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Clerk of the Superior Court

By M. Sepulveda ,Deputy Clerk

Attorneys for Plaintiff,

CESAR E. BALDERAMMA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

(UNLIMITED JURISDICTION)

CESAR E. BALDERAMMA, on behalf of
himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

JOB SOLUTIONS TX LLC; and DOES 1 to
25, inclusive,

Defendant(s).

Case No.: 25CU018649C

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204;
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, CESAR E. BALDERAMMA (hereafter “Plaintiff”), on behalf of himself and
2 all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Orders No. 7-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against JOB
7 SOLUTIONS TX LLC, and DOES 1 to 25, inclusive (collectively “JOB SOLUTIONS” or
8 “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements;

20 (H) Issue statements of sick leave available; and

21 (I) Timely pay wages during and upon termination of employment.

22 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
23 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

24 **II. THE PARTIES**

25 3. Plaintiff CESAR E. BALDERAMMA is a resident of California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11070 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. At all times mentioned herein, Defendant JOB SOLUTIONS TX LLC is and
2 was a Texas limited liability company, doing business in San Diego, California, and which
3 employed Plaintiff. As such, it is a citizen of California based on Plaintiff's information and
4 belief.

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

11 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
12 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
13 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
14 and scope of such agency or employment, and with the approval and ratification of each of the
15 other Defendants.

16 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
17 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
18 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
19 Members or otherwise complying with their rights in accordance with applicable California
20 labor laws as alleged herein.

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

25 **III. CLASS ALLEGATIONS**

26 9. This action has been brought and may be maintained as a class action pursuant
27 to California Code of Civil Procedure section 382 because there is a well-defined community
28 of interest among the persons who comprise the readily ascertainable class defined below and

1 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
2 as a class action.

3 10. **Class Definition:** The Class is defined as follows: All persons Defendants
4 employed in California as hourly, non-exempt employees, at any time during the period
5 beginning four years prior to the filing of this action and ending on the date that final judgment
6 is entered in this action (“Class” or “Class Members”).

7 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
8 the right to amend or modify the class definition with greater specificity, by further division
9 into subclasses and/or by limitation to particular issues.

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

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

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

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

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

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

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

28 F. Whether Defendants failed to provide the Class Members with paid sick

1 leave and/or statements of sick leave available;

2 G. Whether Defendants willfully failed to provide the class with timely
3 wages during and upon termination of employment;

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

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

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

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

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

21 17. **Superiority:** A class action is vastly superior to other available means for fair
22 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
23 the Court. Class action treatment will allow a number of similarly situated persons to
24 simultaneously and efficiently prosecute their common claims in a single forum without the
25 unnecessary duplication of effort and expense that numerous individual actions would entail.
26 In addition, the monetary amounts due to many individual Class Members are likely to be
27 relatively small and would thus make it difficult, if not impossible, for individual Class
28 Members to both seek and obtain relief. Moreover, a class action will serve an important

1 public interest by permitting Class Members to effectively pursue the recovery of monies
2 owed to them. Further, a class action will prevent the potential for inconsistent or
3 contradictory judgments inherent in individual litigation.

4 **IV. STATEMENT OF FACTS**

5 18. The Wage Order applies to “all persons employed in the mercantile industry
6 whether paid on a time, piece rate, commission, or other basis[.]” § 1. The Wage Order defines
7 “mercantile industry” to include:

8 “any industry, business, or establishment operated for the purpose of
9 purchasing, selling, or distributing goods or commodities at wholesale or retail;
or for the purpose of renting goods or commodities.” § 2(I).

10 At all relevant times during the applicable limitations period, JOB SOLUTIONS employed
11 Plaintiff and the other Class Members as laborers and similar occupations involving
12 distribution of goods. Accordingly, Plaintiff and the Class Members are entitled to the
13 protections afforded by the Wage Order.

14 19. JOB SOLUTIONS began to employ Plaintiff as a laborer in or around
15 September 2024 to work at Grupo Traxion located at 7520 Airway Road, Suite B, San Diego,
16 CA 92154. Plaintiff’s job tasks include scanning packages and unloading trucks, among
17 others. Plaintiff’s employment ended on or around March 13, 2025.

18 20. At all relevant times, JOB SOLUTIONS issued wages to Plaintiff and all of the
19 other Class Members on a weekly basis and paid them by the hour. At all relevant times, JOB
20 SOLUTIONS classified Plaintiff and all of the other Class Members as non-exempt employees
21 entitled to the protections of the Labor Code and the Wage Order. Plaintiff generally works six
22 days a week, Monday through Saturday, from approximately 1:00am to 6:00 a.m.(up to 9:00
23 a.m.). Plaintiff’s latest rate of pay was approximately \$16.85 per hour.

24 21. JOB SOLUTIONS failed to pay Plaintiff and other Class Members for all time
25 worked or subject to its control. This is so because JOB SOLUTIONS would
26 disproportionately round down the number of hours worked, resulting in “time shaving” and
27 further resulting in Class Members not being paid for all hours worked. Moreover, JOB
28 SOLUTIONS management on site, including Julio Puga and Zeder, would often instruct

1 Plaintiff and the other Class Members to continue working after clocking out at the end of
2 their shifts to organize items or assist with unloading trucks. Such off-the-clock work would
3 take approximately 15-20 minutes each time. Furthermore, and to the extent that Plaintiff and
4 others worked through their meal periods while “off the clock”, they were not compensated for
5 all hours worked, which would be akin to a minimum wage violation. “Off the clock” work
6 also included Plaintiff receiving text message on his personal cell phone from his managers,
7 Julio Puga and Zeder, outside of his regular work hours to discuss work-related issues,
8 including coverage and production.

9 22. Due to the above “off the clock” violations, JOB SOLUTIONS failed to pay
10 Plaintiff and the Class Members properly-calculated overtime wages. The Class Members’
11 actual work hours, which included the “off the clock” work as described above, entitled them
12 to overtime, however, it was not company policy to keep accurate track of all hours worked
13 and to pay employees the accurate amount of overtime, especially since the “off the clock”
14 work was not factored into the equation. Furthermore, any incentive payments and/or bonus
15 payments were not factored into employees’ regular rate of pay for purposes of deciphering
16 the correct overtime rate of pay. In addition, any bonus and/or incentive payments were not
17 factored into the correct meal and rest break premium pay per *Ferra v. Loews Hollywood*
18 *Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

19 23. JOB SOLUTIONS failed to provide all compliant meal periods and authorize
20 and permit all compliant rest periods to which Plaintiff and the other Class Members were
21 entitled. Plaintiff and other Class Members were entitled to take off-duty, uninterrupted 30-
22 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-
23 minute rest periods for every four hours or major fraction thereof worked. Plaintiff and the
24 Class Members would only receive one 15-minute rest break regardless of the amount of hours
25 they worked during their work shift. Moreover, Plaintiff and the Class Members did not
26 always receive timely and uninterrupted meal periods. During his employment, Plaintiff rarely
27 took his meal periods. Management, including Julio Puga and Zeder, would inform Plaintiff
28 that there is no time to have his meal break. When Plaintiff and other Class Members would be

1 clocked out for a meal period or would be on their rest breaks, other JOB SOLUTIONS
2 management would interrupt them with questions about work related matters. On information
3 and belief, JOB SOLUTIONS did not provide premium wages for these meal and rest break
4 violations; if JOB SOLUTIONS did provide premium wages, they were not paid at the correct
5 rate, as explained above.

6 24. JOB SOLUTIONS failed to reimburse Plaintiff and the other Class Members
7 for business expenses they incurred in direct consequence of the discharge of their duties.
8 During his employment, Plaintiff purchased gloves and a vest, among others, to perform his
9 work. JOB SOLUTIONS required Plaintiff and the other Class Members to use their own
10 personal cell phones to communicate with management concerning work matters. JOB
11 SOLUTIONS management sent daily text messages to Plaintiff regarding scheduling and work
12 related matters. JOB SOLUTIONS did not provide Plaintiff and the Class Members with a
13 mobile phone and did not reimburse Plaintiff or the other employees for their mobile phone
14 expenses. Accordingly, JOB SOLUTIONS was in violation of California Labor Code sections
15 2800 and 2802.

16 25. JOB SOLUTIONS failed to pay its employees all wages due to them within any
17 time period specified by California Labor Code section 204, including the minimum wages
18 and overtime as described above as well as meal/rest break premiums. JOB SOLUTIONS did
19 not provide Plaintiff and other Class Members accurate, itemized wage statements. Wage
20 statements must include, among other things, total hours worked by the employee. Labor Code
21 § 226(a)(2). JOB SOLUTIONS issued wage statements that inaccurately reflected total hours
22 worked, gross and net wages earned, and the number of hours worked at each hourly rate
23 because of JOB SOLUTIONS's failure to properly pay wages as explained herein. Labor Code
24 §§ 226(a)(1), (2), (5), (9). JOB SOLUTIONS' failure to maintain accurate records as to the
25 hours worked daily by employees also constitutes a violation of Labor Code section 1174(d).

26 26. Finally, because JOB SOLUTIONS did not properly pay all wages earned as
27 explained herein, JOB SOLUTIONS also failed to pay final wages owed to Plaintiff and other
28 Class Members in violation of Labor Code section 203. These earned but unpaid wages

1 include minimum wages and compensation for all hours worked, overtime compensation,
2 premium pay for missed meal and rest breaks, and business expense reimbursement, among
3 others.

4 27. JOB SOLUTIONS failed to provide paid sick leave to Plaintiff and all of the
5 other Class Members. JOB SOLUTIONS failed to provide Plaintiff and all of the other Class
6 Members with statements of sick leave available, or paid time off in lieu of sick leave.

7 28. JOB SOLUTIONS has also violated Labor Code section 558 and engaged in
8 business practices which violate Business and Professions Code Section 17200.

9 29. In addition, JOB SOLUTIONS failed to provide Plaintiff and all of the other
10 Class Members with an adequate number of suitable seats and toilet facilities. On information
11 and belief, there were no restrooms and Plaintiff and the others had to walk to the nearest gas
12 station in order to use the bathroom or had to go in their cars.

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

- 15 A. Not provided with all off duty meal periods;
- 16 B. Not authorized and permitted to take all rest break periods;
- 17 C. Not paid one hour's pay for each workday in which Defendants failed to
18 authorize and permit them to take one or more timely rest periods;
- 19 D. Not paid one hour's pay for each workday in which Defendants failed to
20 provide them with one or more timely meal periods;
- 21 E. Not paid all wages earned, including, but not limited to, minimum,
22 regular, overtime, and doubletime wages for work performed while clocked out;
- 23 F. Not indemnified for all necessary business expenditures incurred during
24 the discharge of their duties;
- 25 G. Not provided with accurate and complete wage statements;
- 26 H. Not provided with statements of sick leave available; and
- 27 I. Not timely paid all earned and unpaid wages at the time their
28 employment ended.

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

3 **AT THE CORRECT RATES OF PAY**

4 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

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

7 32. At all relevant times, Plaintiff and the Class Members have been employees of
8 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
9 1197, and 1198, and the Wage Order.

10 33. Section 2(H) of the Wage Order defines “hours worked” as “the time during
11 which an employee is subject to the control of an employer, and includes all the time the
12 employee is suffered or permitted to work, whether or not required to do so.”

13 34. Section 3 of the Wage Order states:

14 (A) Daily Overtime - General Provisions

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

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

(b) Double the employee’s regular rate of pay for

all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

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

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

36. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

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

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

40. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 41. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 42. As described above, at all relevant times during the applicable limitations
11 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages for all
13 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **A. FAILURE TO PROVIDE SICK LEAVE**

20 44. Labor Code section 233 states
21 Any employer who provides sick leave for employees shall permit an employee
22 to use in any calendar year the employee’s accrued and available sick leave
23 entitlement, in an amount not less than the sick leave that would be accrued
during six months at the employee’s then current rate of entitlement, for the
reasons specified in subdivision (a) of Section 246.5.

24 45. Labor Code section 246(a)(1) states
25 An employee who, on or after July 1, 2015, works in California for the same
26 employer for 30 or more days within a year from the commencement of
employment is entitled to paid sick days as specified in this section.

27 46. Labor Code section 246.5 states
28 (a) Upon the oral or written request of an employee, an employer
shall provide paid sick days for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

(c) (1) An employer shall not deny an employee the right to use accrued sick days ...

47. The Defendants failed to provide Plaintiff and the Class Members with paid sick leave.

48. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to pay Plaintiff and the other Class Members sick leave as required by California law.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST BREAKS

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

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

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

51. In relevant part, Labor Code § 1198 states,
"The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

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

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for

employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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

53. In addition, Labor Code Section 226.7 states

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

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

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

55. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

56. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and the other Class Members to take timely rest periods.

57. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or

1 major fraction thereof. Defendants did not seek an exemption from the rest period protections
2 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
3 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
4 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
5 major fraction thereof.

6 58. Plaintiff is informed and believes and thereon alleges that, at all relevant times
7 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
8 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
9 Members to take all rest breaks required by California law.

10 59. Defendants failed to provide Plaintiff with all required rest breaks in
11 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
12 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
13 lack of a policy which resulted in Defendants not providing the Class Members with all rest
14 breaks required by California law.

15 60. Defendants failed to pay Plaintiff the additional wages required by California
16 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
17 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
18 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
19 providing the Class Members with additional wages for all rest breaks not provided to them as
20 required by California Labor Code § 226.7.

21 61. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
22 have suffered damages in amounts subject to proof to the extent they were not paid additional
23 wages owed for all rest breaks not provided to them.

24 62. By reason of the above, Plaintiff and the Class Members are entitled to
25 premium wages for workdays in which one or more rest breaks were not provided to them
26 pursuant to California Labor Code § 226.7.

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employee's regular rate of compensation for each workday that the meal period is not provided.

68. In relevant part, California Labor Code § 226.7 states:

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

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

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

70. As described above, Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

71. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing the and the Class Members with all timely and off-duty meal periods required by California law.

72. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional

1 wages owed for all meal periods not provided to them.

2 73. By reason of the above, Plaintiff and the Class Members are entitled to
3 premium wages for workdays in which one or more meal periods were not provided to them
4 pursuant to California Labor Code § 226.7.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO INDEMNIFY**

7 **(Lab. Code §§ 1198 & 2802)**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 74. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

10 75. At all relevant times, Plaintiff and the Class Members were employees of
11 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
12 and 2802, and the Wage Order.

13 76. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
14 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
15 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

16 (A) When uniforms are required by the employer to be worn by the employee as
17 a condition of employment, such uniforms shall be provided and maintained by
18 the employer.

19 ...

20 (B) When tools or equipment are required by the employer or are necessary to
21 the performance of a job, such tools and equipment shall be provided and
22 maintained by the employer, except that an employee whose wages are at least
23 two (2) times the minimum wage provided herein may be required to provide
24 and maintain hand tools and equipment customarily required by the particular
25 trade or craft in conformity with Labor Code Section 2802.

26 Wage Order, § 9(A) and (B).

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

78. As described above, at all relevant times, Defendants required Plaintiff and the
Class Members to incur certain business expenses in the course of performing their duties,
including but not limited to, use of their own personal mobile phones. However, Defendants did

1 not provide these items and did not reimburse Plaintiff and the Class Members for these
2 business expenses.

3 79. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
4 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
5 Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses
6 they incurred during the course of performing their duties.

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

10 **FIFTH CAUSE OF ACTION**

11 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(California Labor Code Section 226)**

13 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

14 81. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

15 82. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
16 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
17 itemized statement showing:

18 A. Gross wages earned;

19 B. Total hours worked by the employee, except for any employee whose
20 compensation is solely based on a salary and who is exempt from payment of overtime under
21 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

22 C. The number of piece rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis;

24 D. All deductions, provided that all deductions made on written orders of the
25 Employee may be aggregated and shown as one item;

26 E. Net wages earned;

27 F. The inclusive dates of the period for which the employee is paid;

28

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

5 H. The name and address of the legal entity that is the employer; and

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

8 83. Pursuant to California Labor Code § 226, an employee is deemed to suffer
9 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
10 suffer injury if the employer fails to provide accurate and complete information as required by
11 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
12 from the wage statement alone one or more of the following:

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

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

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

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

24 E. The number of piece-rate units earned and the piece rate.

25 84. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
26 means a reasonable person would be able to readily ascertain the information without
27 reference to other documents or information.

28 85. As alleged herein, at all relevant times during the applicable limitations period,

1 Defendants violated California Labor Code section 226 because they did not properly and
2 accurately itemize each employee's gross wages earned, net wages earned, the total hours
3 worked, the corresponding number of hours worked at each rate by the employee and other
4 requirements of California Labor Code section 226. Defendants failed to state in the wage
5 statements they issued to Plaintiff and the other Class Members all their hours worked and
6 wages earned, including, but not limited to, regular and overtime wages for work they
7 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
8 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
9 employee's wages, or separately if wages are paid by personal check or cash, statements to
10 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
11 earned, all regular wages earned, all meal period premium wages earned, all rest break
12 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
13 worked at each rate of pay.

14 86. Defendants' failure to provide Plaintiff and the other Class Members with
15 accurate wage statements was knowing and intentional. Defendants had the ability to provide
16 Plaintiff and the other Class Members with accurate wage statements but intentionally
17 provided wage statements that Defendants knew were not accurate.

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

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

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES OWED EVERY PAY PERIOD

(Lab. Code §§ 204)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

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

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

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

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

93. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendant's records.

94. Under this cause of action, Plaintiff prays for penalties on behalf of himself and Class Members due under the statutes alleged along with any allowable interest, penalties,

1 attorney's fees, and costs according to proof at trial.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

4 **(California Labor Code Sections 201-203)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 96. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class have been employees of Defendants and entitled to the benefits and protections of
9 California Labor Code §§ 201–203, and the Wage Order.

10 97. Labor Code § 201 provides that all earned and unpaid wages of an employee
11 who is discharged are due and payable immediately at the time of discharge.

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

16 99. Labor Code § 203 provides that the wages of an employee continue on a daily
17 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
18 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

19 100. The Defendants failed to pay Plaintiff and all of the other Class Members
20 whose employment ended all of the earned but unpaid wages described above by the
21 conclusion of their employment with Defendants, including minimum wages, regular wages,
22 overtime wages, unprovided meal period premium wages, and unprovided rest break premium
23 wages. Additionally, the Defendants failed to issue to Plaintiff and all of the other Class
24 members whose employment ended their final paychecks within the required time periods.

25 101. By failing to pay such earned wages to Plaintiff and the Class Members,
26 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
27 § 201 or § 202.

28 102. Plaintiff is informed and believes that Defendants' failures to timely pay

1 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
2 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
3 practices that violate the requirements of the Labor Code and the Wage Order, even though at
4 all relevant times, they have had the ability to comply with those legal requirements.

5 103. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
6 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
7 penalties for each Class Member.

8 **EIGHTH CAUSE OF ACTION**

9 **CIVIL PENALTIES**

10 **(Lab. Code §§ 2698, *et seq.*)**

11 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

12 104. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 105. The “Aggrieved Employees” are all members of the Class defined above who
14 Defendants employed during the period beginning January 21, 2024 and ending on the date
15 that final judgment is entered in this action.

16 106. Labor Code section 1174, which also pertains to recordkeeping, states:

17 Every person employing labor in this state shall

18 ...

19 (c) Keep a record showing the names and addresses of all employees employed
and the ages of all minors.

20 (d) Keep, at a central location in the state or at the plants or establishments at
21 which employees are employed, payroll records showing the hours worked
22 daily by and the wages paid to, and the number of piece-rate units earned by
23 and any applicable piece rate paid to, employees employed at the respective
24 plants or establishments. These records shall be kept in accordance with rules
25 established for this purpose by the commission, but in any case shall be kept on
file for not less than three years. An employer shall not prohibit an employee
from maintaining a personal record of hours worked, or, if paid on a piece-rate
basis, piece-rate units earned.

26 107. Defendants failed to compensate Plaintiff and all of the other Aggrieved
27 Employees for all hours worked at the correct rates of pay, including all minimum wages
28 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all

1 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
2 net wages earned, and related compensation. As a result, Defendants have failed to accurately
3 maintain all records required by section 1174 and the Wage Order, including but not limited to
4 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
5 applicable hourly rates during each payroll period.

6 108. Labor Code § 246(i) states,

7 An employer shall provide an employee with written notice that sets forth the
8 amount of paid sick leave available, or paid time off leave an employer
9 provides in lieu of sick leave, for use on either the employee's itemized wage
statement described in Section 226 or in a separate writing provided on the
designated pay date with the employee's payment of wages.

10 109. Defendants failed to provide Plaintiff and all of the other Aggrieved Employees
11 with an itemized wage statement or separate writing that set forth the amount of paid sick
12 leave available.

13 110. During the applicable time period, Defendants violated California Labor Code
14 §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1102.5, 1174,
15 1194, 1197, 1198, and 2802.

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

19 112. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
20 Members are entitled to recover civil penalties for each of the Defendants' violations of
21 California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
22 558.1, 1102.5, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
23 following amounts:

24 A. For violations of California Labor Code § 204, one hundred dollars
25 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
26 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
27 established by California Labor Code § 210).

28 B. For violations of California Labor Code § 226(a), two hundred fifty

1 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
2 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
3 established by California Labor Code § 226.3).

4 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
5 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
6 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
7 established by California Labor Code § 558).

8 D. For violations of California Labor Code § 1174, five hundred dollars
9 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
10 California Labor Code § 1174.5).

11 E. For violations of California Labor Code § 1197, one hundred dollars
12 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
13 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
14 per pay period (regardless of whether the initial violations were intentionally committed)
15 (penalty amounts established by California Labor Code § 1197.1).

16 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
17 246, 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee
18 per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
19 Employee per pay period for each subsequent violation (penalty amounts established by
20 California Labor Code § 2699(f)(2)).

21 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually
22 is entitled to recover civil penalties for each of the Defendants' violations of California Labor
23 Code §§ 98.6 and 1102.5 during the applicable limitations period in the following amounts:

24 1) For violations of California Labor Code § 98.6, an amount not to exceed
25 \$10,000 for each violation by Defendants of California Labor Code §
26 98.6(a), as well as attorney's fees and costs under Labor Code § 2699(g)
(penalty amounts established by California Labor Code § 98.6(b)(3)).

27 2) For violations of California Labor Code § 1102.5, an amount not to
28 exceed \$10,000 for each violation by Defendants of California Labor Code §
1102.5(c), as well as attorney's fees and costs under Labor Code § 2699(g)
(penalty amounts established by California Labor Code § 1102.5(f)).

1 113. Plaintiff has complied with the procedures for bringing suit specified in
2 California Labor Code § 2699.3. By letter dated January 21, 2025, Plaintiff filed written notice
3 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
4 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
5 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
6 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
7 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
8 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
9 not intend to investigate these allegations.

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

13 **NINTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

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

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

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

18 116. At all relevant times during the applicable limitations period, Plaintiff and the
19 Class Members have been employees of Defendants and entitled to the benefits and
20 protections of the Business and Professions Code §§ 17200, *et seq.*

21 117. The unlawful conduct of Defendants alleged herein amounts to and constitutes
22 unfair competition within the meaning of California Business & Professions Code §§ 17200,
23 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
24 unfairly gained a competitive advantage over other comparable companies doing business in
25 California that comply with their legal obligations to compensate employees for all earned
26 wages.

27 118. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and
28 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the

1 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
2 meal period premium wages, missed rest period premium wages, mobile phone and other
3 expenses, and comparable money and property.

4 119. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
5 Class Members are entitled to restitution of all monies rightfully belonging to them that
6 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
7 business practices.

8 120. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
9 connection with their unfair competition claims pursuant to California Code of Civil
10 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

11 **V. PRAYER FOR RELIEF**

12 121. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
13 for relief and judgment against Defendants as follows:

14 A. An order that the action be certified as a class action with respect to
15 Plaintiff's claims for violations of California law;

16 B. An order that Plaintiff be appointed class representative;

17 C. An order that counsel for Plaintiff be appointed class counsel;

18 D. Unpaid wages, including minimum, regular, overtime, double-time, split
19 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
20 time, and reporting time wages;

21 E. Liquidated damages;

22 F. Statutory penalties, including waiting time penalties;

23 G. Civil penalties;

24 H. Restitution;

25 I. Declaratory relief;

26 J. Actual damages;

27 K. Pre-judgment interest;

28 L. Costs of suit;

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- M. Reasonable attorneys’ fees; and
- N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: April 8, 2025

MM LAW, APC
By Maralle Messrelia
Maralle Messrelia, Esq.
Attorneys for Plaintiff,
CESAR E. BALDERAMMA, and all
others similarly situated