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ERICK RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ERICK RAMIREZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

AZTECS TELECOM, INC., a California
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 25STCV04194

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

- 1. MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 204, 558, 1182.12,
1192, 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. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 7. FAILURE TO REIMBURSE
BUSINESS EXPENSES (LABOR
CODE §§ 2802, 2804);**
- 8. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 9. 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
04/21/2025
David W. Strydom, Executive Officer/Clerk of Court
By: M. Arellanes Deputy

1 Plaintiff Erick Ramirez (“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, brings this Class and Representative Action Complaint against Aztecs Telecom, Inc.
4 and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief
5 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, brings this
9 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, 226, 226.7, 510,
11 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804; and Industrial
12 Welfare Commission Wage Order No. 16 (“Wage Order 16”), in addition to seeking declaratory
13 relief and restitution. This class action is brought pursuant to Code of Civil Procedure § 382. This
14 Court has jurisdiction over Defendants’ Labor Code violations as the amount in controversy
15 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,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of this action and within the statute of limitations periods applicable to each cause of
26 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
27 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
28 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-

204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2804; California Business & Professions Code § 17200, *et seq.* (Unfair Competition), and Wage Order 16, which sets employment standards for the construction industry, which includes telecommunications installation.

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

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and believes, and thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 23) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course 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 (as defined in Paragraph 23).

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants provide telecommunication installation services in several areas in
5 California, including (but not limited to) Los Angeles, Riverside, and San Diego counties.
6 Plaintiff was employed by Defendants as a non-exempt Installer until in or about March 2025.

7 10. During his employment with Defendants, Defendants have required Plaintiff and
8 other employees to incur business expenses without reimbursement. Specifically, Plaintiff and
9 other employees have been required to provide and maintain their own work tools, including (but
10 not limited to) screwdrivers, drills, cutting pliers, knives, wrenches, scissors, cable cutters, levels,
11 and other tools. This has come at a significant cost to Plaintiff, who has spent money out-of-
12 pocket to purchase these tools. Plaintiff estimates that the tools he uses regularly for work are
13 worth in excess of \$1,000. And, Plaintiff continues to spend money out-of-pocket on such tools,
14 since many of them need to be replaced regularly. At all relevant times, Plaintiff did not earn
15 double the minimum wage, and therefore the exception found in Section 8(B) of Wage Order 16
16 does not apply to Plaintiff. On information and belief, many of Defendants' other employees have
17 also been required to provide their own tools and have not been paid double the minimum wage
18 during the putative class period.

19 11. As a result of Defendants' failure to provide and maintain tools that are required
20 for Plaintiff and other employees to perform their work for Defendants, Plaintiff and other
21 employees are entitled to reimbursement for those tools as well as the cost to maintain them, plus
22 interest on said amounts, pursuant to Labor Code § 2802.

23 12. During his employment with Defendants, Plaintiff has worked more than 8.0 hours
24 in a workday and/or over 40.0 hours in a workweek, but Defendants have failed to pay Plaintiff's
25 overtime wages at 1.5 times his "regular rate" of pay. Specifically, in addition to his hourly wages,
26 Plaintiff sometimes is paid bonuses, per diem payments, and/or other forms of compensation that
27 cannot be excluded from the regular rate (these forms of pay shall be referred to herein
28 collectively as "Incentive Pay"), but Defendants fail to incorporate Incentive Pay into the regular

1 rate when calculating overtime compensation, resulting in underpaid overtime wages. For
2 example, in the pay period of November 18 to December 1, 2024, Plaintiff's wage statement
3 reflects that he worked 1.8 hours of overtime and also was paid \$256.00 in per diem pay (noted
4 as "PDIEM" on his wage statement). However, Defendants paid Plaintiff's overtime wages at
5 \$30.00 per hour, which was 1.5 times his *base* hourly rate of \$20.00, not 1.5 times his "regular
6 rate" of pay. Similarly, Plaintiff received a quarterly bonus of \$175.00 in November 2024, but
7 Defendants failed to incorporate that bonus into Plaintiff's regular rate of pay when calculating
8 and paying his overtime and double-time wages for the relevant time period. On information and
9 belief, Defendants have likewise underpaid overtime and/or double-time wages to their other non-
10 exempt employees during the putative class period by failing to incorporate the value of Incentive
11 Pay in the regular rate of pay when calculating overtime and/or double-time wages.

12 13. Defendants have also failed to provide meal periods to Plaintiff and other non-
13 exempt employees as required under California law. Meal periods have frequently been provided
14 late (i.e., beginning after 5 hours of work), and second meal periods are rarely provided on shifts
15 over 10 hours. For example, although Plaintiff and many other non-exempt employees frequently
16 clock in prior to 5:00 a.m., Defendants only allow them to take their meal periods at 10:00 a.m.
17 or later, which is more than 5 hours into the shift. In order to avoid paying meal period premiums,
18 however, Defendants have instructed Plaintiff and other non-exempt employees to clock out prior
19 to the end of the fifth hour of work even though they were not provided the meal period at that
20 time. Indeed, management has sent messages to Plaintiff and other employees instructing them to
21 fix their timecards to correct missed lunch breaks, late lunch breaks, and/or missed second
22 lunches. In addition, on shifts over 10.0 hours, Defendants fail to provide a second 30-minute
23 meal period (although, again, in order to avoid incurring meal period penalties, Defendants
24 instruct Plaintiff and other employees to clock out for a second meal period).

25 14. While Defendants have paid some meal period premiums (discussed *infra*),
26 Defendants generally have failed to pay the meal period premiums required by Labor Code §
27 226.7 – *even where employee time records reflect meal period violations*. For example, in the
28 pay period of December 2-15, 2024, Plaintiff's time records reflect a late meal period on

December 9, 2024 and on December 10, 2024, yet Plaintiff's wage statement for that pay period reflects that he was not paid any meal period premiums.

15. Similarly, in the pay period of September 23 to October 6, 2024, Plaintiff's time records reflect a late meal period and/or a missing second meal period on 5 different workdays: September 25, 2024 (late meal period), September 26, 2024 (late second meal period), September 27, 2024 (late meal period and no second meal period), September 30, 2024 (late meal period), and October 3, 2024 (late meal period). However, Plaintiff's wage statement for that pay period reflects that he was only paid 2 meal period premiums.

16. Moreover, despite failing to provide meal periods, Defendants would instruct Plaintiff and other non-exempt employees to clock out for a meal period (or second meal period) even though they didn't actually take one. This practice has resulted in Plaintiff and other non-exempt employees not being paid for those 30 minutes which should have been paid, by effectively deducting this time from their wages. This has resulted in unpaid wages, including unpaid minimum wages and overtime wages.

17. As noted above, Defendants have paid some meal period premiums, but those premiums are not always paid at employees' "regular rate of compensation" as required under Labor Code § 226.7. For example, in the pay period of September 23 to October 6, 2024 mentioned above, Plaintiff worked a number of hours at rates of pay that were higher than his base rate of pay. However, rather than pay meal period premiums at a weighted average rate of pay as required when an employee works at multiple rates of pay, the meal period premiums Defendants paid to Plaintiff in this pay period, noted as "CAMPR" on the wage statement, were each paid at \$20.00, which was Plaintiff's *base* rate of pay. Thus, Defendants have failed to pay meal period premiums at Plaintiff's and other non-exempt employees' "regular rate of compensation" under Labor Code § 226.7. *See Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal.5th 858 (2011) (holding that "regular rate of compensation" in Labor Code § 226.7 has the same meaning as "regular rate of pay" in Labor Code § 510).

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18. Defendants have also failed to authorize and permit compliant rest periods to Plaintiff and other non-exempt employees. Rather than authorize and permit rest periods in the middle of each work period, Defendants would instruct Plaintiff and other employees to tack on their rest periods to their meal periods, even though there is no legitimate business reason, nor anything about the flow of work, that would prevent Defendants from authorizing and permitting rest periods in the middle of each work period. Nor have Defendants authorized and permitted a third rest period on shifts over 10 hours.

19. Despite failing to authorize and permit compliant rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest period premiums required by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants have maintained no payroll code or other mechanism for paying rest period premiums when Defendants failed to authorize and permit a legally compliant rest period.

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.

21. As a further result of Defendants' unlawful practices, Defendants have failed to timely pay all final wages due to Plaintiff and other former employees, including but not limited to unpaid minimum wages, overtime wages, and meal and rest period premium wages.

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

CLASS ACTION ALLEGATIONS

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

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

b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0

hours in a workweek, and who (i) earned Incentive Pay in a corresponding time period and/or (ii) were subject to Defendants' timekeeping and payroll practices, at any time from four years prior to the filing of this action through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, and/or at least one shift in excess of 10.0 hours, at any time from four years prior to the filing of this action through the present.

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

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

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

g. The Expense Reimbursement Class consists of all of Defendants' employees who were required to use and/or maintain their personal property for work-related purposes, including but not limited to personal tools, at any time from four years prior to the filing of this action through the present.

24. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than one hundred (100) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

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

- 5 i. Whether Defendants paid members of the Minimum Wage Class at least
6 the applicable minimum wage for all hours worked;
- 7 ii. Whether Defendants' timekeeping and payroll practices violate the
8 applicable Labor Code provisions including, but not limited to, §§ 510 and
9 1194 by requiring overtime work and not paying the Overtime Class for
10 said work according to California's overtime laws;
- 11 iii. Whether Defendants provided legally compliant meal periods to members
12 of the Meal Period Class;
- 13 iv. Whether Defendants authorized and permitted legally compliant rest
14 periods to members of the Rest Period Class;
- 15 v. Whether Defendants furnished legally compliant wage statements to
16 members of the Wage Statement Class pursuant to Labor Code § 226;
- 17 vi. Whether Defendants timely paid all final wages to members of the Waiting
18 Time Class; and
- 19 vii. Whether Defendants properly reimbursed expenses incurred by members
20 of the Expense Reimbursement Class.

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

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

8 28. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
9 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
10 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
12 actions in state and federal courts in the past and are committed to vigorously prosecuting this
13 action on behalf of the members of the Classes.

14 29. **Superiority:** The California Labor Code is broadly remedial in nature and serves
15 an important public interest in establishing minimum working conditions and standards in
16 California. These laws and labor standards protect the average working employee from
17 exploitation by employers who have the responsibility to follow the laws and who may seek to
18 take advantage of superior economic and bargaining power in setting onerous terms and
19 conditions of employment. The nature of this action and the format of laws available to Plaintiff
20 and members of the Classes make the class action format a particularly efficient and appropriate
21 procedure to redress the violations alleged herein. If each employee were required to file an
22 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
23 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
24 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
25 an individual remedy would discourage the assertion of lawful claims by employees who would
26 be disinclined to file an action against their former and/or current employer for real and justifiable
27 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
28 prosecution of separate actions by individual class members would create a substantial risk of

1 inconsistent or varying verdicts or adjudications with respect to the individual class members
2 against Defendants herein; and which would establish potentially incompatible standards of
3 conduct for Defendants. Further, the claims of individual Class members are not large enough to
4 warrant individual prosecution considering all of the concomitant costs and expenses attending
5 thereto. As such, the Classes identified herein maintainable under Code of Civil Procedure § 382.

6 **FIRST CAUSE OF ACTION**

7 **MINIMUM WAGE VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

10 31. Wage Order 16 and Labor Code §§ 1197 and 1182.12 establish employees' right
11 to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§
12 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage
13 as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees,
14 costs of suit, liquidated damages in an amount equal to the unpaid wages, and interest.

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

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

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

35. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, interest, statutory penalties, and attorneys' fees and costs of suit, per Labor 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)

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

37. 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 overtime.

38. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 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 any 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 day of work in the 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 for such hours.

39. 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)

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

41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide their non-exempt employees, including Plaintiff and Meal Period Class members, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 16, and failed to pay meal period premiums at the “regular rate of compensation,” for the reasons set forth in this Complaint.

42. 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)

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

44. 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.

45. 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.

46. 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.

1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

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

5 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
7 and the Wage Statement Class with accurate and complete itemized wage statements that
8 included, among other requirements, all hours worked, all hours worked at each rate of pay, and
9 all wages earned, in violation of Labor Code § 226.

10 49. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
11 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
12 among other things, the non-payment of all their wages and meal and rest period premium wages,
13 and deprived them of the information necessary to identify and reconcile the discrepancies in
14 Defendants' reported data.

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

19 **SIXTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(AGAINST ALL DEFENDANTS)**

22 51. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

1 53. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
3 at their separation from employment, including (but not limited to) unpaid minimum wages and
4 overtime and double-time wages.

5 54. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
6 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
7 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
8 to the requirements of Labor Code §§ 201-203.

9 55. Defendants' failure to pay all final wages was willful within the meaning of Labor
10 Code § 203. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
11 Time Class their earned wages upon separation from employment results in a continued payment
12 of daily wages up to thirty days from the time the wages were due. Plaintiffs and members of the
13 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
14 attorneys' fees and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

17 **(AGAINST ALL DEFENDANTS)**

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

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

23 58. At all relevant times, Defendants were subject to Labor Code § 2804, which states,
24 "any contract or agreement, express or implied, made by any employee to waive the benefits of
25 this article or any part thereof, is null and void, and this article shall not deprive any employee or
26 his personal representative of any right or remedy to which he is entitled under the laws of this
27 State."

28 ///

59. Due to Defendants' unlawful policy and practice of requiring employees to use their personal property, including but not limited to personal tools, for work purposes and their failure to reimburse Plaintiff and members of the Expense Reimbursement Class, Defendants have violated Labor Code § 2802.

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

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

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

EIGHTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

64. 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, failing to timely pay final wages, and failing to reimburse business expenses.

65. 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.

66. 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.

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

68. 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.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

70. Defendants have committed several Labor Code violations against Plaintiff and other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor Code § 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 penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, 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 meal periods to Plaintiff and other aggrieved employees, and failing to pay meal period premiums at the regular rate of compensation to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit rest periods to Plaintiff and other aggrieved employees, and failing to pay rest period premiums at the regular rate of compensation 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;
- g. Failing to maintain accurate records of the hours worked and meal periods taken by Plaintiffs and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

71. On or about February 14, 2025, Plaintiff notified Defendant Aztecs Telecom, Inc. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 70 (a)-(g) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

1 **PRAYER FOR RELIEF**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
9 1197, and 1198;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for waiting time penalties pursuant to Labor Code
19 § 203;
- 20 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
21 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;
- 25 12. Upon the Ninth Cause of Action, for any and all civil penalties available to Plaintiff,
26 the State of California, and other aggrieved employees under the Private Attorneys General Act,
27 as well as injunctive relief under the Private Attorneys General Act prohibiting Defendants from
28 engaging in the unlawful conduct alleged herein;

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

4 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
5 226(e), 1194 *et seq.*, 2699(k), 2802(c), Code of Civil Procedure § 1021.5, and all other applicable
6 statutes; and

7 15. For such other and further relief the Court may deem just and proper.

8
9 Date: April 21, 2025

MARQUEE LAW GROUP, APC

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12 Tuvia Korobkin
13 Attorneys for Plaintiff

14 **DEMAND FOR JURY TRIAL**

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

16
17 Date: April 21, 2025

MARQUEE LAW GROUP, APC

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20 Tuvia Korobkin
21 Attorneys for Plaintiff
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