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Attorneys for Plaintiff
 MARICRUZ TORRES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARICRUZ TORRES, as an individual and
 on behalf of all others similarly situated,

Plaintiff,

vs.

COASTAL BUILDING SERVICES, INC., a
 California corporation; and DOES 1 through
 100, inclusive,

Defendants.

Case No.: 22STCV20308

**FIRST AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) FAILURE TO PAY ALL OVERTIME
 WAGES OWED (LABOR CODE §§ 204,
 510, 558, 1194, 1198);**
- (2) FAILURE TO REIMBURSE
 NECESSARY BUSINESS EXPENSES
 (LABOR CODE § 2802);**
- (3) FAILURE TO PROVIDE ACCURATE,
 ITEMIZED WAGE STATEMENTS
 (LABOR CODE § 226 *et seq.*);**
- (4) FAILURE TO TIMELY PAY ALL
 WAGES UPON TERMINATION
 (LABOR CODE §§ 201-203);**
- (5) UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (6) CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

FILED
 Superior Court of California
 County of Los Angeles

10/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: K. Martinez Deputy

1 Plaintiff Maricruz Torres (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Coastal Building Services, Inc., a California corporation, and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 FAC for recovery of unpaid wages and penalties under California Business and Professions Code
8 § 17200 *et seq.*, Labor Code §§ 201-203, 204, 226 *et seq.*, 510, 558, 1194, 1198, 2802, 2698 *et*
9 *seq.*, and Industrial Welfare Commission Wage Order 5 (the “Wage Order 5”), in addition to
10 seeking declaratory relief and restitution. This FAC is brought pursuant to California Code of
11 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Los Angeles. Defendants own, maintain offices, transact business, have agent(s) within
17 the County of Los Angeles, and/or otherwise are found within the County of Los Angeles, and
18 Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was a California resident. During the four years immediately preceding the filing of the
22 lawsuit in this action and within the statute of limitations periods applicable to each cause of
23 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
24 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
25 and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-203, 204,
26 226 *et seq.*, 510, 558, 1194, 1198, 2802, 2698 *et seq.*, and California Business and Professions
27 Code § 17200 *et seq.* (“Unfair Competition Law” or “UCL”); and Wage Order 5, which sets
28 employment standards for the occupations in the Public Housekeeping Industry, which includes

1 the industry in which Plaintiff worked for Defendants.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the lawsuit and continuing to the present, Defendants did (and
4 continue to do) business by offering the highest quality and most professional cleaning services
5 in all of Orange County, San Bernardino, Riverside, San Diego, Ventura, Santa Barbara, and all
6 of Southern California. Defendants employed Plaintiff and other, similarly-situated non-exempt
7 employees within Los Angeles County and the state of California and, therefore, were (and are)
8 doing business in Los Angeles County and the State of California.

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

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

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

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff, a former non-exempt employee, was employed by Defendants from
5 approximately December 2020 through in or around April 1, 2022. During her employment,
6 Plaintiff worked as a Cleaner for Defendants at a location in City of Industry, California.
7 Plaintiff's job duties included, but were not limited to, disinfecting warehouse equipment and
8 routine cleaning of the premises.

9 10. During her employment with Defendants, Plaintiff was scheduled to work from
10 6:00 a.m. until 2:30 p.m., Monday through Saturday. However, throughout Plaintiff's
11 employment, Plaintiff would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours
12 in a workweek, and in excess of 12.0 hours per day. She would also often work more than seven
13 consecutive days. Biweekly, Plaintiff was required to record her time worked on a timesheet, and
14 would often aggregate up to 100 hours of work by the end of the second week. Although Plaintiff
15 regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Plaintiff
16 did not receive legally required overtime compensation for these hours. Instead, Defendants
17 usually paid Plaintiff for hours she worked in excess of 8.0 hours in a workday and/or 40.0 hours
18 in a workweek based on her regular hourly rate, and would seldom pay Plaintiff overtime
19 compensation for these overtime hours. Due to Defendants' unlawful compensation practices,
20 Defendants failed to pay any overtime wages for hours worked in excess of 8.0 hours per workday
21 and/or 40.0 hours per workweek, and also for any hours worked on her seventh consecutive day
22 working, and have therefore deprived Plaintiff of earned overtime wages. Defendants also failed
23 to pay Plaintiff any double-time wages for hours worked in excess of 12.0 in a day and/or in
24 excess of 8.0 hours per day on the seventh consecutive day worked in a workweek.

25 11. Throughout Plaintiff's employment with Defendants, Plaintiff was required to use
26 her personal cellular phone to discharge her duties. Specifically, Defendants would regularly
27 contact Plaintiff through her personal cellular phone for a variety of required work activities,
28 including, but not limited to, checking the status of her assigned tasks. Defendants knew or

1 should have known that Plaintiff was necessarily incurring expenses due to the use of her personal
2 cellular phone in the direct discharge of her duties. Yet, despite the necessity of Plaintiff using
3 her cellular phone for work activities and Defendants knowing or should have knowing about
4 same, Plaintiff was never reimbursed for a reasonable portion of her cellular phone expenses by
5 Defendants, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th
6 1137.

7 12. As a result of Defendants' failure to pay all overtimes wages owed, Defendants
8 maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

9 13. As a further result of Defendants' failure to pay all overtime wages owed,
10 Defendants failed to pay all wages owed to Plaintiff upon her termination of employment with
11 Defendants.

12 **CLASS ACTION ALLEGATIONS**

13 14. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
14 following Classes pursuant to § 382 of the Code of Civil Procedure:

15 a. The Overtime Class consists of all of Defendants' current and former non-exempt
16 employees in California who worked more than eight hours per day and/or forty
17 hours per week and were subjected to Defendants' timekeeping policies and
18 practices, during the four years immediately preceding the filing of the lawsuit
19 through the present.

20 b. The Expense Reimbursement Class consists of all of Defendants' current and
21 former non-exempt employees in California who incurred expenses in the
22 discharge of their duties during the four years immediately preceding the filing of
23 the lawsuit through the present.

24 c. The Wage Statement Class consists of all members of the Overtime Class during
25 the one year immediately preceding the filing of the lawsuit through the present.

26 d. The Waiting Time Penalty Class consists of Defendants' formerly employed
27 members of the: (i) Overtime Class and/or (ii) Expense Reimbursement Class in
28

California, during the three years immediately preceding the filing of the lawsuit through the present.

- e. The UCL Class consists of members of the: (i) Overtime Class; (ii) Expense Reimbursement Class; (iii) Wage Statement Class; and (iv) Waiting Time Penalty Class.

15. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than forty (40) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants violated the applicable Labor Code provisions including, but not limited to §§ 510 and 1194, and the applicable Wage Order, by requiring overtime work and not paying for said work according to the overtime laws of the State of California;
- ii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- iii. Whether Defendants' policies and practices (or lack thereof) for reimbursing members of the Expense Reimbursement Class violated California law;
- iv. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful; and

1 v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive
2 business practices by and through the wage and hour policies and practices
3 described above, and whether as a result Defendants owe the classes restitution.

4 18. **Predominance of Common Questions:** Common questions of law and fact
5 predominate over questions that affect only individual members of the Classes. The common
6 questions of law set forth above are numerous and substantial and stem from Defendants' policies
7 and/or practices applicable to each individual class member, such as Defendants' uniform
8 timekeeping and expense reimbursement policies and practices. As such, the common questions
9 predominate over individual questions concerning each individual class member's showing as to
10 their eligibility for recovery or as to the amount of their damages.

11 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
12 Plaintiff was employed by Defendants as a non-exempt employee in California during the
13 statute(s) of limitations period applicable to each cause of action pled in the FAC. As alleged
14 herein, Plaintiff, like the members of the Classes, was not paid all overtime wages, was not
15 reimbursed for business expenses, was not provided with accurate, itemized wage statements, and
16 was not paid all wages due at the time of termination.

17 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
18 to represent fairly and adequately the interests of the members of the Classes. Moreover,
19 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
20 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
21 and-hour class actions in state and federal courts in the past and are committed to vigorously
22 prosecuting this action on behalf of the members of the Classes.

23 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
24 an important public interest in establishing minimum working conditions and standards in
25 California. These laws and labor standards protect the average working employee from
26 exploitation by employers who have the responsibility to follow the laws and who may seek to
27 take advantage of superior economic and bargaining power in setting onerous terms and
28 conditions of employment. The nature of this action and the format of laws available to Plaintiff

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
4 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
5 their vastly superior financial and legal resources. Moreover, requiring each member of the
6 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current employer
8 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
9 employment. Further, the prosecution of separate actions by the individual class members, even
10 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
11 with respect to the individual class members against Defendants herein; and which would
12 establish potentially incompatible standards of conduct for Defendants; and/or legal
13 determinations with respect to individual class members which would, as a practical matter, be
14 dispositive of the interest of the other class members not parties to adjudications or which would
15 substantially impair or impede the ability of the class members to protect their interests. Further,
16 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
17 individual prosecution considering all of the concomitant costs and expenses attending thereto.
18 As such, the Classes identified in Paragraph 14 are maintainable as a Class under § 382 of the
19 Code of Civil Procedure.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL OVERTIME WAGES OWED**

22 **(AGAINST ALL DEFENDANTS)**

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

24 23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194
25 and 1198, and Wage Order 5, which provide that all non-exempt employees are entitled to all
26 overtime wages for all overtime worked (hours in excess of 8 in one day and/or 40 in one week,
27 and for hours worked on a seventh consecutive day in a workweek), and provide a private right
28 of action for the failure to pay all overtime compensation for overtime work performed.

1 24. At all times relevant herein, Defendants were required to properly compensate
2 Plaintiff and the members of the Overtime Class for all overtime hours worked pursuant to
3 California Labor Code §§ 510 and 1194, and Wage Order 5. Labor Code § 510 and Wage Order
4 5, Section 3 require an employer to pay an employee “one and one-half (1½) times the regular
5 rate of pay” for work in excess of 8 hours per workday and/or in excess of 40 hours per workweek,
6 and also for the first eight hours worked on the seventh consecutive day in a workweek. Labor
7 Code § 510 and Wage Order 5, Section 3 also require an employer to pay an employee double the
8 employee’s regular rate for work in excess of 12 hours each workday and/or in excess of 8 hours
9 on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and the
10 members of the Overtime Class to work in excess of 8 hours in a workday and/or 40 hours in a
11 workweek, and/or on a seventh consecutive day in a workweek, but did not properly compensate
12 Plaintiff and the members of the Overtime Class at one and one-half their regular rate of pay
13 and/or double time pay (when required) for such hours.

14 25. The foregoing practices and policies are unlawful and create entitlement to
15 recovery by Plaintiff and the members of the Overtime Class in a civil action for the unpaid
16 amount of overtime premium owing, including interest thereon, as well as statutory penalties,
17 civil penalties, and attorneys’ fees and costs of suit, pursuant to Labor Code §§ 204, 218.5, 218.6,
18 510, 558, 1194 and 1198, Wage Order 5, California Code of Civil Procedure § 1021.5 California
19 Code of Civil Procedure § 1021.5, and Civil Code §§ 3287(b) and 3289.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

22 **(AGAINST ALL DEFENDANTS)**

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

24 27. It was necessary and at the obedience and/or direction of Defendants for Plaintiff
25 and members of the Expense Reimbursement Class to use their personal cellular phones to
26 perform their job duties, and thereby incur expenses. It was also necessary for members of the
27 Expense Reimbursement Class to necessarily incur other business expenses in the direct discharge
28 of their duties.

1 28. Defendants knew or should have known that Plaintiff and members of the Expense
2 Reimbursement Class necessarily incurred expenses as part of the use of personal cellular phones
3 for the discharge of their duties at Defendants' direction, and also incurred other business
4 expenses.

5 29. Although Plaintiff and members of the Class incurred these expenses in the direct
6 discharge of their job duties, Defendants did not reimburse these employees for such necessary
7 work expenditures during the four years preceding the filing of the lawsuit.

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

12 31. As a proximate result of Defendants' policies and/or practices in violation of Labor
13 Code §§ 2802 and 2804, and Wage Order 5, § 9, Plaintiff and members of the Expense
14 Reimbursement Class were damaged in sums, which will be shown according to proof.

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

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

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

23 **(AGAINST ALL DEFENDANTS)**

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

25 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
27 and members of the Wage Statement Class with complete and accurate wage statements with
28

1 respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total
2 net wages earned in violation of Labor Code § 226 *et seq.*

3 36. Defendants' failures in furnishing Plaintiff and members of the Wage Statement
4 Class with complete and accurate itemized wage statements resulted in actual injury, as said
5 failures led to, among other things, the non-payment of overtime wages, and deprived them of the
6 information necessary to identify the discrepancies in Defendants' reported data.

7 37. Defendants' failures create an entitlement to recovery by Plaintiff and members of
8 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
9 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
10 costs of suit according to California Labor Code § 226 *et seq.*

11 **FOURTH CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

13 **(AGAINST ALL DEFENDANTS)**

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

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

21 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due
23 to them at their separation from employment, including, unpaid overtime wages and business
24 expenses.

25 41. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
26 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
27 of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner
28 pursuant to the requirements of Labor Code §§ 201-203.

42. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

43. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

45. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to provide all required overtime wages, failing to reimburse necessary business expenses, failing to provide accurate wage statements, and failing to pay all wages owed upon termination of employment.

46. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive 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.

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

48. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

49. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf

1 of Defendants' current non-exempt employees, and to enforce important rights affecting the
2 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
3 which she is entitled to recover under Code of Civil Procedure § 1021.5.

4 **SIXTH CAUSE OF ACTION**

5 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

6 **(AGAINST ALL DEFENDANTS)**

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

8 51. Defendants have committed several Labor Code violations against Plaintiff and
9 other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor
10 Code § 2698 et seq., acting on behalf of herself and other Aggrieved Employees, brings this
11 representative action against Defendants to recover the civil penalties due to Plaintiff, the other
12 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
13 2699 (a) and (f) including, but not limited to: (1) \$250.00 for each initial violation and \$1,000.00
14 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or
15 (2) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per
16 pay period for those violations of the Labor Code for which no civil penalty is specifically
17 provided, based on the following Labor Code violations:

- 18 a) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to
19 pay Plaintiff and other Aggrieved Employees all overtime compensation earned;
20 b) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and the
21 Aggrieved Employees for all necessary expenditures incurred;
22 c) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other
23 Aggrieved Employees with accurate and compliant itemized wage statements;
24 d) Defendants violated Labor Code § 204 by failing to pay Plaintiff and other
25 Aggrieved Employees all earned wages at least twice during each calendar
26 month;
27 e) Defendants violated Labor Code § 1174 by failing to maintain accurate records
28 on behalf of Plaintiff and other Aggrieved Employees; and

f) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Plaintiff and other Aggrieved Employees.

52. On June 22, 2022, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 51 (a)-(f). Attached hereto as **Exhibit 1** is a true and correct copy of the June 22, 2022 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to recover under California Labor Code § 2699(g).

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 2802;
6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 et seq.;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to

1 Labor Code § 203;

2 8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the
3 Class of all money and/or property unlawfully acquired by Defendants by means of any acts or
4 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
5 *seq.*;

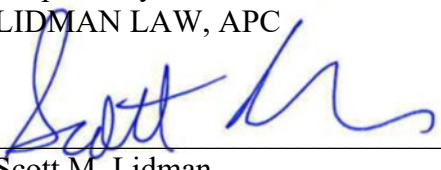
6 9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved
7 employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
8 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure
9 to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation
10 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
11 unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent
12 violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial
13 violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee
14 per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent
15 violation per employee per pay period for those violations of the Labor Code for which no civil
16 penalty is specifically provided, based on the Labor Code violations cited in Paragraph 51 (a)-(f)
17 above.

18 10. Prejudgment interest on all due and unpaid wages pursuant to California Labor
19 Code § 218.6 and Civil Code §§ 3287 and 3289;

20 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
21 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

22 12. For such other and further relief the Court may deem just and proper.

23
24 Dated: October 14, 2022

25
26 By: 
27 Scott M. Lidman
28 Attorneys for Plaintiff
MARICRUZ TORRES

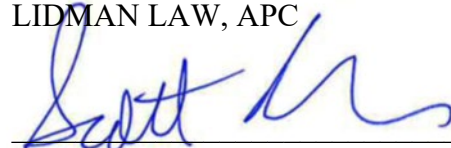
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: October 14, 2022

Respectfully submitted,
LIDMAN LAW, APC

By:



Scott M. Lidman
Attorneys for Plaintiff
MARICRUZ TORRES

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

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FAX: (424) 322-4775

June 22, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Coastal Building Services, Inc., a California
corporation
1433 W. Central Park Ave. N
Anaheim, CA 92802

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Coastal Building Services, Inc., a California
corporation
c/o Brett Dunstan, Registered Agent
14302 Raintree Road
Tustin, CA 92780

Re: *Maricruz Torres v. Coastal Building Services, Inc.*

To Whom It May Concern:

Please be advised that this law firm represents Maricruz Torres in claims arising from her employment with Coastal Building Services, Inc., a California corporation (“Defendant”). Ms. Torres is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Ms. Torres intends to pursue a lawsuit on behalf of other “Aggrieved Employees”, which should be considered to include all current and former non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Ms. Torres, a former non-exempt employee, was employed by Defendant from approximately December 2020 through in or around April 1, 2022. During her employment, Ms. Torres worked as a Cleaner for Defendant at a location in City of Industry, California. Ms. Torres’ job duties included, but were not limited to, disinfecting warehouse equipment and routine cleaning of the premises.

During her employment with Defendant, Ms. Torres was scheduled to work from 6:00 a.m. until 2:30 p.m., Monday through Saturday. However, throughout Ms. Torres’ employment, Ms. Torres would regularly work in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, and in excess of 12.0 hours per day. She would also often work more than seven consecutive days. Biweekly, Ms. Torres was required to record her time worked on a timesheet, and would often aggregate up to 100 hours of work by the end of the second week. Although Ms. Torres regularly worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek, Ms. Torres did not receive legally required overtime

compensation for these hours. Instead, Defendant usually paid Ms. Torres for hours she worked in excess of 8.0 hours in a workday and/or 40.0 hours in a workweek based on her regular hourly rate, and would seldom pay Ms. Torres overtime compensation for these overtime hours. Due to Defendant's unlawful compensation practices, Defendant failed to pay any overtime wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per workweek, and also for any hours worked on her seventh consecutive day working, and have therefore deprived Ms. Torres of earned overtime wages. Defendant also failed to pay Ms. Torres any double-time wages for hours worked in excess of 12.0 in a day and/or in excess of 8.0 hours per day on the seventh consecutive day worked in a workweek.

Throughout Ms. Torres' employment with Defendant, Ms. Torres was required to use her personal cellular phone to discharge her duties. Specifically, Defendant would regularly contact Ms. Torres through her personal cellular phone for a variety of required work activities, including, but not limited to, checking the status of her assigned tasks. Defendant knew or should have known that Ms. Torres was necessarily incurring expenses due to the use of her personal cellular phone in the direct discharge of her duties. Yet, despite the necessity of Ms. Torres using her cellular phone for work activities and Defendant knowing or should have knowing about same, Ms. Torres was never reimbursed for a reasonable portion of her cellular phone expenses by Defendant, as mandated by *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137.

As a result of Defendant's failure to pay all overtimes wages owed, Defendant maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Torres.

As a further result of Defendant's failure to pay all overtime wages owed, Defendant failed to pay all wages owed to Ms. Torres upon her termination of employment with Defendant.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Overtime Violations

Defendant was required to pay Ms. Torres and other Aggrieved Employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As described above, Defendant failed to pay any overtime wages for hours worked in excess of 8.0 hours per workday and/or 40.0 hours per workweek, and also for any hours worked on her seventh consecutive day working, and have therefore deprived Ms. Torres of earned overtime wages. Defendant also failed to pay Ms. Torres any double-time wages for hours worked in excess of 12.0 in a day and/or in excess of 8.0 hours per day on the seventh consecutive day worked in a workweek. As a result, Defendant failed to pay Ms. Torres and other Aggrieved Employees all required overtime wages.

Failure to Reimburse Business Expenses

During Ms. Torres' employment with Defendant, Ms. Torres and other Aggrieved Employees were required to use their personal cellular phone to discharge their duties. Specifically, Defendant would regularly contact Ms. Torres through her personal cellular phone for a variety of required work activities, including, but not limited to, checking the status of her assigned tasks. Defendant failed to reimburse Ms. Torres and the Aggrieved Employees for necessary work expenses, including, but not limited to, expenses related to use of their personal cell phones. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.") Ms. Torres the Aggrieved Employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

Labor Code § 226 - Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Torres and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Torres and other Aggrieved Employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime wages earned, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Torres and other Aggrieved Employees all of their final wages at the time of separation, which included, among other things, underpaid overtime wages. Pursuant to Labor Code § 203, Defendant's failure to pay all final wages due to Ms. Torres and other Aggrieved Employees was willful and, consequently, entitles Ms. Torres and other Aggrieved Employees to wages from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

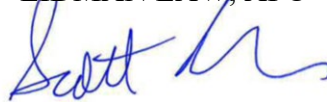
As an "aggrieved employee," Ms. Torres will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Torres' own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Torres and other Aggrieved Employees all overtime compensation earned;
- b) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Torres and the Aggrieved Employees for all necessary expenditures incurred;
- c) Defendant violated Labor Code § 226 by failing to furnish Ms. Torres and other Aggrieved Employees with accurate and compliant itemized wage statements;

- d) Defendant violated Labor Code § 204 by failing to pay Ms. Torres and other Aggrieved Employees all earned wages at least twice during each calendar month;
- e) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Torres and other Aggrieved Employees; and
- f) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Torres and other Aggrieved Employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On October 14, 2022, I served the document(s) described as: **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on the interested party(ies) in this action as follows:

Christopher P. Wesierski (SBN 086736)
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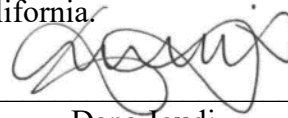
Attorneys for Defendant
COASTAL BUILDING SERVICES, INC.

☒ (BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served on counsel of record at the electronic service addresses listed above by transmission to Case Anywhere.

☐ (BY MAIL) I am "readily familiar" with Lidman Law, APC's practice of collection and processing correspondence for mailing. I enclosed the document(s) in a sealed envelope or package addressed to the persons at the address(es) listed above. Under the practice the correspondence would be deposited with the U.S. postal service on the same day with postage thereof fully prepaid at El Segundo, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 14, 2022, at El Segundo, California.



Dana Joudi