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situated*

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

PABLO PINEDA ALFARO, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

CLASS LEASING, LLC, a California limited
liability company; SCHOOLHOUSE
MANUFACTURING, LLC, a Delaware
limited liability company; and DOES 1
through 50, inclusive,

Defendants.

CASE NUMBER: **CVRI 2501545**

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Provide Recovery Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay Timely Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Maintain Required Records
10. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
11. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

12. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 This is a Class Action brought by Pablo Pineda Alfaro, individually and on behalf of all
2 others similarly situated (“Plaintiff”), relating to systemic violations of California wage and hour
3 laws by his employers, Class Leasing, LLC and Schoolhouse Manufacturing, LLC (collectively
4 referred to herein as “Defendants”). Plaintiff makes the following allegations on information and
5 belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal
6 knowledge.

7 **INTRODUCTION**

8 1. Defendants design, manufacture, construct, assemble, and renovate modular
9 buildings to be sold to or rented to its customers.

10 2. As private, for-profit businesses, Defendants have implemented common policies
11 and practices that have resulted in systemic violations of California’s wage and hour laws.

12 3. Defendants maximize profits by cutting labor costs, grossly understaffing their
13 manufacturing facilities and warehouse, denying meal, rest, and recovery breaks, systematically
14 requiring off-the-clock work, and cheating their employees out of minimum and overtime wages
15 and premium payments.

16 4. Defendants have implemented unlawful written policies with respect to meal, rest,
17 and recovery periods. Defendants also require their non-exempt employees, who are informed
18 that the needs of the businesses take top priority, to work through meal, rest, and recovery
19 periods, to take untimely meal periods and to remain on call during such breaks. As a result,
20 Plaintiff and other non-exempt hourly employees have been denied the ability to take the meal,
21 rest, and recovery periods that they were and are legally entitled to take.

22 5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for
23 himself and a Class of all current and former non-exempt employees of Defendants during the
24 applicable limitations period to compensate these workers for the wages Defendants have stolen
25 from them and to protect current and future workers from being subjected to similar unlawful
26 working conditions perpetrated by Defendants.

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JURISDICTION AND VENUE

6. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California, and Defendants are licensed to do business under the laws of the State of California.

7. Venue is proper in this judicial district and the County of Riverside because Defendant Class Leasing, LLC maintains their headquarters, and Schoolhouse Manufacturing, LLC maintains their manufacturing facilities and warehouse, in the County of Riverside and Plaintiff worked in San Jacinto, California, a city located in the County of Riverside. Many other Class Members also worked for Defendant in the County of Riverside.

8. Defendants employed Plaintiff and other non-exempt hourly employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other nonexempt hourly employees.

THE PARTIES

9. Plaintiff is a citizen of the State of California and currently resides in Riverside County. During the relevant time period, Plaintiff was employed by Defendants at their manufacturing facility and given duties and responsibilities which included the manufacture of modular buildings and mobile classrooms, specifically relating to framing.

10. Plaintiff is informed and believes, and thereon alleges, that Defendant Class Leasing, LLC is, and at all times relevant hereto, was a limited liability company organized and existing under the laws of the State of California. Defendant Class Leasing, LLC is authorized to conduct business and does conduct business in the State of California.

11. Plaintiff is informed and believes, and thereon alleges, that Defendant Schoolhouse Manufacturing, LLC is, and at all times relevant hereto, was a limited liability company organized and existing under the laws of the State of Delaware. Defendant Schoolhouse Manufacturing, LLC is authorized to conduct business and does conduct business in the State of California.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are

1 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
2 employer and/or joint employer of Plaintiff and the other non-exempt hourly employees.

3 13. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
4 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
5 managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned
6 below was acting, at least in part, within the course and scope of that authority as such agent,
7 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
8 the permission and consent of the co-Defendants. Plaintiff also alleges that the acts of each
9 Defendant are legally attributable to the other Defendants.

10 14. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendant sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint
12 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendant,
13 and was acting, at least in part, within the course and scope of such employment and agency, with
14 the express and implied permission, consent and knowledge, approval and/or ratification of the
15 other Defendant. The above co-Defendant, managing agents, and supervisors, aided, abetted,
16 condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

17 **CLASS ACTION ALLEGATIONS**

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

20 All California citizens who performed work for Defendants in California
21 as non-exempt employees during the statute of limitations period.

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

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

27 A. The proposed Class is a significant number. Plaintiff is informed and
28 believes that the proposed Class consists of at least one hundred (100) current and former non-

1 exempt employees, rendering joinder impractical.

2 B. This action involves common questions of law and fact to the proposed
3 Class because the action focuses on Defendants' systematic course of illegal payroll practices
4 and policies, which was applied to all non-exempt employees in uniform violation of the
5 California Labor Code, IWC Wage Orders, and the California Business and Professions Code,
6 which prohibits unfair business practices arising from such violations. Here are a few common
7 questions of law and fact that will drive resolution of this action:

- 8 1. Whether Defendants failed to provide non-exempt employees with legally
9 compliant meal, recovery and rest periods, and whether Defendants
10 properly paid premium pay as a result of missed and non-compliant meal,
11 recovery and rest periods;
- 12 2. Whether Defendants failed to timely pay wages to non-exempt employees
13 in compliance with California law;
- 14 3. Whether Defendants' time rounding policy and practice is in violation of
15 California law;
- 16 4. Whether Defendants failed to pay overtime and minimum wages to non-
17 exempt employees in compliance with California law;
- 18 5. Whether Defendants failed to maintain required records and accurate wage
19 statements for non-exempt employees; and
- 20 6. Whether Defendants engaged in unfair and/or unlawful business practices.

21 C. Plaintiff's claims are typical of the proposed Class because Defendants
22 subjected all of its non-exempt, hourly employees to the similar and overlapping violations of the
23 California Labor Code, the applicable IWC wage order, and the California Business and
24 Professions Code.

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

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

3 **FIRST CAUSE OF ACTION**
4 **Failure to Provide Required Meal Periods**
5 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and All Applicable IWC**
6 **Wage Orders and Applicable Sections]**
7 ***(On Behalf of Plaintiff and the Class Against all Defendants)***

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

10 19. During the statute of limitations period, as part of Defendants’ unlawful policies
11 and practices to deprive their non-exempt employees of all wages earned and due, Defendants
12 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
13 their meal periods, to completely skip their meal periods, to take late and short meal periods,
14 auto-deducting meal periods, and Defendants have otherwise failed to provide the required meal
15 periods to Plaintiff and Class members as required under California Labor Code §§ 226.7, 512,
16 and § 11 of the applicable IWC Order.

17 20. Moreover, Defendants interfered with and restricted the ability of Plaintiff and
18 Class members to take meal periods by requiring them to carry cell phones and walkie-talkies
19 during meal periods, and not permitting Plaintiff and the other Class members to leave their work
20 areas when taking meal periods.

21 21. Defendants have implemented several common policies and practices that have
22 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant
23 meal periods.

24 22. Defendants grossly understaff their facilities, including but not limited to,
25 manufacturing facilities and warehouse such that Class members are given so much work to
26 complete that they regularly miss or take non-compliant meal periods. As a direct consequence
27 of this understaffing, Plaintiff and Class members have so much work to complete within their
28 scheduled shifts that they are forced to skip their meal periods altogether, to take them after
working longer than five (5) hours, to perform work during their meal periods, or return to work

1 after taking less than a thirty (30) minute meal period. Further, Defendants failed to implement a
2 meal period policy for work shifts longer than ten (10) hours or more.

3 23. Moreover, Defendants failed to implement adequate policies or procedures to
4 provide meal periods to their non-exempt employees. Among other things, Defendants
5 overworked Plaintiff and Class members and did not adequately advise them of their rights to
6 take meal periods, and systematically denied them the opportunity to take meal periods,
7 including second meal periods during shifts of ten hours or longer.

8 24. Defendants have also violated California Labor Code §§ 226.7, all applicable
9 wage orders and applicable sections, and the California Unfair Competition Law, Cal. Bus. &
10 Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members who were not
11 authorized and permitted to take a complete, timely, uninterrupted meal period, in accordance
12 with the applicable wage order, one additional hour of compensation at the proper regular rate of
13 pay for each workday that such a meal period was not authorized or permitted.

14 25. Defendants further violated California Labor Code sections 226.7, 510, 1194,
15 1197, IWC Wage Order No. 1-2001, and all applicable IWC Wage Orders, by failing to
16 compensate Plaintiff and Class members for all hours worked during their meal periods.

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

20 **SECOND CAUSE OF ACTION**
21 **Failure to Provide Required Rest Breaks**
22 **[Cal. Lab. Code §§ 226.7, 512; and All Applicable IWC Wage Orders**
23 **and Applicable Sections]**
24 ***(On Behalf of Plaintiff and the Class Against all Defendants)***

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

27 28. At all times relevant herein, as part of Defendants' illegal policies and practices to
28 deprive their non-exempt employees of all wages earned and due, Defendants failed to permit
Plaintiff and Class members to take rest breaks as required under California Labor Code §§

226.7 and 512, and § 12 of the applicable IWC Wage Order.

29. As with meal periods, Defendants' policies and practices caused Plaintiff and Class members to miss or otherwise take non-compliant rest periods by, among other things, giving them unreasonable amounts of work that had to be completed within their shift such that rest periods simply could not be taken. This was the result of systematic understaffing of their facilities. Further, as set forth above, Defendants implemented skeletal staffing policies, which resulted in the inability of Plaintiff and Class members to take compliant rest periods. In addition, Defendants did not adequately notify Plaintiff and Class members of their rights to take rest periods, and systematically denied them the opportunity to take rest periods, including all rest periods required during long shifts, which at times exceeded twelve (12) consecutive hours.

30. Defendants further violated California Labor Code § 226.7, IWC Wage Order No. 1-2001, § 12, all other applicable IWC Wage Orders and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

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

THIRD CAUSE OF ACTION

Failure to Provide Required Recovery Periods

**[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]
(On Behalf of Plaintiff and the Class against all Defendants)**

32. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 31.

33. At all times relevant herein, as part of Defendants' illegal payroll policies and practices to deprive their non-exempt employees of all wages earned and due, Defendants failed to permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Defendants were and are

1 required to provide recovery or “cooldown” periods to non-exempt employees like Plaintiff and
2 the Class members while performing manual labor in order to prevent heat illness.

3 34. Plaintiff and Class Members performing intense manual labor. This work is
4 performed over the course of many hours in temperatures regularly exceeding 86 degrees
5 Fahrenheit, and often over 100 degrees Fahrenheit. Despite these work conditions, Defendants
6 have failed to implement an adequate policy or practice of providing recovery periods to the
7 Class members. Defendants have similarly failed to make efforts to comply with heat illness
8 prevention regulations by providing places of shade for recovery periods or by supplying
9 sufficient amounts of drinking water. For example, there are times when Defendants do not
10 provide Plaintiff and Class members with drinking water. As with meal and rest breaks,
11 Defendants did not provide Plaintiff and Class members with any written documents informing
12 them of their rights to take recovery periods, and thus they did not take them.

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

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

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Pay Overtime Wages**

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

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

24 37. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 36.

26 38. Pursuant to California Labor Code §§ 510, 1194, and all applicable wage orders
27 and applicable sections, Defendants are required to compensate Plaintiff and Class members for
28 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all

1 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
2 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked
3 in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8)
4 hours on the seventh consecutive day of work in any workweek.

5 39. Plaintiff and Class members are current and former non-exempt employees
6 entitled to the protections of California Labor Code §§ 510, 1194, and all applicable IWC Wage
7 Orders. During the statute of limitations period, Defendants failed to compensate Plaintiff and
8 Class members for all overtime hours worked as required under the foregoing provisions of the
9 California Labor Code and IWC Wage Order by, among other methods: failing to pay any
10 overtime compensation; failing to properly calculate the regular rate of pay for the purposes of
11 calculating overtime pay owed and due; requiring, permitting or suffering Plaintiff and Class
12 members to work off the clock; illegally rounding time worked in an unfavorable way so as to
13 deprive Plaintiff and the Class members of wages despite the fact that Defendants maintain
14 records of all time worked; requiring, suffering, or permitting Plaintiff and Class members to
15 work through meal and rest periods but not compensating them for this time, failing to include
16 this time in all hours worked; failing to pay for travel time; failing to pay the highest regular rate
17 of pay based upon nondiscretionary bonus/commission payments; failing to pay for training
18 time; editing or otherwise manipulating the overtime hours worked, failing to pay for pre-and
19 post-shift work (including COVID screenings and donning and doffing uniforms and safety
20 equipment); failing to pay split-shift and reporting time pay premiums; and other methods to be
21 discovered.

22 40. In a short-sighted attempt to maximize profits, Defendants have understaffed their
23 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it
24 has also caused Plaintiff and Class members to perform significant amounts of work while off-
25 the-clock. Defendants knew or should have known that Plaintiff and Class members perform
26 this work off-the-clock work because managers see them doing this work well before the
27 beginning the start of their scheduled shifts.

41. Defendants have also engaged in an unlawful time rounding practice, where the time worked by Plaintiff and Class members is systematically rounded down, resulting in unpaid regular and overtime wages. Defendants implemented a rounding practice wherein they round the time worked by non-exempt employees to the nearest quarter-hour. Defendants pay Plaintiff and Class members based on rounded time despite the fact that they maintain records of all time worked.

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

43. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and all applicable IWC Wage Orders and applicable sections. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and other applicable provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FIFTH CAUSE OF ACTION

Failure to Pay Minimum and Straight Time Wages

[Cal. Lab. Code §§ 1194, 1197; All Applicable IWC Wage Orders and Applicable Sections]
(On Behalf of Plaintiff and the Class against all Defendants)

44. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 43.

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

1 46. During the statute of limitations period, the hourly rates for Plaintiff and Class
2 members were precisely at minimum wage. Based on this common practice, Defendants failed to
3 actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,
4 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,
5 rest, and recovery breaks, but not compensating them for this time, and failing to include this
6 time in all hours worked, failing to pay split-shift and reporting time pay premiums, engaging in
7 illegal and unlawful rounding practices, failing to pay for pre-and post-shift work (including
8 COVID screenings and donning and doffing uniforms and safety equipment); and other methods
9 to be discovered.

10 47. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and
11 all applicable IWC Wage Orders and applicable sections. As a proximate result of the
12 aforementioned violations, Plaintiff and other aggrieved employees have been damaged in an
13 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
14 226, 1194, 1197.1, and any other applicable law, Plaintiff and other aggrieved employees are
15 entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest,
16 penalties, attorneys' fees, expenses, and costs of suit.

17 **SIXTH CAUSE OF ACTION**
18 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
19 **[Cal. Lab. Code §§ 201, 202, 203]**
 (On Behalf of Plaintiff and the Class against all Defendants)

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

22 49. Pursuant to California Labor Code §§ 200, 201, 202, and 203, Defendants are
23 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
24 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
25 and unpaid at the time of discharge are due and payable immediately.

26 50. Furthermore, pursuant to California Labor Code § 202, Defendants are required to
27 pay all accrued wages due to an employee no later than seventy-two (72) hours after the
28 employee quits his or her employment, unless the employee provided seventy-two (72) hours

1 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
2 wages at the time of quitting.

3 51. California Labor Code § 203 provides that if an employer willfully fails to pay, in
4 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
5 discharged or who quits, the employer is liable for waiting time penalties in the form of
6 continued compensation to the employee at the same rate for up to thirty (30) workdays.

7 52. During the statute of limitations period, Defendants have willfully failed to pay
8 accrued wages and other compensation to Plaintiff and Class members in accordance with
9 California Labor Code §§ 201 and 202. Defendants do not have a sufficient policy to provide
10 Plaintiff and Class members with their final paychecks within the timeframes required under
11 California law. In addition, because Defendants has failed and continue to fail to properly
12 compensate Plaintiff and Class members for all hours worked when due, overtime wages, and
13 compensation for non-compliant meal and rest breaks, Defendants have also willfully failed and
14 continue to fail to pay accrued wages and other compensation to Plaintiff and Class members in
15 accordance with California Labor Code §§ 201 and 202.

16 53. As a result, Plaintiff and Class members are entitled to all available statutory
17 penalties, including the waiting time penalties provided in California Labor Code § 203, together
18 with interest thereon, as well as other available remedies.

19 54. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff
20 and Class members have been deprived of compensation in an amount according to proof at the
21 time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such
22 amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code
23 § 1194.

24 **SEVENTH CAUSE OF ACTION**

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

26 **[Cal. Lab. Code §§ 226; and All Applicable IWC Wage Orders and Applicable Sections]**
(On Behalf of Plaintiff and the Class against all Defendants)

27 55. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 54.

1 56. During the statute of limitations period, Defendants routinely failed to provide
2 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
3 showing each employee's gross wages earned, total hours worked, all deductions made, net
4 wages earned, and all applicable hourly rates in effect during each pay period and the
5 corresponding number of hours worked at each hourly rate, in violation of California Labor Code
6 § 226 and all applicable IWC Wage Orders and applicable sections.

7 57. Defendants' pay stubs violate Labor Code § 226 on their face by, failing to list the
8 applicable rates of pay for regular and overtime hours worked by Plaintiff and aggrieved
9 employees. Further, Defendants were and are not providing Plaintiff and other Class members
10 with proper meal, recovery and rest periods but intentionally fail to include in their wage
11 statements one (1) additional hour of compensation at their regular rates of pay for each non-
12 compliant meal period or rest break which include but not limited to, split-shifts, shift
13 differentials, nondiscretionary bonuses, etc., and failing to pay all wages due based upon
14 Defendants' illegal and unlawful rounding policy which favored Defendants despite the fact they
15 maintain records of all time worked. These are violations of Labor Code §226.

16 58. Defendants knowingly and intentionally failed to provide Plaintiff and Class
17 members with timely, accurate, and itemized wage statements in accordance with California
18 Labor Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine
19 whether they were being paid for, among other things, all of the hours they worked and at the
20 proper rates of pay.

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

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1 **EIGHTH CAUSE OF ACTION**
2 **Failure to Maintain Required Records**
3 **[Cal. Lab. Code §§ 226, 1174; and All Applicable IWC Wage Orders**
4 **and Applicable Sections]**
5 ***(On Behalf of Plaintiff and the Class against all Defendants)***

6 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 59.

8 61. During the statute of limitations period, as part of Defendants' illegal payroll
9 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
10 Defendants knowingly and intentionally failed to maintain records as required under California
11 Labor Code §§ 226, 1174, and all applicable IWC Wage Orders and applicable sections,
12 including but not limited to, the following records: total daily hours worked by each non-exempt
13 employee; applicable rates of pay; all deductions; meal periods; time records showing when each
14 non-exempt employee begins and ends each workday; split-shifts and reporting time premiums;
15 and accurate itemized wage statements.

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

23 **NINETH CAUSE OF ACTION**
24 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**
25 **[Cal. Lab. Code § 2802]**
26 ***(On Behalf of Plaintiff and the Class against Defendants)***

27 63. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 62.

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

4 65. During the Class period, Defendants knowingly and willfully failed to indemnify
5 Plaintiff and Class members for all business expenses and/or losses incurred in direct
6 consequence of the discharge of their duties while working under the direction of Defendants,
7 including but not limited to, the costs and expenses related to their uniforms and uniform
8 maintenance, tools, mileage and cellular phones, in violation of California Labor Code § 2802.

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

15 **TENTH CAUSE OF ACTION**

16 **Unfair and Unlawful Business Practices**

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

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

19 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 66.

21 68. Each and every one of Defendants' acts and omissions in violation of the
22 California Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but
23 not limited to, Defendants' failure to provide required meal and rest breaks, failure to pay proper
24 overtime compensation, unlawful rounding and requiring off-the-clock work, failure to pay all
25 wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate
26 itemized wage statements, illegal rounding, failure to pay split-shift and reporting time
27 premiums, or to maintain required records all constitute an unfair and unlawful business practice
28 under California Business and Professions Code § 17200 *et seq.*

1 69. Defendants' violations of California wage and hour laws constitute a business
2 practice because the aforementioned acts and omissions were done repeatedly over a significant
3 period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

4 70. Among other practices, Defendants have avoided payment of wages, overtime
5 wages, the provision of meal, rest, and recovery breaks, and other benefits as required by the
6 California Labor Code, the California Code of Regulations, and the applicable IWC Wage
7 Orders. Further, Defendants have failed to record, report, and pay the correct sums of assessment
8 to the state authorities under the California Labor Code and other applicable regulations.

9 71. As a result of these unfair and unlawful business practices, Defendants have
10 reaped unfair and illegal profits during the Class period at the expense of Plaintiff and Class
11 members, and members of the public. Defendants should be made to disgorge their ill-gotten
12 gains and to restore them to Plaintiff and Class members.

13 72. Defendants' unfair and unlawful business practices entitle Plaintiff and Class
14 members to seek preliminary and permanent injunctive relief, including but not limited to orders
15 that Defendants account for, disgorge, and restore to Plaintiff and Class members the wages and
16 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
17 restitution of all monies to be disgorged from Defendants in an amount according to proof at the
18 time of trial.

19 **ELEVENTH CAUSE OF ACTION**
20 **Representative Action for Civil Penalties**
21 **[Cal. Lab. Code §§ 2698-2699.5]**

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

23 73. Plaintiff incorporates herein by specific reference as though fully set forth the
24 allegations in paragraphs 1 through 72, with exception of the allegations in Paragraphs 15-17 (A)
through (D).

25 74. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code
26 § 2699(c), and is a proper representative to bring a civil action on behalf of himself, and other
27 non-exempt employees of Defendants who are California citizens, pursuant to the procedures
28

1 specified in California Labor Code § 2699.3, because Plaintiff was employed by Defendants and
2 the alleged violations of the California Labor Code were committed against Plaintiff.

3 75. As set forth fully in the above paragraphs incorporated herein, Defendants failed
4 to pay overtime wages, failed to provide the requisite meal periods, rest breaks, and recovery
5 periods (and any associated premium pay at the regular rate), failed to pay minimum wages,
6 failed to provide accurate wage statements, failure to pay all wages owed at the time of
7 termination, failed to maintain accurate employment records, and failed to indemnify the
8 aggrieved employees for reasonable business expenses in violation of California Labor Code
9 sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198 and 2802.

10 76. In addition to the foregoing violations of the California Labor Code and IWC
11 Wage Order as set forth herein, Defendants failed to implement a workplace violence prevent
12 policy at Defendants warehouses and manufacturing facilities throughout the State of California.
13 Pursuant to California Labor Code §§6401.7 and 6401.9 required Defendants to develop and
14 implement workplace violence prevention plans in accordance with newly codified Labor Code
15 section 6401.9, which sets out the requirements for the plan.

16 77. Starting July 1, 2024, Defendants were required to establish, implement, and
17 maintain a Workplace Violence Prevention Plan that includes: 1) implementation of a Workplace
18 Violence Prevention Plan; 2) maintaining a violence incidence log; 3) training program to
19 discuss and prevent workplace violence; and 4) maintain records relating to workplace violence
20 which includes, records of workplace violence hazard identifications, evaluations, and correction
21 must be created and maintained for a minimum of five years; training records must be created
22 and maintained;. incident logs; and records of workplace violence incident investigations under
23 must be maintained. Defendants knowingly and willfully failed to implement a Workplace
24 Violence Prevention Policy starting on or about July 1, 2024. Plaintiff and the other aggrieved
25 employees are entitled to recover penalties up to \$158,727 for Defendants “willful”
26 violation. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

27 78. Defendants further failed to implement an indoor health prevention policy at
28 Defendants warehouses and manufacturing facilities throughout the State of California. Pursuant

1 to California Labor Code §6721, Defendants were mandated to implement indoor heat
2 prevention standards as set forth in the recently amended §§ 3395 and 3396 of Title 8 of the
3 California Code of Regulations, otherwise known as the Maria Isabel Vasquez Jimenez heat
4 illness standard. In particular, Labor Code §3396 required Defendants to establish, implement,
5 and maintain an effective Heat Illness Prevention Plan for indoor places of employment. The
6 plan must be in writing and include procedures for water provision, access to cool-down areas,
7 temperature measurement, emergency response, and acclimatization.

8 79. Defendants failed to establish, implement and maintain an effective Heat Illness
9 Prevention Plan for both indoor and outdoor places of employment for Plaintiff and the other
10 aggrieved employees.

11 80. Defendants' failure to comply with Labor Code §6721 and the recently amended
12 Section 3395 of Title 8 of the California Code of Regulations will result in the imposition of
13 substantial civil penalties. In particular, Labor Code §6428 provides that any employer which
14 violates any occupational safety or health standard shall be assessed a civil penalty of up to
15 \$25,000 for each serious violation. An employer in the State of California which fails to
16 implement an injury prevention program can be assessed heightened penalties of up to \$124,709.
17 See, Labor Code §6429.

18 81. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
19 Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited
20 to penalties under California Labor Code §§ 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1775,
21 1199, 2802, 6401.7, 6401.9, 6428, 6429, and all applicable IWC wage order penalties, from
22 Defendants in a representative action for the violations set forth above, including but not limited
23 to violations of California Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 558, 1174, 1194,
24 1197, 1198, 1774 and 2802. Plaintiff is also entitled to an award of reasonable attorneys' fees
25 and costs pursuant to California Labor Code § 2699(g)(1).

26 82. Pursuant to California Labor Code §§ 2699.3, on January 14, 2025, Plaintiff gave
27 written notice by certified mail to the California Labor and Workforce Development Agency
28 ("LWDA") and Defendant of the specific provisions of the California Labor Code and IWC

1 Wage Orders alleged to have been violated, including the facts and theories to support the
2 alleged violations. Within sixty-five (65) calendar of the postmark date of Plaintiff's notice
3 letter, the LWDA did not provide notice to Plaintiff that it intends to investigate the alleged
4 violations. Therefore, Plaintiff has complied with all of the requirements set forth in California
5 Labor Code § 2699.3 to commence a representative action under PAGA.

6 **PRAYER FOR RELIEF**

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

- 10 1. For compensatory damages in an amount to be ascertained at trial;
- 11 2. For restitution of all monies due to Plaintiff and Class members, as well as
12 disgorged profits from the unfair and unlawful business practices of Defendants;
- 13 3. For meal and rest break compensation pursuant to California Labor Code § 226.7
14 and all applicable IWC Wage Orders and applicable sections;
- 15 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 16 5. For preliminary and permanent injunctive relief enjoining Defendants from
17 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and
18 from engaging in the unlawful business practices complained of herein;
- 19 6. For waiting time penalties pursuant to California Labor Code § 203;
- 20 7. For statutory and civil penalties according to proof, including but not limited to all
21 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 558, 1174.5,
22 1197.1, and 2699;
- 23 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
24 Labor Code §§ 218.6, 1194, California Civil Code §§ 3287, 3288, and/or any other applicable
25 provision providing for pre-judgment interest;
- 26 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
27 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other
28 applicable provisions providing for attorneys' fees and costs;

- 1 10. For declaratory relief;
- 2 11. For an order requiring and certifying the First through Eleven Causes of Action as
- 3 a class action;
- 4 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
- 5 Class counsel; and
- 6 13. For such further relief that the Court may deem just and proper.

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury

9 trial with respect to all issues triable of right by jury.

10 DATED: March 21, 2025

THE WHEELER LAW FIRM, APC

11

12 By: 

SCOTT ERNEST WHEELER
JUSTIN A. WHEELER

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14 *Attorney for Plaintiff and all other similarly*

15 *situated*

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