 practices on behalf of all Class Members. Moreover, Plaintiff has retained competent
18 counsel experienced in both class action and employment litigation. Plaintiff's attorneys,
19 the proposed class counsel, are versed in the rules governing class action discovery,
20 certification, and settlement, and will vigorously assert the claims of all Class Members.
21 Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been,
22 are, and will be necessarily expended for the prosecution of this action for the substantial
23 benefit of each Class Member.

24 20. **Existence and Predominance of Common Issues.** Common questions
25 of law and fact exist as to all Class Members and predominate over issues affecting
26 individual Class Members, including, but not limited to:

- 27 a. Whether Defendants had a common policy and/or practice of rounding
28 non-exempt employees' time records to the detriment of those employees;
b. Whether Defendants unlawfully and/or willfully failed to compensate
Plaintiff and Class Members at a minimum wage for all hours worked as a

- 1 result of its rounding policies;
- 2 c. Whether Defendants unlawfully and/or willfully failed to compensate
- 3 Plaintiff and Class Members required overtime wages as a result of its
- 4 rounding policies;
- 5 d. Whether Defendants had a common policy and/or practice of requiring
- 6 Plaintiff and Class Members to remain under Defendants' control and
- 7 direction while off-the-clock;
- 8 e. Whether Defendants were required to pay Plaintiff and Class Members at
- 9 least minimum wages for all time spent under its control and direction;
- 10 f. Whether Defendants have a common policy and/or practice of failing to
- 11 accurately compensate non-exempt employees for all time worked;
- 12 g. Whether Defendants unlawfully required Plaintiff and Class Members to
- 13 remain under Defendants' control and direction while off-the-clock;
- 14 h. Whether Defendants unlawfully and/or willfully failed to compensate
- 15 Plaintiff and Class Members at a minimum wage for all hours worked;
- 16 i. Whether Defendants unlawfully and/or willfully failed to compensate
- 17 Plaintiff and Class Members required overtime wages;
- 18 j. Whether Defendants have a common policy and/or practice of depriving
- 19 Plaintiff and Class Members of compliant, off-duty meal and/or rest
- 20 periods;
- 21 k. Whether Defendants unlawfully required Plaintiff and Class Members to
- 22 remain under Defendants' control and direction while on meal and/or rest
- 23 periods;
- 24 l. Whether Defendants unlawfully and/or willfully deprived Plaintiff and
- 25 Class Members of compliant, off-duty meal and/or rest periods;
- 26 m. Whether Defendants paid Plaintiff and Class Members all required
- 27 premium wages for non-compliant meal and/or rest periods;
- 28 n. Whether Defendants have a common policy and/or practice of failing to
- o. Whether Defendants have a common policy and/or practice of failing to

- maintain accurate payroll records in the State of California;
- p. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;
- q. Whether Defendants have a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- r. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;
- s. Whether Defendants have a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210.
- t. Whether Defendants have a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;
- u. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;
- v. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;
- w. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law; and
- x. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by depriving them of meal and/or rest periods, failing to provide them with compensation in lieu of meal and/or rest periods, failing to pay all regular and overtime wages earned, failing to pay wages upon termination, failing to furnish accurate and timely itemized wage statements upon payment of wages, and failing to pay all compensation due upon discharge.

21. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff and Class Against Defendants)

22. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

23. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage less than the minimum wage as set by statute, commission, or by the general prevailing rate is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

24. Throughout the Class Period, Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of

1 twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a
2 workweek, and/or in excess of forty hours in a week, because all hours worked were not
3 recorded as compensable time as a direct consequence of Defendants' policies and practices
4 as set forth above.

5 25. Upon information and belief, Defendant engaged in other actions that
6 resulted in the underpayment of wages not currently known to Plaintiff.

7 26. Defendants' failure to pay Plaintiff and Class Members minimum wages for
8 all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
9 1198.

10 27. Pursuant to California Labor Code section 1194.2, Plaintiff and Class
11 Members are entitled to recover the amount of underpaid wages, plus liquidated damages
12 in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil
13 penalties, and reasonable attorney's fees and costs.

14 **SECOND CAUSE OF ACTION**

15 ***California Labor Code §§ 510 and 1198***

16 ***Failure to Pay Overtime Wages***

17 **(Plaintiff and Class Against Defendants)**

18 28. Plaintiff repeats and incorporates by reference all allegations contained in the
19 preceding paragraphs as if fully set forth herein.

20 29. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5
21 provide that it is unlawful to employ persons without compensating them at a rate of pay
22 either time-and-one-half or two-times that person's regular rate of pay, depending on the
23 number of hours worked by the person on a daily or weekly basis. Specifically, Industrial
24 Wage Order No. 5 provides that Defendants were required to pay Plaintiff and Class
25 Members working more than eight hours in a day or more than forty hours in a workweek,
26 at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day
27 or more than forty hours in a workweek.

28 30. Throughout the Class Period, Plaintiff and Class Members were not paid
overtime premiums for all of the hours they worked in excess of eight hours in a day, in
excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of

work in a workweek, and/or in excess of 40 hours in a week because all hours worked were not recorded as compensable time as a direct consequence of Defendants' policies and practices, including without limitation its meal and rest period policies and/or practices.

31. Because Plaintiff and Class Members worked shifts of more than eight hours a day or forty hours a week on the clock, some of this work qualified for overtime premium pay. Therefore, Plaintiff and Class Members were not paid overtime wages at the correct rate of pay for all of the overtime hours worked. Defendants knew or should have known that their policies and practices forced Plaintiff and Class Members to work in excess of eight hours per workday and/or 40 hours per workweek without being compensated for all hours worked.

32. Upon information and belief, Defendant engaged in other actions that resulted in the nonpayment of overtime wages not currently known to Plaintiff.

33. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees, and applicable civil penalties.

THIRD CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Meal Periods or Premium Pay in Lieu Thereof **(Plaintiff and Class Against Defendants)**

34. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

35. Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-104 (2012). An employee is also entitled to a second meal period for shifts in which the employee works in excess of ten hours.

36. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall

1 require an employee to work during any meal period mandated by an applicable order of
2 the IWC, including Industrial Wage Order No. 5. “An off-duty meal period, therefore, is one
3 in which the employee is relieved of all duty during the 30-minute meal period . . . an
4 employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute
5 period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior*
6 *Court*, 53 Cal. 4th 1004, 1035 (2012). The employee must also be “free to leave the
7 premises.” *Id.* at 1036.

8 37. Defendants failed to relieve Plaintiff and Class Members from all duty when
9 on their meal period by requiring Plaintiff and Class Members to remain on-call during
10 meal periods. Additionally, Defendants pressured or required Plaintiff and Class Members
11 to prioritize completing assigned work by working through their meal periods, skipping
12 them, taking shortened meal periods, or by interrupting their meal periods, or by taking
13 them late.

14 38. Numerous Class Members, including Plaintiff, were required to take late meal
15 periods, skip them, interrupt them, take shortened meal periods, or remain on duty due to
16 Defendants’ practices and policies.

17 39. Defendants did not pay Plaintiff and Class Members all meal period premium
18 wages when meal periods were missed, interrupted by work, and taken late, in violation of
19 Wage Order No. 5 and Labor Code sections 226.7 and 512(a).

20 40. Defendants’ conduct violates Wage Order No. 5 and Labor Code sections
21 512(a), 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of
22 pay at their regular rate of compensation for each workday that a compliant meal period
23 was not provided, and interest thereon, along with applicable civil penalties.

24 **FOURTH CAUSE OF ACTION**

25 ***California Labor Code §§ 226.7 and 1198***

26 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

27 **(Plaintiff and Class Against Defendants)**

28 41. Plaintiff repeats and incorporates by reference all allegations contained in the
preceding paragraphs as if fully set forth herein.

42. At all times relevant to this complaint, Defendants knew it was obligated to

1 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code
2 § 226.7.

3 43. Labor Code § 226.7 provides:

- 4 (a) No employer shall require any employee to work during any meal or rest
5 period mandated by an applicable order of the Industrial Welfare
6 Commission.
7 (b) If any employer fails to provide an employee a meal period or rest period in
8 accordance with an applicable order of the Industrial Welfare Commission,
9 the employer shall pay the employee one additional hour of pay at the
10 employee's regular rate of compensation for each work day that the meal or
11 rest period is not provided.

12 44. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require
13 an employee to work during any rest or meal period mandated by an applicable order of the
14 IWC, including Wage Order No. 5. Employers must authorize and permit employees to be
15 relieved of all duty during their rest and meal periods: "A rest period, in short, must be a
16 period of rest."¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

17 45. Defendants failed to relieve Plaintiff and Class Members from all duty when
18 on their rest period by requiring Plaintiff and Class Members to remain on-call throughout
19 rest periods. Additionally, Defendants pressured Plaintiff and Class Members to prioritize
20 completing assigned work by working through their rest periods, skipping them, or by
21 interrupting their rest periods.

22 46. On information and belief, Class Members, including Plaintiff, were required
23 to interrupt their breaks, skip their breaks, or remain on duty or on premises due to
24 Defendants' practices and policies.

25 47. As a direct and proximate result of Defendants' willful and unlawful conduct,
26 Plaintiff and Class Members have sustained damages, including lost compensation

27 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also*
28 Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available*
at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require
that I stay on the work premises during my rest period? A. No, your employer cannot
impose any restraints not inherent in the rest period requirement itself.").

1 resulting from missed or non-compliant rest periods, in an amount to be established at
2 trial.

3 48. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiff and Class
4 Members are entitled to recover from Defendants an additional hour of pay at their regular
5 rates of pay for each shift that a compliant rest period was not provided. Defendant was
6 aware that its actions were a violation of applicable law but consistently refused to pay
7 premium pay as required by law.

8 **FIFTH CAUSE OF ACTION**

9 ***California Labor Code § 2802***

10 ***Failure to Reimburse Necessary Business Expenses***

11 **(Plaintiff and Class Against Defendants)**

12 49. Plaintiff repeats and incorporates by reference every allegation in this
13 complaint as if fully set forth herein.

14 50. Labor Code section 2802 provides that “[a]n employer shall indemnify his or
15 his employee for all necessary expenditures or losses incurred by the employee in direct
16 consequence of the discharge of his or his duties, or of his or his obedience to the directions
17 of the employer.” Lab. Code § 2802.

18 51. Defendants failed to reimburse Plaintiff and Class Members for all business-
19 related expenses that were necessary to perform their job, including requiring Plaintiff and
20 the Class to use of their personal cell phones for Defendants’ business, as well as make work
21 related purchases of clothing and material without reimbursement. *See Cochran v.*
22 *Schwan’s Home Services, Inc.*, 228 Cal. App. 4th 1137 (2014).

23 52. By unlawfully failing to pay Plaintiff and Class Members, Defendants are
24 liable for the costs Plaintiff and Class Members incurred plus attorneys’ fees and costs. Lab.
25 Code § 2802.

26 **SIXTH CAUSE OF ACTION**

27 ***California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)***

28 ***Failure to Provide and Maintain Accurate Records***

(Plaintiff and Class Against Defendants)

53. Plaintiff repeats and incorporates by reference all allegations contained in the

preceding paragraphs as if fully set forth herein.

54. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) net wages earned; and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

55. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and rest periods and minimum and/or overtime wages for work-off-the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect Plaintiff's and Class Member's time worked, as well as premium, gross, and net wages earned.

56. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

57. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

58. Additionally, Defendants' actions in regard to Labor Code § 248.2(d)(2)(A) constitute violations of Labor Code sections 233 and 245, *et seq.* As a result, Plaintiff and the Class are accordingly entitled to all applicable civil penalties, and reasonable attorney's fees and costs in an amount subject to proof at trial. Lab. Code §§ 233 and 245, *et seq.*

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

2

3

4

5

6

7

8

9

10

11

therefor is commenced; but the wages shall not continue for more than 30 days.

63. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

64. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies upon its regularly scheduled paydays.

65. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled pay dates subjects Defendants to civil penalties in the amount of \$100 per employee per initial violation and \$200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

66. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

67. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

California Business and Professions Code §§ 17200, et seq.

Violation of California's Unfair Competition Law

(Plaintiff and Class Against Defendants)

68. Plaintiff repeats and incorporates by reference every allegation in this

complaint as if fully set forth herein.

69. Defendants are each a “person” as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

70. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code and IWC Wage Order No. 5 constitute an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq.*

71. Defendants’ failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants’ action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

72. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants’ willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

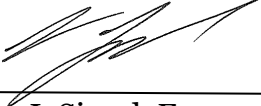
- A. For an Order:
 - a. Certifying the Class;
 - b. Appointing Plaintiff as representative of the Class;
 - c. Appointing Plaintiff’s counsel as Class Counsel;
- B. For actual and liquidated damages according to proof at trial;
- C. For statutory and civil penalties and special damages, according to proof at trial;
- D. For pre- and post-judgment interest on monetary damages;

- 1 E. For preliminary and permanent injunctive relief;
2 F. For reasonable attorney's fees and costs and expert fees and costs as allowed
3 by law; and
4 G. For such other relief as this Court deems just and proper.
5

6
7 Dated: January 22, 2025

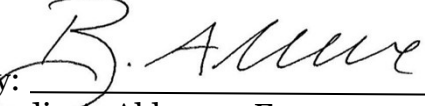
Respectfully submitted,

8 **KING & SIEGEL LLP**

9
10 By: 
11 Elliot J. Siegel, Esq.
12 Attorneys for Plaintiff and the Putative
13 Class

14 Dated: January 22, 2025

AKHAVAN & ASSOCIATES

15
16 By: 
17 Bardia A. Akhavan, Esq.
18 Attorneys for Plaintiff and the Putative
19 Class
20
21
22
23
24
25
26
27
28