

Assigned for All Purposes

Judge Layne H. Melzer

CX-102

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on behalf of the State of California and all Aggrieved Employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 ADAN SERRANO, on behalf of the State of  
12 California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15 PORTERMATT ELECTRIC, INC., a  
16 California Corporation; and DOES 1-100,  
17 inclusive,

18 Defendants.

Case No.: 30-2025-01480077-CU-OE-CXC

**PLAINTIFF'S REPRESENTATIVE  
COMPLAINT FOR VIOLATION OF  
THE PRIVATE ATTORNEYS  
GENERAL ACT, CAL. LABOR CODE  
SECTIONS 2698, et seq.**

1 Plaintiff, ADAN SERRANO, (“PLAINTIFF”), on behalf of the State of California and all  
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants  
3 PORTERMATT ELECTRIC, INC., a California Corporation; and DOES 1-100, inclusive,  
4 (collectively referred to herein as “DEFENDANTS”). PLAINTIFF is informed and believes and  
5 thereon alleges as follows:

### 6 **INTRODUCTION**

7 1. This is a representative action filed by PLAINTIFF on behalf of all Aggrieved  
8 Employees and the State of California against DEFENDANTS, pursuant to California’s Private  
9 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for  
10 DEFENDANTS’ violations of the California Labor Code as alleged below.

### 11 **JURISDICTION AND VENUE**

12 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to  
13 California statutes, including but not limited to the PAGA, and decisional law and regulations.

14 3. Venue is proper in this judicial district and the County of Orange pursuant to  
15 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within  
16 this judicial district, DEFENDANTS maintain its principal place of business in this judicial district,  
17 DEFENDANTS assigned PLAINTIFF to work in this judicial district, and conduct alleged by  
18 PLAINTIFF herein occurred in this judicial district. *See also Crestwood Behavioral Health, Inc. v.*  
19 *Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where  
20 the defendants committed Labor Code violations against some of its employees). Venue is also  
21 proper pursuant to section 393 of the California Code of Civil Procedure because the cause, or some  
22 part of the cause, arose in the County of Orange.

### 23 **THE PARTIES**

24 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of  
25 California and a citizen of the State of California.

26 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job  
27 title(s) of journeyman electrician and/or a similar title(s) and/or job position(s) from in or around  
28 January 2022 through in or around December 2024.

6. During the liability period, at times, PLAINTIFF was paid an hourly rate of \$32.00, and, at other times, PLAINTIFF was paid an hourly rate of \$33.00.

7. Defendant, PORTERMATT ELECTRIC, INC., is a California Corporation that, at all relevant times, was authorized to do business within the State of California and is doing business in the State of California.

8. DEFENDANTS own, operate, manage and/or staff its employees to work at the commercial buildings, offices, facilities and/or other location(s) in California, including but not limited to, in Orange County, California. DEFENDANTS, through its various locations, serve the commercial electrical industry.<sup>1</sup>

9. The true names and capacities of the DOE Defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to amend this Complaint to reflect the true names and capacities of the Doe Defendants when such identities become known.

10. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

## JOINT LIABILITY

11. Under California law, the definition of the terms “to employ” are broadly construed

<sup>1</sup> See <https://portermatt.com/>. Last visited on April 26, 2023.

1 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to  
2 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)  
3 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49  
4 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control  
5 was to reach situations in which multiple entities control different aspects of the employment  
6 relationship. Supervision of the work, in the specific sense of exercising control over how services  
7 are properly performed, is properly viewed as one of the “working conditions” mentioned in the  
8 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a  
9 temporary employment agency) hires and pays a worker, and the other entity supervises the work.  
10 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in  
11 California, applying a less stringent standard to what constitutes sufficient control by a business  
12 over its vendor’s employees’ wages and working conditions to render that business liable as a joint  
13 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative  
14 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the  
15 wages, hours, or working conditions of the employee, that is a sufficient showing of joint  
16 employment,” *Id.* at 875 [emphasis added].

17 12. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFF and the  
18 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of  
19 the Wage Orders, under the alternative definitions of “to employ” adopted by the California  
20 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control  
21 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)  
22 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged  
23 PLAINTIFF and Aggrieved Employees to work for them.

24 13. PLAINTIFF is informed and believes and thereon alleges that at all relevant times  
25 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized  
26 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices  
27 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same  
28 policies and practices regardless of the location(s) where they worked. Among other things,

1 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,  
2 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control  
3 over the day-to-day operations and employment matters, including the power to hire and fire, set  
4 schedules, issue employee policies, and determine rates of compensation across its locations in  
5 California; (3) DEFENDANTS utilize the same policies and procedures for all California  
6 employees, including issuing the same employee handbooks and other form agreements; (4)  
7 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee  
8 employment matters; and, (6) DEFENDANTS share employees.

9       14. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant  
10 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved  
11 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that  
12 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'  
13 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved  
14 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved  
15 Employees.

16       15. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a  
17 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,  
18 time-keeping practices, meal and rest periods, reimbursement of business expenses and other  
19 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved  
20 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of  
21 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively  
22 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of  
23 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's  
24 and Aggrieved Employees' employment with or without cause. Upon information and belief,  
25 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in  
26 writing the details of their compensation, and the manner in which they were to take meal and rest  
27 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked  
28 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS

1 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

2 16. Thus, DEFENDANTS collectively exercised the right to control the wages, hours  
3 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS  
4 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved  
5 Employees' employment, including the instrumentality that resulted in the illegal conduct for which  
6 PLAINTIFF seeks relief in this Complaint.

7 17. By reason of their status as joint employers of PLAINTIFF and Aggrieved  
8 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor  
9 Code and applicable Wage Orders as to all Aggrieved Employees.

10 **PAGA ALLEGATIONS**

11 18. PLAINTIFF brings this action under the PAGA, as a representative action on behalf  
12 of the State of California and all Aggrieved Employees, regarding violations of the California Labor  
13 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the  
14 following:

15 All current and former non-exempt employees that worked either directly or via a  
16 staffing agency for any one or more DEFENDANTS at any location in California at  
17 any time from one year plus 65 days from the filing of the initial Complaint through  
18 the present ("PAGA Period").

19 19. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code  
20 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory  
21 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,  
22 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the  
23 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has  
24 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as  
25 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged  
26 violations.

27 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

28 20. PLAINTIFF, on February 11, 2025, through counsel, gave written notice by online

1 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that  
2 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged  
3 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via  
4 certified mail.

5 21. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California  
6 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved  
7 Employees.

8 22. The LWDA did not provide notice of its intention to investigate DEFENDANTS’  
9 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the  
10 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.  
11 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.  
12 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

13 23. PLAINTIFF seeks to recover the PAGA civil penalties through a representative  
14 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46  
15 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

### 16 **FACTUAL ALLEGATIONS**

17 24. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees  
18 worked for DEFENDANTS in the State of California. At all times referenced herein,  
19 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or  
20 permitted them to work.

21 25. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with a job  
22 title(s) of journeyman electrician and/or a similar title(s) and/or job position(s) from in or around  
23 January 2022 through in or around December 2024.

24 26. PLAINTIFF regularly worked at least approximately eight (8) to nine (9) hours per  
25 day, at least five (5) days per week.

26 27. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by  
27 DEFENDANTS as hours worked.

28 28. Based on information and belief, PLAINTIFF and other Aggrieved Employees were

1 at times also compensated with non-discretionary compensation, including, but not limited to, shift  
2 differential pay and/or other non-discretionary compensation.

3         29. During the liability period, PLAINTIFF was required to complete pre-shift and post-  
4 shift off-the-clock work resulting in the underpayment of minimum wages and overtime wages  
5 owed. DEFENDANTS required PLAINTIFF to monitor a work communication device during  
6 purportedly off-duty, unpaid meal periods, and at times, PLAINTIFF was forced to take late meal  
7 periods and short meal periods/meal periods that were less than thirty (30) minutes long.  
8 PLAINTIFF was also required to work during rest periods. DEFENDANTS failed to accurately  
9 accrue paid sick leave, resulting in the miscalculation and underpayment of owed sick leave. As a  
10 result of DEFENDANTS' failure to compensate PLAINTIFF for all earned minimum wages and  
11 overtime wages, accurately accrue owed sick leave and pay all owed meal and rest period premiums,  
12 DEFENDANTS failed to issue PLAINTIFF accurate itemized wage statements. PLAINTIFF was  
13 also required to incur vehicle and cell-phone related business expenses without being reimbursed  
14 by DEFENDANTS as required under California law. Furthermore, DEFENDANTS failed to timely  
15 issue PLAINTIFF a final paycheck containing all wages owed upon separation of employment.

16         30. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate  
17 PLAINTIFF and Aggrieved Employees for all hours worked, resulting in the underpayment of  
18 minimum and overtime wages. DEFENDANTS failed to compensate PLAINTIFF and Aggrieved  
19 Employees for all hours worked by virtue of, DEFENDANTS' failure to relieve employees of all  
20 duties/employer control during unpaid meal periods and other off-the-clock work practices, as  
21 explained below.

22         31. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'  
23 mandated off-the clock work policies and/or practices.

24         32. For example, at times, PLAINTIFF was required to complete pre-shift off-the-clock  
25 work, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and the  
26 underpayment of wages owed.

27         33. For example, DEFENDANTS required PLAINTIFF to spend time travelling  
28 between/around DEFENDANTS' facilities and/or travelling from the entrance of the job site to

1 PLAINTIFF's workstation. This time spent under DEFENDANTS' control was not recorded and  
2 not compensated, at times resulting in at least approximately ten (10) to fifteen (15) minutes of off-  
3 the-clock work and the underpayment of minimum and overtime wages owed.

4 34. PLAINTIFF was also required to complete additional pre-shift off-the-clock work  
5 tasks which resulted in the further underpayment of wages owed.

6 35. Additionally, PLAINTIFF was required to complete work tasks after clocking out  
7 for the end of PLAINTIFF's shift, resulting in off-the-clock work and the underpayment of wages.

8 36. For example, PLAINTIFF was required to spend time removing PLAINTIFF's work  
9 uniforms/protective gear as well as returning tools to DEFENDANTS' designated locations after  
10 clocking out for the end of PLAINTIFF's shift, resulting in post-shift off-the-clock work and the  
11 underpayment of wages owed.

12 37. Also, at times, DEFENDANTS required PLAINTIFF to undergo a security check  
13 after PLAINTIFF had clocked out for the end of PLAINTIFF's shift, resulting in DEFENDANTS'  
14 failure to compensate PLAINTIFF for all hours worked and the underpayment of wages.

15 38. PLAINTIFF was also required to complete off-the-clock work outside of scheduled  
16 shifts due to work-related phone calls and/or messages PLAINTIFF received to PLAINTIFF's  
17 phone and/or personal device and was required to respond to, including but not limited to,  
18 communications from supervisors regarding scheduling and/or other work tasks, resulting in the  
19 underpayment of wages owed to PLAINTIFF.

20 39. For example, PLAINTIFF was often required to complete off-the-clock work outside  
21 of scheduled shifts due to work-related calls and text messages PLAINTIFF received from  
22 PLAINTIFF's supervisor and was required to respond to, including, communications regarding  
23 work scheduling and/or other work tasks, resulting in off-the-clock work and the underpayment of  
24 wages owed to PLAINTIFF.

25 40. Furthermore, DEFENDANTS required PLAINTIFF to monitor a work  
26 communication device so that PLAINTIFF could respond as needed during unpaid meal periods,  
27 resulting in DEFENDANTS' failure to relieve PLAINTIFF of all duties and DEFENDANTS'  
28 control during unpaid meal periods and the underpayment of wages owed.

1           41.     DEFENDANTS' failure to pay for all time worked by virtue of its off-the-clock work  
2 practices and policies resulted in the underpayment of minimum wages owed to PLAINTIFF and  
3 Aggrieved Employees as well as unpaid overtime wages for those Aggrieved Employees who  
4 worked more than eight (8) hours in a day and/or more than forty (40) hours in a week.

5           42.     Based on information and belief, DEFENDANTS had actual and/or constructive  
6 knowledge that its off-the-clock work policies and practices resulted in the underpayment of  
7 minimum wages and overtime wages owed to Aggrieved Employees, in violation of California's  
8 minimum and overtime wage laws.

9           43.     Based on information and belief, DEFENDANTS failed to incorporate all non-  
10 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive  
11 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used  
12 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime  
13 wages owed to PLAINTIFF and other Aggrieved Employees.

14           44.     For example, PLAINTIFF earned an hourly rate of \$32.00 but at times was paid a  
15 \$1.00 shift differential for the night shift for a total of \$33.00 per hour. DEFENDANTS failed to  
16 incorporate the shift differential into the regular rate of pay used to calculate the owed overtime  
17 rate(s), resulting in the miscalculation and underpayment of overtime wages owed to PLAINTIFF.

18           45.     **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently  
19 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,  
20 PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute  
21 first meal periods. Aggrieved Employees were consistently suffered and permitted to take meal  
22 periods past the fifth hour of work and/or had their meal periods interrupted, cut short, restricted to  
23 DEFENDANTS' premises and/or otherwise on duty due to commentary from supervisors,  
24 understaffing, the nature and constraints of their job duties, and/or the need to meet DEFENDANTS'  
25 goals and expectations.

26           46.     For example, DEFENDANTS required PLAINTIFF to monitor a work-  
27 communication device so that PLAINTIFF could return to work as needed during unpaid meal  
28 periods. As such PLAINTIFF was not relieved of all duties and DEFENDANTS' control during

1 unpaid meal periods, resulting in consistently denied meal periods.

2 47. Also, at times, PLAINTIFF was forced to take late meal periods (i.e. after the fifth  
3 hour of work) due to the need to continue completing assigned job duties.

4 48. PLAINTIFF was also required to cut meal periods short/take a meal period of less  
5 than thirty (30) minutes due to the need to complete assigned job duties.

6 49. As described herein, DEFENDANTS implemented policies and/or practices that  
7 failed to relieve Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal  
8 periods such as, requiring Aggrieved Employees to monitor work communication devices during  
9 unpaid meal periods.

10 50. Also, DEFENDANTS required Aggrieved Employees to complete off-the-clock  
11 work prior to their scheduled shift time which based on information and belief DEFENDANTS  
12 failed to take into account when scheduling any meal periods for Aggrieved Employees. Based on  
13 information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock  
14 work.

15 51. Based on information and belief, DEFENDANTS had actual and/or constructive  
16 knowledge that its policies and practices resulted in the denial of meal periods which were free of  
17 DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees, in violation of  
18 California's meal period laws.

19 52. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an  
20 additional hour of wages at their respective regular rates of compensation for each workday a lawful  
21 meal period was not provided. DEFENDANTS either failed to pay a meal period premium at all for  
22 each workday a lawful meal period was not provided and/or failed to pay the proper meal period  
23 premium for failure to incorporate all non-discretionary remuneration, including but not limited to,  
24 shift differential pay and/or other non-discretionary compensation into the regular rate or  
25 compensation for purposes of calculating the owed meal period premium.

26 53. For example, DEFENDANTS' 2024 wage statements for PLAINTIFF do not show  
27 the payment of a single meal period premium even though PLAINTIFF did not always receive  
28 legally compliant meal periods.

1           **54. Rest Period Violations.** DEFENDANTS did not properly authorize and permit  
2 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every  
3 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the  
4 middle of the work period, as required by law.

5           **55.** For example, PLAINTIFF and other Aggrieved Employees were at times unable to  
6 take compliant rest periods due to their need to complete assigned job duties, were unable to take a  
7 net ten-minute rest period in a suitable rest area and/or had purported rest periods restricted to  
8 DEFENDANTS' premises/their assigned work locations/workstations.

9           **56.** For example, at times, PLAINTIFF had to work through rest periods. Other times,  
10 PLAINTIFF was forced to cut rest periods short or was interrupted during rest periods due to lack  
11 of coverage and/or the need to complete assigned job duties.

12           **57.** Furthermore, DEFENDANTS failed to pay a rest period premium for each day in  
13 which PLAINTIFF and other Aggrieved Employees experienced a missed/unlawful rest period in  
14 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each  
15 workday a proper rest period was not provided and/or failed to pay the proper rest period premium  
16 for failure to incorporate all non-discretionary remuneration, including but not limited to, bonuses,  
17 shift differential pay, and/or other non-discretionary compensation into the regular rate of  
18 compensation for purposes of calculating the owed rest period premium.

19           **58.** For example, DEFENDANTS' wage statements issued to PLAINTIFF during the  
20 liability period do not show the payment of a single rest period premium even though PLAINTIFF  
21 was often required to work during rest periods.

22           **59. Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed  
23 to provide proper paid sick leave to PLAINTIFF. DEFENDANTS improperly calculated the sick  
24 leave accrual and the sick leave rate of pay owed to PLAINTIFF by including but not limited to,  
25 failing to base the accrued sick leave hours on the correct number of hours worked (as a result of  
26 the off-the-clock work) and by failing to incorporate multiple rates of pay and/or all non-  
27 discretionary remuneration, including but not limited to, non-discretionary bonuses, shift  
28 differential pay, and/or other non-discretionary compensation into the sick leave pay rate

1 calculation.

2         60. For example, besides failing to base the accrued sick leave hours on the correct  
3 number of hours worked due to DEFENDANTS' off-the-clock work policies and practices  
4 described herein, DEFENDANTS improperly calculated the sick leave pay rate owed to  
5 PLAINTIFF by paying sick leave at a rate lower than PLAINTIFF's base hourly rate. For example,  
6 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on 8/18/24 and ending  
7 on 8/24/24 lists a sick time rate of 32.00, which is *lower* than PLAINTIFF's base hourly rate of  
8 \$33.00. As such, DEFENDANTS improperly calculated the sick leave rate of pay owed to  
9 PLAINTIFF, resulting in DEFENDANTS' failure to provide paid sick leave at the correct rate(s).

10         61. Based on information and belief, DEFENDANTS failed to provide notice of the  
11 correct sick leave amount balance available to PLAINTIFF on PLAINTIFF's wage statements or  
12 other written statement. Moreover, based on information and belief, DEFENDANTS failed to  
13 maintain accurate records of used sick leave and the balance of paid sick leave.

14         62. Based on information and belief, throughout the relevant time period,  
15 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF, thus  
16 affecting PLAINTIFF's intelligent exercise of PLAINTIFF's paid sick leave.

17         63. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
18 with Labor Code section 246, by failing to provide PLAINTIFF with a Labor Code section 226  
19 wage statement, or separate writing containing the correct amount of paid sick leave available, or  
20 paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

21         64. As such, DEFENDANTS have violated California's paid sick leave laws and  
22 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as  
23 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These  
24 unlawful practices and policies violate Labor Code sections 245-247.5.

25         65. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to  
26 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied  
27 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved  
28 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements

1 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to  
2 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all  
3 applicable hourly rates in effect during the pay period and the corresponding number of hours  
4 worked at each hourly rate by the employee.

5 66. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees  
6 that also failed to indicate the earned gross and net wages earned during the pay period, the correct  
7 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and  
8 Aggrieved Employees (by virtue of DEFENDANTS' off-the-clock work policies and practices)  
9 which results in a violation of Labor Code section 226(a).

10 67. Based on information and belief, wage statements issued by DEFENDANTS failed  
11 to list all applicable hourly rates in effect during the pay period and the corresponding number of  
12 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor  
13 Code section 226(a)(9).

14 68. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved  
15 Employees that were not accurate and did not include all of the statutorily required information. As  
16 such, DEFENDANTS violated Labor Code section 226.

17 69. **Failure to Timely Pay All Wages Upon Separation of Employment.** Based on  
18 information and belief, DEFENDANTS failed to timely pay Aggrieved Employees all wages that  
19 were due and owing upon termination or resignation. Based on information and belief,  
20 DEFENDANTS untimely provide final wages to Aggrieved Employees without regard to the timing  
21 requirements of Labor Code sections 201-202.

22 70. Upon separation of employment, Aggrieved Employees final paychecks were not  
23 timely provided, were not timely provided with all owed vacation pay and/or paid time off and/or  
24 did not include all wages owed as they were devoid of, including but not limited to, all owed  
25 minimum wages, overtime wages, premium wages, vacation pay, all owed sick leave and/or paid  
26 time off wages at the properly accrued rates (including but not limited to, all owed vacation pay/paid  
27 time off paid at the final rate including non-discretionary compensation, including but not limited  
28 to, all owed shift differentials).

1           71. For example, per documentation contained in DEFENDANTS' personnel file for  
2 PLAINTIFF, PLAINTIFF's date of termination is 12/11/24, however, DEFENDANTS did not pay  
3 PLAINTIFF all earned vacation pay until at least one day after PLAINTIFF's termination, in  
4 violation of including but not limited to, Labor Code section 201. For example, DEFENDANTS'  
5 wage statement issued by DEFENDANTS reflects a payment date of 12/12/24, one day *after*  
6 PLAINTIFF's 12/11/24 date of termination.

7           72. In addition to late final vacation pay, PLAINTIFF was not timely paid all owed  
8 minimum wages, overtime wages, and premium wages.

9           73. These violations subject DEFENDANTS to civil penalties under Labor Code section  
10 203, 210, and/or 256.

11           74. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and  
12 Aggrieved Employees to incur business expenses as a direct consequence of the performance of  
13 their job duties without providing reimbursement, in violation of Labor Code section 2802.

14           75. DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other  
15 Aggrieved Employees by requiring them to pay for business expenses, including, the use of  
16 Aggrieved Employees' personal vehicles and personal cell phones/mobile devices, without  
17 providing reimbursement as required under California law.

18           76. For example, Aggrieved Employees were required to use their personal cell  
19 phones/personal devices for receiving and responding to work-related calls and messages from  
20 supervisors/other employees regarding scheduling and/or other work tasks but were not reimbursed  
21 by DEFENDANTS at all for these business expenses.

22           77. For example, PLAINTIFF was frequently required to respond to work-related calls  
23 and/or messages on PLAINTIFF's personal cell phone / mobile device but was not reimbursed by  
24 DEFENDANTS at all for the business use of PLAINTIFF's personal cell phone / mobile device.

25           78. Notably, DEFENDANTS' personnel file for PLAINTIFF contains numerous work-  
26 related text communications between DEFENDANTS and PLAINTIFF, yet DEFENDANTS' wage  
27 statements issued to PLAINTIFF during the liability period do not show any reimbursement for any  
28 business expenses.

1           79.     At times, DEFENDANTS required PLAINTIFF and other Aggrieved Employees to  
2 download and use work-related applications on their personal cell phones / personal devices,  
3 including, employee timekeeping application(s) without reimbursing them for these business  
4 expenses.

5           80.     For example, at times, PLAINTIFF was required to use PLAINTIFF's personal cell  
6 phone / mobile device to clock in and clock out for PLAINTIFF's shifts, however, DEFENDANTS  
7 did not reimburse PLAINTIFF for this business use of PLAINTIFF's personal cell phone / mobile  
8 device, in violation of California law.

9           81.     Moreover, Aggrieved Employees were not reimbursed for the business use of their  
10 personal vehicles, including but not limited to, reimbursement for mileage, wear and tear and/or cost  
11 of fuel when they were required to drive around and/or between job sites, and/or otherwise use their  
12 personal vehicles in carrying out the duties assigned by DEFENDANTS.

13           82.     For example, DEFENDANTS failed to reimburse PLAINTIFF for the business use  
14 of PLAINTIFF's personal vehicle, including but not limited to, reimbursement for mileage, wear  
15 and tear and/or cost of fuel when PLAINTIFF was required to drive around and/or between job sites,  
16 and/or otherwise use PLAINTIFF's personal vehicle(s) in carrying out the duties assigned by  
17 DEFENDANTS.

18           83.     For example, per DEFENDANTS' unlawful policies and practices, DEFENDANTS  
19 would not provide any reimbursement to PLAINTIFF and other Aggrieved Employees for the  
20 business use of their personal vehicles unless a certain mileage/distance threshold was reached (e.g.,  
21 in excess of a certain number of miles from DEFENDANTS' Irvine facilities/office(s)). As such,  
22 DEFENDANTS failed to compensate PLAINTIFF, other Aggrieved Employees at the legally  
23 mandated Internal Revenue Service (IRS) per mile compensation rates in effect during the relevant  
24 period.

25           84.     DEFENDANTS' wage statements issued to PLAINTIFF during the liability period  
26 do not show any reimbursement for any business expenses even though DEFENDANTS required  
27 PLAINTIFF to use PLAINTIFF's personal cell phone and personal vehicle to carry out  
28 PLAINTIFF's assigned job duties.

1           85.     DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees  
2 for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved  
3 Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out  
4 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

5           86.     DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement  
6 for all reasonable expenses associated with carrying out their duties required that Aggrieved  
7 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section  
8 2802.

9           87.     **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed  
10 to provide proper paid sick leave to PLAINTIFF and other Aggrieved Employees. DEFENDANTS  
11 either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the  
12 sick leave rate of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the  
13 accrued sick leave hours on the correct number of hours worked (as a result of the required off-the-  
14 clock work described herein) and by failing to incorporate multiple rates of pay and/or all non-  
15 discretionary remuneration, including but not limited to, non-discretionary bonuses, shift  
16 differential pay, and/or other non-discretionary compensation into the sick leave pay rate  
17 calculation.

18           88.     Based on information and belief, DEFENDANTS failed to provide notice of the  
19 correct sick leave amount balance available to PLAINTIFF and other Aggrieved Employees on their  
20 wage statements or other written statement. Moreover, based on information and belief,  
21 DEFENDANTS failed to maintain accurate records of used sick leave and the balance of paid sick  
22 leave.

23           89.     Based on information and belief, throughout the relevant time period,  
24 DEFENDANTS failed to provide notice of the balance of sick leave pay left for PLAINTIFF and  
25 all Aggrieved Employees, thus affecting their intelligent exercise of their paid sick leave.

26           90.     Upon information and belief, DEFENDANTS failed and continue to fail to comply  
27 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with  
28 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick

1 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays  
2 wages.

3 91. As such, DEFENDANTS have violated California's paid sick leave laws and  
4 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as  
5 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These  
6 unlawful practices and policies violate Labor Code sections 245-247.5.

7 92. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS  
8 engaged in these same herein described unlawful practices, which led to violations of the California  
9 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described  
10 unlawful practices to all of its employees that it applied to PLAINTIFF.

11 **FIRST CAUSE OF ACTION**  
12 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**  
13 **2698, *ET SEQ.***

14 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**  
15 **Defendants)**

16 93. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

17 **Meal Period Violations**

18 94. California law requires employers to provide employees a duty-free, uninterrupted  
19 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and  
20 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and  
21 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*  
22 *Court* (2012) 53 Cal.4<sup>th</sup> 1004.

23 95. Employers must also provide employees with a second duty-free, uninterrupted thirty  
24 (30) minute meal period when an employee works more than (10) hours in a workday, and it must  
25 be provided before the end of the 10<sup>th</sup> hour of work. *Ibid.*

26 96. Employers covered by any and all applicable IWC Wage Orders have an obligation  
27 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),  
28 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is  
presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)  
("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4<sup>th</sup> 1004, 1052-1053, citing

1 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a  
2 rebuttable presumption arises that the employee was not relieved of duty and no meal period was  
3 provided”).

4 97. Employers must pay employees an additional hour of wages at the employees’  
5 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted  
6 meal period, first meal period provided after five (5) hours, second meal period provided after 10  
7 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to  
8 provide an employee a meal period in accordance with the applicable provision of this Order, the  
9 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation  
10 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

11 98. As explained above, PLAINTIFF and other Aggrieved Employees were at times  
12 unable to take timely, off duty, thirty-minute, uninterrupted first meal periods, instead being forced  
13 to take late meal periods, interrupted meal periods, and/or work through part or all of their meal  
14 periods due to understaffing, the nature and constraints of their job duties, and/or commentary from  
15 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

16 99. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had  
17 actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial  
18 of compliant meal periods in violation of California's meal period laws.

19 100. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal  
20 periods in violation of California law and/or failed to pay the proper meal period premium for failure  
21 to incorporate all non-discretionary remuneration including but not limited to, commissions,  
22 multiple base rates of pay, bonuses, shift differential pay and/or other non-discretionary  
23 compensation into the regular rate or compensation for purposes of calculating the owed meal period  
24 premium.

25 101. These unlawful meal period policies and practices result in violations of Labor Code  
26 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject  
27 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable  
28 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §

1 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

2 **Rest Period Violations**

3 102. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer  
4 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours  
5 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period  
6 “insofar as practicable.” In *Brinker v. Restaurant Corp.*, 53 Cal.4<sup>th</sup> 1004 (2012),  
7 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for  
8 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to  
9 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at  
10 1029). The rest period requirement obligates employers to permit and authorize employees to take  
11 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control  
12 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5<sup>th</sup>  
13 257. If the employer fails to provide any required rest period, the employer must pay the employee  
14 one hour of pay at the employee’s regular rate of compensation for each workday the employer did  
15 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and  
16 applicable IWC Wage Order, §12(B).

17 103. Moreover, under California law rest periods must be a “net” ten minutes in a suitable  
18 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards  
19 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest  
20 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from  
21 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,  
22 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what  
23 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in  
24 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4<sup>th</sup> 1193, 1199 (the  
25 “onus is on the employer to clearly communicate the authorization and permission [to take rest  
26 periods] to its employees.”).

27 104. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely  
28 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained

1 above, any purported rest periods were late, interrupted, cut short, on duty, and/or otherwise subject  
2 to DEFENDANTS' control due to the nature and constraints of Aggrieved Employees' job duties,  
3 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved  
4 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

5 105. Based on information and belief, DEFENDANTS implemented policies and/or  
6 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and  
7 employer control during rest periods. Based on further information and belief, Aggrieved  
8 Employees were pressured to complete their work duties according to a designated schedule such  
9 that rest periods were only taken once tasks were completed, and/or as time permitted.

10 106. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant  
11 rest periods as required by California law.

12 107. Moreover, based on information and belief, DEFENDANTS failed to pay a rest  
13 period premium to PLAINTIFF and other Aggrieved Employees for each workday in which there  
14 was a missed or otherwise unlawful rest period. Based on further information and belief, when a  
15 rest premium was paid, DEFENDANTS failed to include non-discretionary compensation including  
16 but not limited to, bonuses, shift differential pay, and/or other non-discretionary compensation into  
17 the regular rate of compensation for purposes of determining the owed rest period premium.

18 108. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and  
19 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties  
20 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

21 **Minimum and Overtime Wage Violations**

22 109. California law provides that employees in California must be paid for all hours  
23 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less  
24 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.  
25 The minimum wage standard applies to each hour employees worked for which they were not paid.  
26 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful  
27 even if averaging an employee's total pay over all hours worked, paid or not, results in an average  
28 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

1 110. California law also provides that employees in California must be paid overtime,  
2 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per  
3 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers  
4 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond  
5 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh  
6 consecutive day of work in a work week. *Ibid.*

7 111. As explained above, DEFENDANTS violated California's minimum and overtime  
8 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked  
9 by virtue of DEFENDANTS' off-the-clock work (described above) which resulted in unpaid  
10 minimum and overtime wages.

11 112. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and  
12 Aggrieved Employees for all hours worked.

13 113. Based on information and belief, DEFENDANTS had actual or constructive  
14 knowledge that its off-the-clock work resulted in the underpayment of minimum and overtime  
15 wages owed to PLAINTIFF and other Aggrieved Employees.

16 114. Based on information and belief, DEFENDANTS calculated the owed overtime  
17 rate(s) based on the California minimum wage rate as opposed to calculating the overtime rate(s)  
18 based on the minimum wage established for the cities and/or counties within which Aggrieved  
19 Employees worked, resulting in the miscalculation and underpayment of overtime wages owed to  
20 Aggrieved Employees who worked in cities and/or counties in California with minimum wage rates  
21 above the California minimum wage rate.

22 115. Based on information and belief, DEFENDANTS failed and continue to fail to pay  
23 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours  
24 in a week.

25 116. Based on information and belief, DEFENDANTS further violated California's  
26 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not  
27 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary  
28 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to

1 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of  
2 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and  
3 other Aggrieved Employees.

4 117. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,  
5 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS  
6 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC  
7 Wage Orders, section 20.

8 **Business Expense Violations**

9 118. California law requires employers to indemnify their employees for all necessary  
10 expenditures incurred by the employee in direct consequence of the discharge of their duties or of  
11 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable  
12 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary  
13 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees  
14 incurred by the employee enforcing the rights granted by this section.”

15 119. Among other things, under California law, when employees must use their personal  
16 cellphones for work-related purposes, the employer must reimburse them for a reasonable  
17 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228  
18 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was  
19 required to use their personal cellphone for work-related purposes and not reimbursed for the use.  
20 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile  
21 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear  
22 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554.

23 120. Further, “any contract or agreement, express or implied, made by any employee to  
24 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive  
25 any employee or his personal representative of any right or remedy to which he is entitled to under  
26 the laws of this State.” *See* Cal. Lab. Code section 2804.

27 121. As described above, PLAINTIFF and the Aggrieved Employees were improperly  
28 required to pay for business expenses that are legally the responsibility of the employer.

1 122. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with  
2 full reimbursement for all reasonable expenses associated with carrying out their duties required  
3 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business  
4 expenses in violation of Labor Code section 2802.

5 123. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and other Aggrieved  
6 Employees have suffered injury in that they were not completely reimbursed as mandated by  
7 California law.

8 124. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with  
9 full reimbursement for all reasonable expenses associated with carrying out their duties required  
10 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business  
11 expenses in violation of Labor Code section 2802.

12 125. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved  
13 Employees have suffered injury in that they were not completely reimbursed as mandated by  
14 California law.

15 126. Despite being aware of these business expenses, DEFENDANTS failed to reimburse  
16 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor  
17 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor  
18 Code § 2802 and the applicable Wage Order.

19 **Sick Leave Violations**

20 127. DEFENDANTS violated California's paid sick leave laws including, Labor Code  
21 section 245-247.5. DEFENDANTS either failed to provide sick leave pay to PLAINTIFF and other  
22 Aggrieved Employees or failed to properly accrue paid sick leave due to DEFENDANTS' failure  
23 to account for actual hours worked (as explained above), and/or failure to incorporate multiple rates  
24 of pay and/or all forms of non-discretionary remuneration including but not limited to, non-  
25 discretionary bonuses, shift differential pay, and/or other non-discretionary compensation into the  
26 sick leave pay rate calculation.

27 128. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records  
28 documenting the hours worked and paid sick days accrued and used by PLAINTIFF, permitting the

1 presumption that PLAINTIFF was entitled to the maximum number of hours accruable.

2 129. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
3 with Labor Code section 246, by failing to provide Aggrieved Employees with a Labor Code section  
4 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid  
5 time off leave an employer provides in lieu of sick leave, at the time it pays wages.

6 130. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

7 131. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the  
8 aforementioned Code provisions, and seeks injunctive relief, attorney's fees, declaratory relief, and  
9 penalties as permitted by law.

10 **Wage Statement Violations**

11 132. California law requires every employer semi-monthly or at the time of each payment  
12 of wages to furnish its employees with an accurate itemized wage statement in writing that contains  
13 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of  
14 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;  
15 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee  
16 is paid; (7) the name of the employee and only the last four digits of his or her social security number  
17 or an employee identification number other than a social security number; (8) the name and address  
18 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay  
19 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

20 133. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees  
21 with meal and rest periods that complied with Labor Code section 226.7, the wage statements  
22 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail  
23 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)  
24 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net  
25 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in  
26 effect during the pay period and the corresponding number of hours worked at each hourly rate by  
27 the employee, in violation of Labor Code section 226(a)(9).

28 134. Moreover, due to violations detailed above, including but not limited to,

1 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to provide  
2 meal and rest break premiums, and failure to pay all sick leave wages at the proper rates,  
3 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish  
4 PLAINTIFF and other Aggrieved Employees with accurate, itemized wage statements that listed  
5 the gross and net wages earned and the correct applicable rates of pay for all hours worked. Based  
6 on information and belief, DEFENDANTS failed to incorporate all forms of non-discretionary  
7 compensation earned during the pay period into the regular rate of pay for purposes of calculating  
8 the owed overtime rate, and as such, failed to display the proper overtime rate(s) for each hour of  
9 overtime worked by PLAINTIFF and other Aggrieved Employees.

10 135. As explained above, wage statements issued by DEFENDANTS failed to list the  
11 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work  
12 policies and practices described above), which results in a violation of Labor Code section 226(a).  
13 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor  
14 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

15 136. Based on information and belief, wage statements issued by DEFENDANTS failed  
16 to list all applicable hourly rates in effect during the pay period and the corresponding number of  
17 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor  
18 Code section 226(a)(9).

19 137. DEFENDANTS' failure to accurately list all hours worked on all wage statements  
20 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved  
21 Employees over whether they received all wages owed to them.

22 138. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as  
23 they could not easily determine whether they received all wages owed to them and whether they  
24 were paid for all hours worked.

25 139. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and  
26 Aggrieved Employees with accurate, itemized wage statements.

27 140. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved  
28 Employees have suffered injury. The absence of accurate information on their wage statements has

1 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and  
2 mathematical computations to determine the amount of wages owed, and will cause difficulty and  
3 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the  
4 submission of inaccurate information about wages and amounts deducted from wages to state and  
5 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to  
6 participate in this lawsuit and create more difficulty and expense from having to reconstruct time  
7 and pay records than if DEFENDANT had complied with its legal obligations.

8 141. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.  
9 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period  
10 during which the statute provisions were violated. <sup>2</sup>

11 **Untimely Payment of Final Wages**

12 142. California Labor Code section 201(a) provides, in relevant part, that "[i]f an  
13 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and  
14 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an  
15 employee not having a written contract for a definite period quits his or her employment, his or her  
16 wages shall become due and payable not later than 72 hours thereafter, unless the employee has  
17 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled  
18 to his or her wages at the time of quitting."

19 143. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages  
20 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty  
21 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.  
22 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code  
23 section 256. See, *Iskanian v. CLS Transportation Riverside, LLC*, 59 Cal.4th 348 (2014); see also,  
24 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

25 144. Upon separation of employment, PLAINTIFF's and other Aggrieved Employees'  
26 final paychecks were not timely provided, were not timely provided with all owed vacation pay/paid  
27 time off, and did not include all wages owed, in violation of Labor Code section 201-202.

28 <sup>2</sup> Labor Code § 226.3 (establishing that the civil penalty is ~~2~~<sup>7</sup> per employee per violation").

1 PLAINTIFF's and Aggrieved Employees' final paychecks did not include all wages owed as they  
2 are devoid of all owed minimum wages, overtime wages, premium wages, vacation pay/paid time  
3 off wages at the properly accrued rates.

4 145. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These  
5 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or  
6 256.

7 **Sick Leave Violations**

8 146. DEFENDANTS violated California's paid sick leave laws including but not limited  
9 to, Labor Code section 245-248.5. DEFENDANTS failed to properly accrue paid sick leave due to  
10 DEFENDANTS' failure to account for actual hours worked (as explained above) and/or failure to  
11 incorporate multiple rates of pay and/or all forms of non-discretionary remuneration including but  
12 not limited to, non-discretionary bonuses, shift differential pay, and/or other non-discretionary  
13 compensation into the sick leave pay rate calculation.

14 147. In addition, DEFENDANTS failed to maintain accurate records of used sick leave  
15 and the balance of paid sick leave left to the employees, which affected PLAINTIFF and Aggrieved  
16 Employees' intelligent exercise of their paid sick leave.

17 148. But for this failure, PLAINTIFF and other Aggrieved Employees would have used  
18 their paid sick leave at least prior to their respective separations, for as on several occasions  
19 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate  
20 compensation.

21 149. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records  
22 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all  
23 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees  
24 were entitled to the maximum number of hours accruable.

25 150. Upon information and belief, DEFENDANTS failed and continue to fail to comply  
26 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with  
27 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick  
28 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays

1 wages.

2 151. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

3 152. On information and belief, PLAINTIFF alleges that all of these practices were  
4 experienced and continue to be experienced by other Aggrieved Employees.

5 153. Under the provisions of PAGA and the above mentioned Labor Code sections,  
6 including but not limited to Labor Code sections 201-203, 210, 216, 223, 225.5, 226, 226.7, 245-  
7 247.5, 256, 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 1199, 2699, 2699.3, 2802, and all  
8 applicable Wage Orders as well as all interpretations of these laws by California Courts and  
9 administrative bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS  
10 are liable for the following penalties:

11 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the  
12 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,  
13 pursuant to Labor Code section 2699(a); and

14 b. Default PAGA penalties for any violation of the enumerated list of Labor Code  
15 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided  
16 by Labor Code section 2699(f).

17 154. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,  
18 PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of the State  
21 of California, and all Aggrieved Employees:

- 22 1. For civil penalties under Labor Code Section 2699;
- 23 2. For an order temporarily, preliminarily and permanently enjoining and  
24 restraining DEFENDANTS from engaging in similar unlawful conduct as set  
25 forth herein;
- 26 3. For reasonable attorney's fees and costs of suit; and

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4. For such other and further relief that the Court deems just and proper.

Dated: May 1, 2025

**CROSNER LEGAL, PC**

By:   
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