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ISRAEL NUNEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO**

ISRAEL NUNEZ, an individual, and in a
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

EPS, INC. dba EXPRESS PLUMBING &
SEWER SERVICE, a California corporation,
and DOES 1-15

Defendants.

Case No. 25-CIV-02264

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF ISRAEL NUNEZ ("PLAINTIFF"), an individual, on behalf of himself and in a representative capacity on behalf of the State of California and other AGGRIEVED EMPLOYEES, defined below, against DEFENDANT EPS, INC. dba EXPRESS PLUMBING & SEWER SERVICE, a California corporation and DOES 1-15 ("Defendant DOES") (collectively "DEFENDANTS"), alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf of himself, the State of California and pursuant to the Private Attorneys General Act of 2004,

Electronically
FILED
by Superior Court of California, County of San Mateo
ON 3/28/2025
By /s/ Kimberly Claussen
Deputy Clerk

1 California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former
2 AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage
3 and hour violations under the California Labor Code.

4 2. Plaintiff seeks recovery of all individual damages in addition to all civil penalties
5 permitted pursuant to California Labor Code § 2699, *et seq.*

6 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
7 decreased their employment-related costs by systematically violating IWC Wage Orders and
8 California wage and hour laws including, *inter alia*:

- 9 a. Failure to provide rest periods;
- 10 b. Failure to provide meal periods;
- 11 c. Failure to pay minimum wages;
- 12 d. Failure to pay overtime wages;
- 13 e. Failure to pay all wages;
- 14 f. Failure to reimburse for required business expenses;
- 15 g. Failure to maintain accurate payroll records;
- 16 h. Failure to provide accurate itemized wage statements; and
- 17 i. Failure to timely pay wages upon termination of employment.

18 4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of
19 himself and all other AGGRIEVED EMPLOYEES, defined below, of DEFENDANTS in
20 California, seeking all civil penalties permitted pursuant to California Labor Code § 2699, *et seq.*

21 5. PLAINTIFF reserves the right to name additional representatives throughout the
22 State of California.

23 **II. PARTIES**

24 6. PLAINTIFF ISRAEL NUNEZ (“PLAINTIFF”), an individual, has resided, and at
25 all times mentioned in this Complaint, continues to reside in Santa Clara County.

26 7. DEFENDANT EPS, INC. dba EXPRESS PLUMBING & SEWER SERVICE, a
27 California corporation, registered with the California Secretary of State as Entity No. 2176391, that
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1 at all relevant times mentioned herein conducted and continues to conduct substantial and regular
2 business throughout California, including the San Francisco Bay Area.

3 8. DEFENDANT DOES 1-15 (“Defendant DOES”) are persons and/or entities that at
4 all relevant times mentioned herein conducted and continue to conduct substantial and regular
5 business throughout California.

6 9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
7 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
8 associate, or otherwise of DEFENDANTS DOES 1 through 15, inclusive, are presently unknown to
9 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
10 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
11 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
12 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
13 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
14 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 10. DEFENDANT is a division of EPS INC. and own, operate, and/or manage a
17 plumbing and engineering company providing residential, commercial, and municipal services
18 throughout the country, including the greater San Francisco Bay Area.

19 11. DEFENDANTS employed PLAINTIFF between approximately the Spring of 2022
20 and August 2024 as a Plumber paid on an hourly basis. At all times, DEFENDANTS paid
21 PLAINTIFF as an hourly, non-exempt employee.

22 **III. PRIVATE ATTORNEYS GENERAL ACT**

23 12. PLAINTIFF brings the representative action on behalf of the State of California and
24 on behalf of all hourly, non-exempt individuals who are or previously were employed by
25 DEFENDANTS in California who suffered one or more Labor Code violations enumerated in Labor
26 Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) and who worked for
27 DEFENDANTS between January 15, 2024, and the present (“PAGA PERIOD”).
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1 13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
2 § 2699(c) because he was employed by DEFENDANTS and suffered each of alleged Labor Code
3 violations committed by DEFENDANTS.

4 14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
5 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
6 and the applicable Industrial Welfare Commission Wage Order.

7 15. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
8 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
9 2699(a).)

10 16. Section 558 of the California Labor Code provides that “any employer *or other*
11 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
12 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
13 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

14 17. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
15 acting either individually or as an officer, agent, or employee of another person, who pays or causes
16 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
17 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

18 18. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
19 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
20 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
21 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
22 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
23 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
24 Cal.App.4th 1112, 1145-1146.

25 19. Section 558.1 of the California Labor Code provides that “any employer *or other*
26 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
27 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
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Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b) identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or managing agent” of the employer. (*Lab. Code* § 558.1(b).)

20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately caused the complaints, injuries, and damages alleged herein.

21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and each of them, are subject to liability for their failure to pay PLAINTIFF and other AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately caused the complaints, injuries, and damages alleged herein.

22. DEFENDANTS have been personally involved in the purported violations and/or had sufficient participation in the employer, such that DEFENDANTS may be deemed to have contributed to, and “caused” the labor code violations alleged.

23. At all relevant times, each DEFENDANT, whether named or fictitious, was the agent, employee or other person acting on behalf of each other DEFENDANTS, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of the other.

24. Each DEFENDANT, whether named or fictitious, exercised control over PLAINTIFF’S and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working conditions.

25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

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1 **IV. JURISDICTION AND VENUE**

2 26. This Court has jurisdiction over this Action pursuant to the California Code of Civil
3 Procedure, Section 410.10.

4 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
5 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
6 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
7 this County, and (ii) committed the wrongful conduct herein alleged in this County against
8 PLAINTIFF.

9 **V. FACTUAL ALLEGATIONS**

10 **A. Rest Period Violations**

11 28. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
12 work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of
13 DEFENDANTS' policies and practices.

14 29. Further, for the same reasons PLAINTIFF and other AGGRIEVED EMPLOYEES
15 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
16 (2) to four (4) hours, these same employees were denied a first and second rest period of at least ten
17 (10) minutes for some shifts worked of between six (6) and eight (8) hours.

18 30. Specifically, from time to time, DEFENDANTS' Managers and Project Foremen
19 discouraged PLAINTIFF and other AGGRIEVED EMPLOYEES from taking their rest periods.
20 When PLAINTIFF and other AGGRIEVED EMPLOYEES attempted to take their rest periods,
21 DEFENDANTS' Project Foremen discouraged PLAINTIFF and the AGGRIEVED EMPLOYEES
22 from taking the breaks and directed these employees to continue working. DEFENDANTS' Project
23 Foremen made comments to PLAINTIFF and the other AGGRIEVED EMPLOYEES about not
24 working as hard as an employee who wasn't taking a break, or would tell these employees they are
25 almost done with the project or a specific task.

26 31. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
27 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
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1 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

2 32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
3 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
4 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
5 employee's regular rate of compensation for each workday the rest period is not provided.

6 33. From time-to-time during PLAINTIFF'S employment and the PAGA Period,
7 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest
8 periods without paying them in accordance with Industrial Wage Orders. As a result, PLAINTIFF
9 and other AGGRIEVED EMPLOYEES forfeited their regular wages by working without
10 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
11 a uniform policy to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES the rest premiums
12 owed.

13 B. Meal Period Violations

14 34. DEFENDANTS' Managers and Project Foremen required PLAINTIFF and other
15 AGGRIEVED EMPLOYEES to work during and/or truncate the meal periods during what is
16 scheduled to be PLAINTIFF'S and other AGGRIEVED EMPLOYEES' off-duty meal break.

17 35. Despite DEFENDANTS scheduling a one-hour meal period, from time to time,
18 DEFENDANTS' foremen discouraged PLAINTIFF and the other AGGRIEVED EMPLOYEES
19 from taking this scheduled meal period. DEFENDANTS' foremen told PLAINTIFF and the other
20 AGGRIEVED EMPLOYEES that they needed to speed it up and finish a project and put pressure
21 on these employees to skip and/or truncate their meal period. Most commonly, DEFENDANTS'
22 Foremen provided only a 30-minute meal period for PLAINTIFF and the other AGGRIEVED
23 EMPLOYEES. On other occasions, when PLAINTIFF and other AGGRIEVED EMPLOYEES
24 attempted to take their full one-hour meal period, DEFENDANTS' foremen made comments to
25 these employees insinuating that they are lazy or not hard workers. This was particularly true when
26 a deadline for a project was nearing. DEFENDANTS did not maintain a policy or practice requiring
27 PLAINTIFF and other AGGRIEVED EMPLOYEES to clock in and out for their meal periods so
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1 PLAINTIFF is unsure how these shorten, postponed, and truncated meal periods were recorded.

2 36. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
3 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other
4 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
5 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
6 employee's regular rate of compensation.

7 37. As a result of DEFENDANTS practices, PLANITIFF and other AGGRIEVED
8 EMPLOYEES forfeited their meal periods without compensation at the applicable wage and rates.
9 DEFENDANTS had, and may continue to practice, a uniform policy to not pay PLANITIFF and
10 other AGGRIEVED EMPLOYEES meal premiums.

11 38. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work
12 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a
13 meal break. On these occasions, PLAINTIFF and other AGGRIEVED EMPLOYEES worked in
14 excess of six (6) hours. The nature of the work performed by PLAINTIFF and the AGGRIEVED
15 EMPLOYEES does not qualify for limited and narrowly construed "on-duty" meal period
16 exception. PLAINTIFF and other AGGRIEVED EMPLOYEES therefore forfeited meal breaks
17 without additional compensation and in accordance with DEFENDANTS' policies and practices.

18 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

19 39. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
20 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

21 40. Approximately one to two times per week, DEFENDANTS' managers directed
22 PLAINTIFF and other AGGRIEVED EMPLOYEES to perform work after these employees
23 clocked out for the day. Typically, this work included unloading trucks at the office and this off-
24 the-clock work lasted between fifteen (15) and thirty (30) minutes. From time-to-time, this off-the-
25 clock work exceeded eight (8) hours per day and/or forty (40) hours per week.

26 41. DEFENDANTS directed and directly benefited from the uncompensated off-the-
27 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

1 42. DEFENDANTS controlled the work schedules, duties, protocols, applications,
2 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

3 43. DEFENDANTS were able to track the amount of time PLAINTIFF and other
4 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
5 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
6 work they performed, including during off-the-clock work. From time-to-time this included
7 overtime wages.

8 44. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
9 subject to the requirements of the California Labor Code.

10 45. DEFENDANTS' policies and practices deprived PLAINTIFF and other
11 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
12 the off-the-clock work activities.

13 46. DEFENDANTS knew or should have known that PLAINTIFF and other
14 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

15 47. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
16 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
17 off-the-clock. DEFENDANTS had a uniform policy and practice to not pay PLAINTIFF and other
18 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

19 48. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
20 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
21 did not maintain accurate payroll and timekeeping records.

22 D. Violation for Untimely Payment of Wages and Failure to Pay All Wages Upon
23 Termination

24 49. Pursuant to California Labor Code section 204, PLAINTIFF and other
25 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
26 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
27 all wages, including, but not limited to, minimum wages, overtime wages, meal period premium
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1 wages, and rest period premium wages within permissible time period and on days designated in
2 advance by the employer as regular payday.

3 50. As a result, DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
4 EMPLOYEES all earned wages in violation of Labor Code § 204.

5 51. To the extent wages are deemed to be owed to PLAINTIFF and other
6 AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS conduct
7 violations Labor Code sections 201 and/or 202, and therefore PLAINTIFF and other AGGRIEVED
8 EMPLOYEES are entitled to waiting time penalties under Labor Code section 203, which penalties
9 are sought herein on behalf of the PLAINTIFF and other AGGRIEVED EMPLOYEES.
10 DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further,
11 PLAINTIFF is entitled to seek and recover statutory costs.

12 E. Failure to Reimburse

13 52. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
14 EMPLOYEES for use of their personal cell phone as a direct consequence of discharging work
15 duties.

16 53. DEFENDANTS failed to provide employees with a designated work phone and
17 failed to provide employees reimbursement for the cost of their phone. DEFENDANTS directed
18 PLAINTIFF to use her personal cell phone to communicate with DEFENDANTS' managers and
19 his coworker but failed to reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for such
20 use.

21 54. DEFENDANTS shifted the costs associated with running a business onto
22 PLAINTIFF and other AGGRIEVED EMPLOYEES.

23 F. Inaccurate Itemized Wage Statements

24 55. California Labor Code Section 226 requires an employer to furnish its employees an
25 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
26 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
27 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
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1 employee and only the last four digits of the employee's social security number or an employee
2 identification number other than a social security number, (8) the name and address of the legal
3 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee.

5 56. During PLAINTIFF and other AGGRIEVED EMPLOYEES'S employment, when
6 they were not paid for all hours worked, did not provide total hours work, or applicable hourly rates
7 in effect, DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED EMPLOYEES
8 with complete and accurate wage statements. DEFENDANTS' paystubs failed to show, among
9 other things, the total hours worked and all applicable hourly rates in effect during the pay period
10 and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty
11 payments or missed meal and rest periods.

12 57. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
13 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
14 from the wage statement alone the applicable hourly rate and the corresponding number of hours
15 worked at the applicable hourly rate for this remuneration.

16 58. Further, DEFENDANTS issued paystubs to PLAINTIFF and the other
17 AGGRIEVED EMPLOYEES that did not correctly identify the name and address of the legal entity
18 that is the employer. DEFENDANTS issued wage statements misidentifying the legal entity as
19 "Express Plumbing Inc." However, the California Secretary of State identifies Express Plumbing
20 Inc as entity no. 5755254 with a business address in Pacoima, California. Under information and
21 belief, there is no relation between "Express Plumbing Inc" and DEFENDANT EPS Inc dba Express
22 Plumbing and Sewage Service.

23 59. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
24 DEFENDANTS' aforementioned violation because they could not promptly and easily determine
25 from the wage statement alone the name and address of the legal entity that is the employer.

26 60. DEFENDANTS failed to keep, maintain, and store accurate payroll records in
27 violation of Cal. Lab. Code §1174.5 and failed to provide wage statements that comply with Cal.
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1 Lab. Code § 226. Further, DEFENDANTS' violations are knowing and intentional and were not
2 isolated or due to an unintentional payroll error due to clerical or inadvertent mistake.

3 **VI. CAUSES OF ACTION**

4 **FIRST CAUSE OF ACTION**

5 For Failure to Provide Rest Periods

6 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

7 61. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
8 every allegation set forth above.

9 62. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
10 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
11 These laws and regulations further entitle employees to be paid one additional hour of pay at their
12 regular rate of compensation for each day of denied rest period.

13 63. As a result of the DEFENDANTS' policies and practices and failure to provide rest
14 periods to employees, PLAINTIFF was denied his rest periods by DEFENDANTS and
15 DEFENDANTS' managers.

16 64. PLAINTIFF was required to work in excess of four (4) hours without being provided
17 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
18 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
19 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
20 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
21 lieu thereof.

22 65. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
23 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
24 accordance with the applicable Wage Order, one additional hour of compensation at each
25 employee's regular rate of pay for each workday that rest period was not provided.

26 66. As a proximate result of the aforementioned violations, PLAINTIFF has been
27 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
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1 penalties, expenses and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 For Failure to Provide Meal Periods

4 (Cal. Lab. Code §§ 226.7 & 512)

5 (Plaintiff Against All DEFENDANTS)

6 67. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
7 every allegation set forth above.

8 68. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
9 DEFENDANTS to provide employees with all meal periods specified in the applicable Wage Order.
10 These laws and regulations further entitle employees to be paid one additional hour of pay at their
11 regular rate of compensation for each day of denied meal period.

12 69. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
13 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
14 performed by PLAINTIFF does not prevent DEFENDANTS from relieving their employees of all
15 job duties in order to take a legally required off-duty meal periods. As a result of DEFENDANTS
16 policies and practices, PLAINTIFF was not fully relieved of duty by DEFENDANT for meal
17 periods.

18 70. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
19 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
20 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
21 employee's regular rate of pay for each workday that a meal period was not provided.

22 71. As a proximate result of the aforementioned violations, PLAINTIFF has been
23 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
24 penalties, expenses and costs of suit.

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THIRD CAUSE OF ACTION

For Failure to Pay Minimum Wages
(Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1, 218.5, 218.6)
(Plaintiff Against All DEFENDANTS)

72. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

73. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay minimum wages to PLAINTIFF.

74. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including minimum wage compensation and interest thereon, together with the costs of suit. Cal. Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to the unpaid minimum wages according to proof at trial.

75. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all hours worked and therefore did not receive minimum wage for all hours worked as required by Cal. Lab. Code § 1197.

76. In committing these violations of the California Labor Code, DEFENDANTS failed to calculate the amount of time worked and consequently underpaid the actual time worked by PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

77. PLAINTIFF was paid less for time worked than PLAINTIFF was entitled to, constituting a failure to pay all earned wages.

78. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein, PLAINTIFF has suffered and will continue to suffer an economic injury including the use and enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which are presently unknown, and which will be ascertained according to proof at trial.

79. DEFENDANTS knew or should have known that PLAINTIFF was under-compensated for PLAINTIFF'S time worked. DEFENDANTS systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF the correct wages for all time worked.

80. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate PLAINTIFF for all time worked and provide the requisite compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and maliciously toward PLAINTIFF with a conscious disregard for PLAINTIFF'S legal rights, or the consequences to PLAINTIFF, and with the intent of depriving PLAINTIFF of PLAINTIFF'S property and legal rights, and otherwise causing injury in order to increase company profits at the expense of this employee.

81. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes.

FOURTH CAUSE OF ACTION

For Failure to Pay Overtime Compensation
(Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

82. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

83. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

84. Labor Code section 558 provides for a civil penalty to be assessed against any employer or other person acting on behalf of an employer who fails to compensate employees at the statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40 hours in any workweek or who fails to compensate employees at the statutory double time rates for any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day

1 of a workweek.

2 85. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
3 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
4 § 1198 further states that the employment of an employee for longer hours than those fixed by the
5 Industrial Welfare Commission is unlawful.

6 86. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
7 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
8 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
9 to compensate employees at the statutory double time rates for any work in excess of twelve hours
10 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
11 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
12 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

13 87. DEFENDANTS routinely and systematically failed to properly record accurate time
14 records for each employee showing when each employee began and ended each work period. This
15 work included overtime. By failing to properly record hours, DEFENDANTS routinely and
16 systematically failed to compensate employees at the statutory overtime rate for any work in excess
17 of eight (8) hours in one day or any work in excess of forty (40) hours in any workweek as required
18 by Labor Code section 510 and Section 3 of the applicable Wage Order.

19 88. During PLAINTIFF'S employment, DEFENDANTS required PLAINTIFF to
20 perform work, including overtime, for DEFENDANTS and was not paid for all the time worked.

21 89. As a proximate result of DEFENDANTS' failure to pay overtime wages as alleged
22 above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section 558 as
23 may be established according to proof at trial. As a direct result of DEFENDANTS' unlawful wage
24 practices as alleged herein, PLAINTIFF did not receive the correct overtime compensation for his
25 time worked for DEFENDANTS.

26 90. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
27 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
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1 requirements and other applicable laws and regulations.

2 91. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
3 the overtime requirements of the law. For portions of PLAINTIFF's employment, these exemptions
4 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
5 agreement that would preclude the causes of action contained herein this Complaint.

6 92. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
7 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
8 and will continue to suffer an economic injury in amounts which are presently unknown to him, and
9 which will be ascertained according to proof at trial.

10 93. DEFENDANTS knew or should have known that PLAINTIFF was under
11 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
12 malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy,
13 practice and procedure.

14 94. In performing the acts and practices herein alleged in violation of California labor
15 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
16 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
17 maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the
18 consequences to him, and with the despicable intent of depriving him of his property and legal rights,
19 and otherwise causing him injury in order to increase company profits at the expense of these
20 employees.

21 95. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
22 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
23 in a sum as provided by the California Labor Code and/or other applicable statutes.

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FIFTH CAUSE OF ACTION
For Failure To Pay Wages
(Cal. Lab. Code § 204, 210)
(Plaintiff Against All DEFENDANTS)

96. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

97. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

98. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums, on regularly established paydays.

99. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully refused to perform their obligations to compensate their employees for all wages earned.

100. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to section 210, for each subsequent failure to pay in compliance with Labor Code section 204, PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

101. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor Code section 204 as alleged above, DEFENDANTS’ employees have suffered, and continue to suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their damage in amounts according to proof at trial.

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SIXTH CAUSE OF ACTION

For Failure to Pay Wages Upon Termination

(Cal. Lab. Code § 201/202 & 203)

(Plaintiff Against All DEFENDANTS)

102. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

103. If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal. Lab. Code § 203).

104. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages earned including minimum and overtime wages, and all premiums due for missed meal breaks and missed rest breaks and DEFENDANTS have failed to pay any penalty wages owed under California Labor Code section 203.

105. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS have not tendered payment of wages to PLAINTIFF who was underpaid for minimum wage, and/or missed meal and rest breaks, as required by law.

106. DEFENDANTS knowingly and willfully violated the laws, regulations and orders governing the wages of PLAINTIFF as described in the causes of action above.

107. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself whose employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

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SEVENTH CAUSE OF ACTION
For Failure to Reimburse Business Expenses
(Cal. Lab. Code §§ 2802)
(Plaintiff Against ALL DEFENDANTS)

108. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

109. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify PLAINTIFF for the expenses and losses incurred during the performance of job duties. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees.

110. DEFENDANTS required PLAINTIFF to use PLAINTIFF'S personal cell phones in the discharge work duties but failed to reimburse PLAINTIFF for the use or cost of PLAINTIFF'S personal cell phone.

111. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse PLAINTIFF for necessary business expenditures related to personal cell phone use.

112. DEFENDANTS sought to pay their own pockets at the expense of their employees, and instead of compensating their employees for the necessary business costs, the employer passed on its costs to its employees.

113. DEFENDANTS intentionally failed to reimburse its employees for the actual expenses incurred and thereby increased its own profits to the detriment of its employees.

114. PLAINTIFF seeks to recover these business expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code in an amount to be proven.

115. Interest accrues from the date the employee incurred the necessary expenditure or loss.

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EIGHTH CAUSE OF ACTION

For Failure to Provide Accurate, Itemized Wage Statements
(Cal. Lab. Code §§ 226; 226.3; 1174.5)
(Plaintiff Against All DEFENDANTS)

116. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

117. Labor Code section 226 requires defendants to provide employees an accurate itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her or his social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked

118. DEFENDANTS did not accurately record PLAINTIFF'S time worked, wage, and missed meal and rest breaks. DEFENDANTS failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages, missed meal and rest periods, applicable hourly wages in effect, and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the correct wages earned by the employees.

119. DEFENDANTS knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that they provided to PLAINTIFF.

120. By failing to keep adequate records, as required by Labor Code sections 226 and 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

121. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

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NINTH CAUSE OF ACTION

For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)
(Plaintiff and Aggrieved Employees Against All DEFENDANTS)

122. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

123. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE within the meaning of Labor Code section 2699, subdivision (c), on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

- a. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512;
- b. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512;
- c. For failing to pay all minimum wages, in violation of Labor Code sections 1194, 1194.2, 1197.1, 218.5, and 218.6;
- d. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 510, 558, 1194, and 1198;
- e. For failing to pay all earned wages, in violation of Labor Code sections 204 and 210;
- f. For failing to pay wages upon termination, in violation of Labor Code sections 201 or 202, and 203;
- g. For failing to reimburse employees for business-related expenses in violation of Labor Code section 2802;
- h. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226, 226.3;
- i. For failing to maintain accurate records in violation of Labor Code Section 1174.5.

124. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R. section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 515, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699, subdivisions (a) and (f).

125. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANTS, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

B. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

E. One hundred dollars (\$100) for the initial pay period in which DEFENDANTS intentionally failed to pay minimum wages per employee per pay period and two hundred fifty

1 dollars (\$250) per employee per pay period for each violation in a subsequent pay period for
2 violation of Cal. Lab. Code § 1197 and 1197.1;

3 F. The amount of the expenses PLAINTIFFS incurred in the course of his job duties,
4 plus interest, and costs of suit;

5 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial; and

6 H. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
7 unpaid minimum wages according to proof at trial.

8 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

9 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
10 General Act of 2004;

11 3. On all claims:

12 A. An award of interest, including prejudgment interest at the legal rate;

13 B. Such other and further relief as the Court deems just and equitable; and

14 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

15 DATED: March 28, 2025

Respectfully submitted,

16 **EMRAN LAW**

17
18 By: Harris Emran

19 Harris Emran

20 Attorney for PLAINTIFF and OTHER
21 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

EMRAN LAW

DATED: March 28, 2025

By: *Harris Emran*
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES