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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

CEASAR VILLANUEVA as an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

SCHRADER MECHANICAL, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-0001999

Amended As a Matter of Right Pursuant to
Labor Code § 2699.3 (a)(2)(C)

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 512);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 516);
- (5) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (6) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE §
2802); AND**

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**(9) CIVIL PENALTIES UNDER THE
ATTORNEYS GENERAL ACT
(LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Ceasar Villanueva (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against Schrader Mechanical, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 558,
9 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698 *et seq.*; and Industrial Welfare Commission
10 Wage Order 16 (“Wage Order 16”), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,

2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 16, which sets employment standards for the construction occupations.

4. Plaintiff is informed and believes, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in California and the United States, employed Plaintiff within San Joaquin County and the state of California and, therefore, were (and are) doing business in San Joaquin 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 to 100, inclusive, 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 based thereon allege, 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 herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter 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 and every one 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 and every one of the acts or omissions complained of 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, Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants from approximately August 2024 until approximately October 9, 2024. His most recent position was that of an Electrician. Plaintiff's job duties generally revolved around the installation and maintenance of commercial and industrial electrical systems around California.

10. Plaintiff had no set schedule. He would generally work Monday through Friday between 8.5-10 hours per day, depending on work demands. However, as discussed below, Plaintiff worked considerably more hours than he was credited for on his wage statements. Plaintiff was paid at a rate of approximately \$36.00 per hour at the time of his separation with Defendants.

11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other aggrieved employees were not paid for all hours worked. Furthermore, Plaintiff and other aggrieved employees routinely worked overtime hours but did not receive overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked. Specifically, Plaintiff was only paid for prescheduled hours, despite frequently working in excess of overtime thresholds. For example, after Plaintiff and other aggrieved employees worked 8 hours in any given shift, they were instructed to clock out for the day and continue finishing the job off-the-clock in an explicit effort to avoid paying them overtime compensation to which they were due. Plaintiff estimates he would spend up to 45 minutes performing work off the clock per day, several times a week, without receiving any compensation from Defendants for this time spent necessarily working for Defendants' benefit. Furthermore, Plaintiff would consistently be badgered with work-related calls and communications at the end of his shift and on his days off, but was never provided any sort of compensation for this off-the-clock work. Finally, Plaintiff would be sent to remote worksites during each of his shifts, often hours away from his house. However, Defendants maintained a strict policy/practice that Plaintiff and other aggrieved employees were: i) not permitted to clock in until they arrived at remote worksites; and ii) were required to clock out prior to driving home from remote worksites, despite their being necessarily

1 under Defendants' control during this necessary travel time which should have been counted as
2 hours worked. Indeed, Plaintiff and other aggrieved employees were required to drive to and
3 from remote job-sites in company vehicles, were restricted in their ability to use said company
4 vehicles outside of the context of work-related transportation, were restricted in their ability to
5 possess items such as alcohol and legal marijuana in their company vehicles, were required to
6 safeguard and transport company vehicles and equipment to/from remote jobsites, and otherwise
7 were suffered and permitted to work for drive-time to and from remote job sites without any
8 compensation for this time necessarily spent performing work for the benefit of Defendants.
9 Consequently, due to Defendants' unlawful timekeeping and payment policies and practices that
10 failed to compensate for all hours worked, Plaintiff and other aggrieved employees have been
11 deprived of all required minimum and overtime wages earned.

12 12. In addition, Plaintiff and other aggrieved employees were not provided all legally
13 compliant meal periods due to Defendants' meal period policies and practices which fail to
14 provide a timely 30-minute duty-free first meal period (i.e. a first meal period commencing before
15 the end of the fifth hour of work). Plaintiff estimates that he did not receive a compliant first meal
16 period, whether it be shortened, missed, or interrupted, on at least 75% of the shifts that he
17 worked. For example, shortened meal periods were a common occurrence as Plaintiff and other
18 aggrieved employees were made to adhere to strict schedules and deadlines that caused them to
19 be pressured to get back to work as soon as possible after commencing their meal periods on the
20 rare occasions they were allowed to exercise one. Furthermore, for the vast majority of his
21 employment, Plaintiff was not afforded to take any time to exercise a meal period whatsoever,
22 instead being made to simply eat whatever snacks and food he had with him while working.
23 Plaintiff's shortened, late, and on-duty meal periods were a direct result of Defendants'
24 policy/practice. Defendants also failed to provide second meal periods when Plaintiff and other
25 aggrieved employees worked shifts in excess of 10.0 hours. Plaintiff worked in excess of 10 hours
26 nearly every shift during his employment, but he cannot recall receiving a second meal period.
27 In addition, on those occasions when Plaintiff and the other aggrieved employees were not
28 provided with all legally compliant meal periods to which they were entitled, Defendants failed

1 to compensate them with the required meal period premiums, as mandated by Labor Code § 226.7.

2 13. Defendants also failed to authorize and permit Plaintiff and other aggrieved
3 employees to take all statutorily mandated rest periods. Plaintiff and the other employees would
4 be made to work through the entirety of their shifts and forced to forego rest periods in order to
5 meet the intense workloads imposed on them by Defendants. Due to the overwhelming workload
6 and the company culture, Plaintiff and the other aggrieved employees were generally not
7 permitted to exercise any compliant duty-free rest periods. Further, upon information and belief
8 during at least a portion of the relevant time period, Defendants maintained no payroll code or
9 other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in
10 the event that a legally compliant rest period was not authorized or permitted to Plaintiff and the
11 other aggrieved employees.

12 14. Defendants also maintained inaccurate payroll records, and issued inaccurate and
13 deficient wage statements, in part due to Defendant's failure to pay all minimum and overtime
14 wages, and meal and rest period premium wages.

15 15. Defendants also failed to pay all wages owed to Plaintiff and the other aggrieved
16 employees upon their separation of employment from Defendants, in part due to Defendants'
17 failure to pay all minimum and overtime wages, and meal and rest period premium wages.

18 16. Defendants failed to adequately reimburse Plaintiff for all reasonable and
19 necessary work expenditures. Plaintiff and the other aggrieved employees were required to use
20 their personal cellphones to clock in and out, receive work calls, and to receive scheduling
21 updates. Plaintiff was not ever provided any reimbursement for the necessary use of his personal
22 cellular phone, which was mandated by the use of a phone application that he was required to
23 maintain.

24 17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
25 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
26 normally used to communicate employment related information to the employees, containing
27 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
28 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the

1 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
2 employer; vii) identifying information for the employer's workers' compensation insurance
3 carrier; and viii) information informing the employee of their right to accrue and use paid sick
4 leave.

5 **CLASS ACTION ALLEGATIONS**

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

8 a. The Minimum Wage Class consists of all current and former non-exempt
9 employees of Defendants in California who were subject to Defendants'
10 timekeeping systems and/or practices, during the four years immediately
11 preceding the filing of this lawsuit through the present.

12 b. The Overtime Wage Class consists of all current and former non-exempt
13 employees of Defendants in California who worked overtime hours and were
14 subject to Defendants' timekeeping systems and/or practices during the four years
15 immediately preceding the filing of the Complaint through the present.

16 c. The Meal Period Class consists of all current and former non-exempt employees
17 of Defendants in California in California who: worked at least one shift in excess
18 of 5.0 hours without a meal period of at least 30 minutes in duration commencing
19 prior to the conclusion of the fifth hour of work, and who do not have a
20 corresponding meal period premium payment made for such shifts and/or (ii)
21 worked at least one shift in excess of 10.0 hours while performing work for
22 Defendants in California without a second meal period of at least 30 minutes in
23 duration commencing prior to the conclusion of the tenth hour of work, and who
24 do not have a corresponding meal period premium payment made for such shifts
25 during the four years preceding the filing of this lawsuit through the present.

26 d. The Rest Period Class consists of all current and former non-exempt employees of
27 Defendants in California who worked at least one shift of 3.5 hours or more, during
28

the four years immediately preceding the filing of the Complaint through the present;

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

f. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in California who: (i) were not reimbursed for necessary tools and equipment; and/or (ii) cellular phone expenses necessarily incurred in the performance of their duties during the four years immediately preceding the filing of the Complaint through the present.

g. The Waiting Time Class consists of all former non-exempt employees of Defendants in California who were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than sixty (60) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;

- 1 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
2 not limited to, §§ 510 and 1194 and Wage Order 16 by requiring members of the
3 Overtime Wage Class to perform overtime work and not paying for said work in
4 accordance with the overtime laws of the State of California;
- 5 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
6 properly compensate members of the Minimum Wage Class and the Overtime
7 Wage Class;
- 8 iv. Whether Defendants provided all legally compliant meal periods to members of
9 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 10 v. Whether Defendants provided all legally compliant rest periods to members of the
11 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 12 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
13 for business expenditures necessarily incurred in the performance of their duties;
- 14 vii. Whether Defendants provided accurate, itemized wage statements to members of
15 the Classes; and
- 16 viii. Whether Defendants' policies and/or practices for the timing and amount of
17 payment of final wages to members of the Waiting Time Class at the time of
18 separation from employment were lawful.

19
20 21. **Predominance of Common Questions:** Common questions of law and fact
21 predominate over questions that affect only individual members of the Classes. The common
22 questions of law set forth above are numerous and substantial and stem from Defendants' policies
23 and/or practices applicable to each individual class member, such as Defendants' uniform
24 timekeeping policies and practices, meal and rest period policies and practices, wage statement
25 policies and practices, and the policies and practices regarding the timely payment of final wages.
26 As such, the common questions predominate over individual questions concerning each
27 individual class member's showing as to his or her eligibility for recovery or as to the amount of
28 his or her damages.

1 22. **Typicality:** The claims of Plaintiff 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 limitations period applicable to each cause of action pled in the Complaint. As alleged
4 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and
5 timekeeping policies and practices, was provided inaccurate wage statements, and was not paid
6 all wages earned at the time of his separation of employment.

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

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

11
12 **FIRST CAUSE OF ACTION**
13 **MINIMUM WAGE VIOLATIONS**
14 **(AGAINST ALL DEFENDANTS)**

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

16 26. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
17 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
18 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
19 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
20 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
21 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
22 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
23 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
24 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
25 and Wage Order 16.

26 27. California Labor Code § 1198 makes unlawful the employment of an employee
27 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
28 that an employer who has failed to pay its employees the legal minimum wage is liable to pay

1 those employees the balance of the unpaid wages as well as liquidated damages in an amount
2 equal to the wages due and interest thereon.

3 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
4 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
5 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
6 entitled to recover economic and statutory damages and penalties and other appropriate relief as
7 a result of Defendants' violations of the California Labor Code and Wage Order 16.

8 29. Defendants' practice and uniform administration of corporate policy regarding
9 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
10 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
11 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
12 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
13 Procedure § 1021.5.

14 **SECOND CAUSE OF ACTION**

15 **FAILURE TO PAY ALL OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

22 32. At all times relevant herein, Defendants were required to properly compensate
23 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
24 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay overtime
25 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
26 in the Wage Order.

27 33. The foregoing policies and practices are unlawful and create entitlement to
28 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, 510, 558, 1194, and 1198, Wage Order 16, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 16, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

38. Wage Order 16, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a duty-free rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

39. Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit Plaintiff and the Rest Period Class to take all duty-free rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional

hour of pay to Plaintiff and the Rest Period Class at their respective regular rate of pay for each violation in accordance with California Labor Code § 226.7.

40. The foregoing violations create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 16, California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

42. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

43. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees

and costs of suit.

SIXTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

45. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with complete and accurate wage statements reflecting the accurate number of hours worked, meal period premiums, and rest period premiums in violation of Labor Code § 226 *et seq.*

47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages, overtime wages, meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

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

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

49. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

50. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal periods and authorize and permit all rest periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay

1 Plaintiff and members of the Waiting Time class all final wages due upon separation of
2 employment.

3 51. Defendants' utilization of these unfair and/or unlawful business practices deprived
4 Plaintiff and continues to deprive members of the Classes of compensation to which he is legally
5 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
6 Defendants' competitors who have been and/or are currently employing workers and attempting
7 to do so in honest compliance with applicable wage and hour laws.

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

12 53. The acts complained of herein occurred within the last four years immediately
13 preceding the filing of the Complaint in this action.

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

19 **EIGHTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **(AGAINST ALL DEFENDANTS)**

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

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

27 57. Due to Defendants' unlawful policy and practice of requiring employees to utilize
28

1 their personal cellular phones for work purposes, Defendants have violated Labor Code § 2802.

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

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

8 **NINETH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(AGAINST ALL DEFENDANTS)**

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

12 61. Defendants have committed several Labor Code violations against Plaintiff and
13 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
14 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
15 representative action against Defendants to recover the civil penalties due to Plaintiff, the
16 members of the Classes, other aggrieved employees, and the State of California according to
17 proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1)
18 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
19 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
20 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
21 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
22 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
24 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
25 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
26 subsequent violation per employee per pay period for those violations of the Labor Code for
27 which no civil penalty is specifically provided, based on the following Labor Code Sections:
28

1 a. Failing to pay minimum wages for all hours worked to Plaintiff, the
2 Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558,
3 1182.12, 1194, 1194.2, 1197, and 1198;

4 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees
5 all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and
6 1198;

7 c. Failing to provide all legally required meal periods, and failure to pay meal
8 period premium wages, to Plaintiff, the Meal Period Class and other aggrieved employees
9 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and
10 1198;

11 d. Failing to authorize and permit all legally required rest periods, and failure
12 to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
13 employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516,
14 558, and 1198;

15 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
16 employees with complete, accurate, itemized wage statements in violation of Labor Code
17 § 226;

18 f. Failing to reimburse Plaintiff, the Employee Expense Class, and other
19 aggrieved employees for all necessary work expenses incurred in violation of Labor Code
20 § 2802;

21 g. Failing to timely pay all final wages and compensation earned by Plaintiff,
22 the Waiting Time Class, and other aggrieved employees at the time of separation in
23 violation of Labor Code §§ 201, 202, and 203;

24 h. Failing to pay non-exempt employees all earned wages at least twice
25 during each calendar month in violation of Labor Code § 204; and

26 i. Failing to maintain accurate records on behalf of Plaintiff and other
27 aggrieved employees in violation of Labor Code § 1174.
28

j. Failing to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees with written notices, in the language normally used to communicate employment related information to employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave

62. On February 6, 2025, Plaintiff notified Defendants via certified mail, and notified 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 for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 61 (a)-(j). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 16 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 16 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226., 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 2802;
12. Upon the Ninth Cause of Action, (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for the violations of the Labor Code Sections cited in Labor Code § 2699.5.

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

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §226, and Code of Civil Procedure § 1021.5; and

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

Dated: May 20, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Ethan C. Surls
Liana C. Pestana
Attorneys for Plaintiff

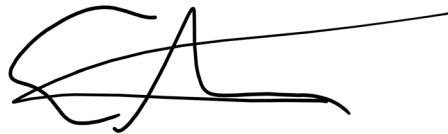
DEMAND FOR JURY TRIAL

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

Dated: May 20, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Ethan C. Surls
Liana C. Pestana
Attorneys for Plaintiff

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PROOF OF SERVICE

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

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On May 21, 2025, I served the document listed below on the parties in this action as follows:

-FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

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

Executed on May 21, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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