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FILED
 Superior Court of California
 County of Los Angeles
 06/11/2026
 David W. Slayton, Executive Officer / Clerk of Court
 By: _____ T. Carter Deputy

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **COUNTY OF LOS ANGELES**

13 JUSTIN BRAUN on behalf of himself and all
 14 others similarly situated;

15 Plaintiff,

16 vs.

17 AV DECKING, INC. doing business in
 18 California as AV METAL DECKING; and
 19 DOES 1 through 100, inclusive;

20 Defendants.

Case No. 25STCV01069

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT FOR:**

1. **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198);
2. **FAILURE TO PAY OVERTIME WAGES** (LABOR CODE §§ 204, 510, 558, 1194, 1198);
3. **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 1198);
4. **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 1198);
5. **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
6. **UNLAWFUL WAGE DEDUCTIONS**
(LABOR CODE §§ 221, *et seq.*, 2802);
7. **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
8. **FAILURE TO REIMBURSE BUSINESS EXPENSES** (LABOR CODE §§ 2802, 2804);
9. **UNFAIR COMPETITION (BUS. & PROF. CODE § 17200, *et seq.*); and**
10. **PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiff Justin Braun (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, hereby brings this Class and Representative Action Complaint against AV Decking,
4 Inc. doing business in California as AV Metal Decking and Does 1 through 100, inclusive
5 (collectively, “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, hereby brings
9 this class and representative action for recovery of unpaid wages and penalties under California
10 Business and Professions Code section 17200, *et seq.*; Labor Code §§ 201-204, 221 *et seq.*, 226,
11 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; and
12 Industrial Welfare Commission Wage Order No. 16 (“Wage Order 16”), in addition to seeking
13 declaratory relief and restitution. This class action is brought pursuant to California Code of Civil
14 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
15 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
19 occurred in Los Angeles County. Defendants own, maintain offices, transact business, have an
20 agent or agents within Los Angeles County, and/or otherwise are found within Los Angeles
21 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. Within the statute of limitations periods
25 applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-
26 exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
27 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
28 by Labor Code §§ 201-204, 221 *et seq.*, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,

1 1197, 1198, 2698 *et seq.*, 2802, 2804; Business & Professions Code § 17200, *et seq.* (Unfair
2 Competition), and Wage Order 16, which sets employment standards for occupations in the
3 construction, drilling, logging and mining industries.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
6 business as a deck construction company, and that they employed Plaintiff and other similarly
7 situated non-exempt employees within Los Angeles County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
12 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 24) to be subject to the
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
28 Members (as defined in Paragraph 24).

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10. Defendants offer decking construction services throughout the Los Angeles, San Diego, San Bernardino, Riverside areas and other areas of California. During the relevant period, Plaintiff and other non-exempt employees were required by Defendants to travel to remote worksites, including instances wherein they would stay in a hotel for the duration of a work project. Plaintiff and other non-exempt employees were also sometimes required by Defendants to deliver tools from their home or another location to Defendants' worksite. However, Defendants failed to pay Plaintiff and other non-exempt employees for the hours traveling to remote construction sites as compulsory travel time or when delivering tools, resulting in unpaid minimum wages and overtime wages. (*Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575.)

12. Further, Plaintiff and other non-exempt employees are not allowed to clock-in for work until they put on all required gear and tools and arrive “on-deck” to a specific section of the

1 worksite. Typically, it would take Plaintiff and other non-exempt employees approximately 10 to
2 20 minutes each day to put on their work gear after arriving at the employee parking lot. This
3 heavy gear could not be worn while driving. As such, employees had to don the gear *after* they
4 arrived at the employee parking lot. Then, Plaintiff and other non-exempt employees would have
5 to walk approximately .25 miles from the employee parking lot to the deck, which would take
6 about another 5 minutes. This time spent on the employer’s premises donning gear at the worksite
7 and then walking to the deck is compensable, as it requires the employees’ presence at a location
8 for an employment-related reason other than the necessity of reaching the worksite. (*Huerta v.*
9 *CSI Electrical Contractors* (2024) 15 Cal.5th 908, 924-925.) Yet as mentioned above, Plaintiff
10 and other non-exempt employees were not allowed to clock in until they were already in their
11 gear and “on deck.” As a result, Plaintiff and other non-exempt employees have suffered
12 approximately 15-25 minutes of unpaid minimum wage and/or overtime wages each day donning
13 their work gear and walking to the deck.

14 13. Defendants also failed to pay its employees at the proper overtime rate required
15 by Wage Order No. 16 at “one and one-half (1 1/2) times such employee’s *regular rate* of pay”
16 (emphasis added). Here, Plaintiff and other non-exempt employees were given a flat per-diem
17 payment for certain projects and were also paid “on-call” pay. However, Defendants failed to
18 incorporate these non-discretionary payments and/or higher hourly rates into employees’ “regular
19 rate” of pay and paid Plaintiff and other non-exempt employees an overtime rate of 1.5 times their
20 *base* rate of pay, without taking into account their “on-call” pay or per-diem payments. For
21 example, in the pay period of December 16-22, 2024, Plaintiff’s wage statement reflects that he
22 was paid \$120 in per diem payments (denoted as “SUB” on his wage statement) as well as \$46.30
23 for one hour of on-call time. Yet Plaintiff’s overtime wages for that pay period were paid at \$30
24 per hour, which was 1.5 times his *base* rate of \$20 per hour. As a result of this policy/practice,
25 Defendants have failed to pay Plaintiff and other non-exempt employees all overtime wages at
26 the proper overtime rate.

27 14. Defendants also failed to provide all required meal periods. Specifically, meal
28 periods were sometimes not provided until after 5 hours of work, as Plaintiff and other non-

1 exempt employees needed to finish specific projects or job duties before they were allowed to
2 take meal periods. In addition, Plaintiff and other non-exempt employees were not provided
3 second meal periods on shifts over 10 hours. Despite these violations, Defendants have failed to
4 pay the meal period premiums required under Labor Code § 226.7.

5 15. Defendants have also failed to authorize and permit compliant rest periods to
6 Plaintiff and other non-exempt employees. Specifically, Defendants have required Plaintiff and
7 other non-exempt employees to stay “on-deck” and work through their rest breaks. Despite failing
8 to authorize and permit legally compliant rest periods to Plaintiff and other non-exempt
9 employees, Defendants have failed to pay the rest period premiums required by Labor Code §
10 226.7. Upon information and belief, during at least a portion of the putative class period,
11 Defendants have maintained no payroll code or other mechanism for paying rest period premiums
12 when Defendants failed to authorize and permit a legally compliant rest period.

13 16. Defendants have also required Plaintiff and other employees to incur business
14 expenses without reimbursement. For example, Plaintiff and other employees were required to
15 use their personal cell phones for work purposes, including but not limited to downloading and
16 using an application called Workyard to clock in and out for work every day. Defendants have
17 also required Plaintiff and other employees to use their personal cell phones to communicate with
18 supervisors. Despite requiring Plaintiff and other employees to use their personal property for
19 work-related purposes, Defendants have failed to reimburse them for any portion of their personal
20 expenses, including any portion of their monthly cell phone bill. As a result of the foregoing,
21 Plaintiff and other employees are entitled to reimbursement pursuant to Labor Code § 2802 and
22 *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (holding employer must
23 reimburse employees for “reasonable percentage” of their cell phone bills if they are required to
24 use their cell phones for work, even if employees did not incur specific out-of-pocket expense).

25 17. Plaintiff and other employees were also required to use their personal vehicles
26 when traveling to remote construction sites as compulsory travel time and when delivering tools,
27 as described above. These expenses were required to be reimbursed by Defendants under Labor
28 Code § 2802 as expenses the employees necessarily incurred in performing their employment

tasks. (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554, 562, 567-568.) However, Plaintiff and other employees were never provided with any reimbursement for the expenses they incurred for their personal vehicle use from Defendants.

18. Plaintiff and other employees were also required by Defendants to use several different tools to perform their construction job duties, including drills, saws, hammers, wrenches, tape measures, and hammers. Plaintiff was required to supply many of his own tools, such as drills, saws, and crowbars, as Defendants did not offer them. The cost of these tools exceeded \$1,000. Despite requiring Plaintiff and other employees to supply these tools, Defendants failed to reimburse them for *any* portion of the cost of their tools. And, Plaintiff and many other employees do not earn two times the minimum wage, and therefore the exception under Wage Order 16, § 8(B) does not apply to them.

19. The limited tools that Defendants *did* offer to Plaintiff and other employees for their construction job duties, such as tool bags, tape measures, hammers, and harnesses, they would only provide to them at a cost. Specifically, if Plaintiff or other employees required Defendants' tools for work, Defendants would make deductions from employees' wages for the costs of these tools. For example, Defendants deducted \$110.00 from Plaintiff's December 27, 2024 paycheck for "CTOOLS&EQUIP," which referred to a deduction to cover the cost of tools. Such deductions are unlawful, as Defendants are required to provide necessary tools and cannot pass on such costs to their employees.

20. As a result of Defendants' unlawful practices described above, Defendants have maintained inaccurate time and payroll records, and have issued inaccurate wage statements to Plaintiff and other non-exempt employees. Further, the wage statements issued by Defendants are facially deficient as they fail to contain the address of the employer, in violation of Labor Code § 226(a)(8).

21. As a further result of Defendants' unlawful practices described above, Defendants have failed to timely pay all final wages to Plaintiff and other former employees.

22. Plaintiff made several complaints about his pay, lack of compliant rest breaks, unlawful deduction of wages, failure to reimburse him for tool expenses, and Defendants' general

1 failure to abide by California labor laws directly to the owner of Defendants, Anthony Velez
2 (“Velez”). In response, Velez said “F*ck California laws” (or words to that effect) and refused to
3 make any changes to Defendants’ unlawful employment practices. Each time Plaintiff complained
4 to Defendants about their violations of California labor laws, Defendants responded with the same
5 hostility towards Plaintiff and failed to make any efforts towards compliance.

6 23. On information and belief, Defendants have engaged in the above unlawful
7 practices throughout the putative class period and continuing to the present.

8 **CLASS ACTION ALLEGATIONS**

9 24. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
10 following Classes pursuant to California Code of Civil Procedure § 382:

11 a. The Minimum Wage Class consists of al of the Defendants’ current and former
12 non-exempt employees in California who were subject to Defendants’ timekeeping and
13 payroll practices, at any point from four years prior to the filing of this action to the present.

14 b. The Overtime Class consists of all of the Defendants’ current and former non-
15 exempt employees in California who worked more than 8.0 hours in a workday and/or over
16 40.0 hours in a workweek, and were subject to Defendants’ timekeeping and payroll
17 practices, at any time from four years immediately preceding the filing of this action
18 through the present.

19 c. The Meal Period Class consists of all of the Defendants’ current and former non-
20 exempt employees in California who worked at least one shift of more than 5.0 hours,
21 and/or at least one shift of more than 10.0 hours, at any time from four years immediately
22 preceding the filing of this action through the present.

23 d. The Rest Period Class consists of all of the Defendants’ current and former non-
24 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
25 time from four years immediately preceding the filing of this action through the present.

26 e. The Wage Statement Class consists of (i) all members of the Minimum Wage
27 Class, Overtime Class, Unlawful Deductions Class, Meal Period Class, and/or Rest Period
28 Class who received a wage statement from Defendants, and (ii) all of Defendants’ current

1 and former California employees who received a wage statement from Defendants that did
2 not include Defendants' address, at any time from one year immediately preceding the
3 filing of this action through the present.

4 f. The Unlawful Deductions Class consists of all of the Defendants' current and
5 former non-exempt employees in California from whom Defendants took unlawful
6 deductions, including but not limited to deductions for "CTOOLS&EQUIP," at any time
7 from four years immediately preceding the filing of this action through the present.

8 g. The Waiting Time Class consists of all members of the Minimum Wage Class,
9 Overtime Class, Unlawful Deductions Class, Meal Period Class, and/or Rest Period Class
10 whose employment with Defendants ended at any time from three years prior to the filing
11 of this action through the present.

12 h. The Expense Reimbursement Class consists of all of Defendants' current and
13 former California employees who were required to use their personal property for work-
14 related purposes, including but not limited to personal cell phones, tools, and/or vehicles,
15 at any time from four years prior to the filing of this action through the present.

16 25. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
17 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
18 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
19 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
20 Defendants' employment records.

21 26. **Common Questions of Law and Fact Predominate/Well Defined Community**
22 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
23 situated employees, which predominate over questions affecting only individual members
24 including, without limitation to:

- 25 i. Whether Defendants paid members of the Minimum Wage Class at least
26 the applicable minimum wage for all hours worked;
- 27 ii. Whether Defendants' timekeeping and payroll practices violate the
28 applicable Labor Code provisions including, but not limited to, §§ 510 and

1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;

iii. Whether Defendants provided compliant meal periods to members of the Meal Period Class;

iv. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;

v. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

vi. Whether Defendants unlawfully deducted wages from members of the Unlawful Deductions Class;

vii. Whether Defendants properly reimbursed expenses incurred by members of the Expense Reimbursement Class.

27. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' timekeeping, overtime, wage deduction, wage statement, rest period, and expense reimbursement policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

28. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was not paid all earned minimum wages and overtime wages; was subject to Defendants' uniform meal period and rest period policies/practices; was furnished with inaccurate wage statements; suffered unlawful deductions of wages; was not paid all wages due at termination of employment; and was not reimbursed for all expenses he incurred in carrying out his job duties for Defendants.

1 29. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
4 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
5 actions in state and federal courts in the past and are committed to vigorously prosecuting this
6 action on behalf of the members of the Classes.

7 30. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
16 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
17 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
18 an individual remedy would discourage the assertion of lawful claims by employees who would
19 be disinclined to file an action against their former and/or current employer for real and justifiable
20 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
21 prosecution of separate actions by individual class members would create a substantial risk of
22 inconsistent or varying verdicts or adjudications with respect to the individual class members
23 against Defendants herein; and which would establish potentially incompatible standards of
24 conduct for Defendants. Further, the claims of the individual members of the Classes are not
25 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
26 costs and expenses attending thereto. As such, the Classes identified in Paragraph 24 are
27 maintainable under California Code of Civil Procedure § 382.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **MINIMUM WAGE VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 32. Wage Order 16 and Labor Code §§ 1197 and 1182.12 establish employees' right
6 to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
7 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
8 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
9 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

10 33. At all relevant times, Defendants failed to conform their pay practices to the
11 requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours
12 actually worked including, but not limited to, all hours they were subject to Defendants' control
13 and/or suffered or permitted to work under the Labor Code and Wage Order 16.

14 34. California Labor Code § 1198 makes unlawful the employment of an employee
15 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
16 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
17 those employees the balance of the unpaid wages as well as liquidated damages in an amount
18 equal to the wages due and interest thereon.

19 35. As a direct and proximate result of Defendants' unlawful conduct as alleged
20 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
21 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
22 entitled to recover economic and statutory damages and penalties and other appropriate relief as
23 a result of Defendants' violations of the California Labor Code and applicable Wage Orders.

24 36. Defendants' practice and uniform administration of corporate policy regarding
25 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff
26 and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
27 liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor
28 Code §§ 204, 218.6, 558, 1194, 1194.2, 1197, 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME WAGES
(AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

38. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime hours worked, and which provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

39. At all relevant times, Defendants were required to properly compensate Plaintiff and Overtime Class members for all overtime hours worked pursuant to Labor Code §§ 510 and 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours in a workweek, and for the first 8 hours on the seventh consecutive workday in a workweek. Wage Order 16, § 3 also requires an employer to pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive workday in a workweek. As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime and double-time hours but did not compensate them at one and one-half times (or two times) their regular rate of pay.

40. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

///

42. As alleged herein, Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 16, and have failed to pay meal period premiums at Plaintiff's and Meal Period Class members' regular rate of compensation as required under Labor Code § 226.7.

43. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 16, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

45. Labor Code §§ 226.7 and 516, and Wage Order 16 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

46. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

47. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FIFTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
3 and the Wage Statement Class with accurate and complete itemized wage statements that
4 included, among other requirements, the address of the employer, all hours worked, all hours
5 worked at each rate of pay, and all wages earned, in violation of Labor Code § 226(a).

6 50. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
7 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
8 among other things, the non-payment of all their wages and meal and rest period premium wages,
9 the failure to advise employees of the employer's address, and deprived them of the information
10 necessary to identify and reconcile the discrepancies in Defendants' reported data.

11 51. Defendants' failures create an entitlement to recovery by Plaintiff and members of
12 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
13 Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs
14 of suit, pursuant to Labor Code §§ 226 and 226.3.

15 **SIXTH CAUSE OF ACTION**

16 **UNLAWFUL DEDUCTION OF WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 53. Under California law, an employer may not take deductions from an employee's
20 earned wages, except in certain limited circumstances not relevant here. (Lab. Code §§ 221, 224.)

21 54. Deductions from wages made for business expenses are unlawful, as an employee
22 is entitled to be reimbursed or indemnified by his or her employer for expenses or losses incurred
23 in direct consequence of the discharge of the employee's work duties. (Lab. Code § 2802.)

24 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, took unlawful deductions
26 from Plaintiff and Unlawful Deductions Class members wherein they deducted wages for the cost
27 of the tools provided by Defendants which were used in direct consequence of the discharge of
28 the employees' work duties, in violation of Labor Code §§ 221 *et seq.* and 2802.

1 56. Through Defendants' conduct during the applicable statutory period, Defendants
2 violated Labor Code section 221 by illegally deducting these wages. As a result of Defendants'
3 improper deduction of wages, Plaintiff and members of the Unlawful Deductions Class did not
4 receive all wages due.

5 57. Defendants' unlawful deductions of wages create an entitlement to recovery by
6 Plaintiff and members of the Unlawful Deduction of Wages Class in a civil action for all damages
7 and interest thereon, civil penalties, and attorneys' fees and costs, pursuant to Labor Code §§
8 218.5, 218.6, and 225.5.

9 **SEVENTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS)**

12 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 59. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
14 an employer to pay all wages immediately at the time of separation of employment in the event
15 the employer discharges the employee, or the employee provides at least 72 hours of notice of
16 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
17 to quit, said employee's wages become due and payable not later than 72 hours upon said
18 employee's last date of employment.

19 60. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
21 at their separation from employment, including (but not limited to) unpaid minimum wages,
22 overtime wages, unlawfully deducted wages, and unpaid meal and rest period premium wages.

23 61. Plaintiff is informed and believes, and based thereon alleges, that as a matter of
24 uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the
25 Waiting Time Class all earned wages at the end of employment in a timely manner.

26 62. Defendants' failure to pay all final wages was willful within the meaning of Labor
27 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
28 Time Class their earned wages upon separation from employment results in a continued payment

1 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
2 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
3 attorneys' fees and costs of suit.

4 **EIGHTH CAUSE OF ACTION**

5 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

6 **(AGAINST ALL DEFENDANTS)**

7 63. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 64. At all relevant times, Defendants were subject to Labor Code § 2802, which states
9 that "an employer shall indemnify his or her employees for all necessary expenditures or losses
10 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
11 her obedience to the directions of the employer."

12 65. At all relevant times, Defendants were subject to Labor Code § 2804: "any contract
13 or agreement, express or implied, made by any employee to waive the benefits of this article or
14 any part thereof, is null and void, and this article shall not deprive any employee or his personal
15 representative of any right or remedy to which he is entitled under the laws of this State."

16 66. Due to Defendants' unlawful policy and practice of requiring employees to use
17 their personal property, including but not limited to personal cell phones, personal vehicles, and/or
18 personal tools, for work purposes and their failure to reimburse Plaintiff and members of the
19 Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

20 67. As a proximate result of Defendants' policies and/or practices in violation of Labor
21 Code §§ 2802 and 2804, Plaintiff and members of the Expense Reimbursement Class have
22 suffered damages in sums, which will be shown according to proof.

23 68. Plaintiff and members of the Expense Reimbursement Class are entitled to
24 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

25 69. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
26 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
27 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall
28 accrue from the date on which they incurred the initial necessary expenditure.

NINTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

70. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

71. Defendants have engaged, and continue to engage, in unfair and/or unlawful business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay Plaintiff and the Classes all minimum wages and overtime wages due, failing to provide meal periods or pay meal period premium wages, failure to authorize and permit rest periods or pay rest period premium wages, failing to furnish accurate and complete itemized wage statements, unlawfully deducting wages, failing to timely pay all final wages, and failing to reimburse business expenses.

72. Defendants' utilization of these unfair and/or unlawful business practices has deprived Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

73. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of monies as necessary and according to proof, to restore all monies withheld, acquired, and/or converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

74. The acts complained of herein occurred within the four years immediately preceding the filing of this action.

75. Plaintiff was compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

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PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

77. Defendants have committed several Labor Code violations against Plaintiff and aggrieved employees. Plaintiff is an “aggrieved employee” within the meaning of Labor § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil damages due to Plaintiff, other aggrieved employees, and the State of California according to the Labor Code, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees at least the applicable minimum wage for all hours worked, in violation of Labor Code §§ 204, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all required meal periods, and failing to pay meal period premium wages, to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, and 1198;
- d. Failing to authorize and permit all required rest periods, and failing to pay rest period premium wages, to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related expenses, in violation of Labor Code §§ 2802, 2804, and 1198;
- f. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

- 1 g. Taking unlawful deductions from Plaintiff's and other aggrieved employees'
2 wages, in violation of Labor Code § 221 *et seq.*, and 1198;
3 h. Failing to timely pay final wages to Plaintiff and other formerly employed
4 aggrieved employees, in violation of Labor Code §§ 201-203;
5 i. Failing to maintain accurate records of the hours worked by Plaintiff and other
6 aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

7 78. On or about January 15, 2025, Plaintiff notified Defendant AV Decking, Inc. via
8 certified mail, and the California Labor and Workforce Development Agency ("LWDA") via its
9 website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a
10 claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California
11 Labor Code identified in paragraph 77 (a)-(b), (d)-(g), and (i) above. On or about June 4, 2026,
12 Plaintiff provided notice to the LWDA and Defendants of his intent to bring a PAGA claim for
13 the violations identified in paragraph 77(c) and (h) above. Now that sixty-five days have passed
14 from Plaintiff's initial notice to Defendants and the LWDA, Plaintiff has exhausted his
15 administrative requirements for bringing a claim under the Private Attorneys General Act.

16 79. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect his interests and the interests of other aggrieved employees, and to assess and collect the
18 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
19 he is entitled to recover under Labor Code § 2699(k).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
22 this suit is brought against Defendants, as follows:

- 23 1. For an order certifying the proposed Classes;
24 2. For an order appointing Plaintiff as representative of the Classes;
25 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
26 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
27 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
28 1197, and 1198;

1 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 512, 558, and 1198;

5 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;

7 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226, *et seq.*;

9 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and
10 special damages according to proof pursuant to Labor Code §§ 221-224, 225.5, and 2802;

11 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
12 to Labor Code § 203;

13 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
14 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

15 12. Upon the Ninth Cause of Action, for restitution to Plaintiff and members of the
16 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
17 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

18 13. Upon the Tenth Cause of Action, for any and all civil penalties available to
19 Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys
20 General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting
21 Defendants from engaging in the unlawful conduct alleged herein;

22 14. Prejudgment interest on all due and unpaid wages and other damages pursuant to
23 Cal. Labor Code §§ 218.6, 1194(a), and 2802(b); Civil Code § 3287; and Art. XV, § 1 of the
24 California Constitution;

25 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
26 218.5, 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other
27 applicable statutes; and

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MARQUEE LAW GROUP, APC

Tuvia Korobkin
Attorneys for Plaintiff

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MARQUEE LAW GROUP, APC

Tuvia Korobkin
Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I declare that I am over the age of eighteen (18) and not a party to this action. My business
3 address is 9100 Wilshire Boulevard, Suite 445, East Tower, Beverly Hills, California 90212.

4 On June 11, 2026, I served the foregoing document(s) described as:

5 **SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

6 on all interested parties in this action by transmitting a true copy of the document(s) described
above, addressed as follows:

7 **SEE ATTACHED SERVICE LIST**

- 8 () **BY MAIL** as follows: I am “readily familiar” with the firm’s practice of collection and
9 processing of correspondence for mailing with the United States Postal Service. I know
10 that the correspondence was deposited with the United States Postal Service on the same
11 day this declaration was executed in the ordinary course of business. I know that the
envelope was sealed and, with postage thereon fully prepaid, placed for collection and
12 mailing on this date in the United States mail at Beverly Hills, California.
- 13 () **BY PERSONAL SERVICE:** I caused to be delivered such envelope by hand to the
above addressee(s).
- 14 () **BY OVERNIGHT COURIER:** I am “readily familiar” with the firm’s practice of
collecting and processing overnight deliveries, which includes depositing such packages in
15 a receptacle used exclusively for overnight deliveries. The packages were deposited
before the regular pickup time and marked accordingly for delivery the next business day.
- 16 (X) **BY ELECTRONIC TRANSMISSION:** Participants in this case were served
electronically to the address of the recipient(s) as set forth below. I am readily familiar
17 with the Code of Civil Procedure and California Rules of Court for electronic service and
this document/these documents were duly served electronically in accordance with said
18 rules and regulations on the date stated above, and the transmission was reported as
complete and without error.

19 I declare under penalty of perjury under the laws of the State of California that the above is
20 true and correct. Executed on June 11, 2026, at Beverly Hills, California.

21 

22 Claudia Perez

SERVICE LIST:

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c/o Anne Dwyer, Esq.
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