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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

LUIS RODRIGUEZ, individually, and on
behalf of other members of the general public
similarly situated; PATRICK WIGGINS,
individually, and on behalf of other members
of the general public similarly situated and
on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiffs,

vs.

MASTER-HALCO, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 24CECG03869

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE § 2698 ET SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code

- § 204 (Wages Not Timely Paid During Employment);
(7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
(8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
(9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
(10) Violation of California Labor Code § 246 and 2810.5 (Failure to Provide Paid Sick Leave);
(11) Violation of California Business & Professions Code §§ 17200, *et seq.*;
(12) Violation of California Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff LUIS RODRIGUEZ (“Plaintiff RODRIGUEZ”) and Plaintiff PATRICK WIGGINS (“Plaintiff WIGGINS”) (together, Plaintiff RODRIGUEZ and Plaintiff WIGGINS are referred to as “Plaintiffs”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorney General Act (“PAGA”), and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and

substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Fresno. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Fresno.

PARTIES

5. Plaintiff RODRIGUEZ is an individual residing in the State of California, County of Fresno.

6. Plaintiff WIGGINS is an individual residing in the State of California.

7. Defendant MASTER-HALCO, INC., at all times herein mentioned, was and is, upon information and belief, a California corporation and, at all times herein mentioned, an employer whose employees are engaged throughout the State of California, including the County of Fresno.

8. At all relevant times, Defendant MASTER-HALCO, INC. was the “employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants MASTER-HALCO, INC. and DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, joint employers, representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that information and belief alleges, that each of the defendants designated as a DOE is legally

1 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
2 the injuries and damages to Plaintiffs and the other class members and aggrieved employees as
3 alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to show
4 the true names and capacities when the same have been ascertained.

5 11. Defendant MASTER-HALCO, INC. and DOES 1 through 100 will hereinafter
6 collectively be referred to as “Defendants.”

7 12. Plaintiffs further allege that Defendants directly or indirectly controlled or
8 affected the working conditions, wages, working hours, and conditions of employment of
9 Plaintiffs and the other class members so as to make each of said Defendants employers liable
10 under the statutory provisions set forth herein.

11 **CLASS ACTION ALLEGATIONS**

12 13. Plaintiffs bring this action on their own behalf and on behalf of all other
13 members of the general public similarly situated, and, thus, seeks class certification under
14 California Code of Civil Procedure section 382.

15 14. The proposed class (“class” or “class member(s)”) is defined as follows:

16 All current and former hourly-paid or non-exempt employees who were employed
17 by Defendant within the State of California at any time during the period from
18 September 4, 2020 to final judgment and who reside in California.

19 15. Plaintiffs reserve the right to establish additional subclasses as appropriate.

20 16. The class is ascertainable and there is a well-defined community of interest in
21 the litigation:

22 a. Numerosity: The class members are so numerous that joinder of all class
23 members is impracticable. The membership of the entire class is
24 unknown to Plaintiffs at this time; however, the class is estimated to be
25 greater than fifty (50) individuals and the identity of such membership is
26 readily ascertainable by inspection of Defendants’ employment records.

27 b. Typicality: Plaintiffs’ claims are typical of all other class members’
28 claims as demonstrated herein. Plaintiffs will fairly and adequately

1 protect the interests of the other class members with whom they have a
2 well-defined community of interest.

3 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
4 each class member, with whom he has a well-defined community of
5 interest and typicality of claims, as demonstrated herein. Plaintiffs have
6 no interest that is antagonistic to the other class members. Plaintiffs'
7 attorneys, the proposed class counsel, are versed in the rules governing
8 class action discovery, certification, and settlement. Plaintiffs have
9 incurred, and during the pendency of this action will continue to incur,
10 costs and attorneys' fees, that have been, are, and will be necessarily
11 expended for the prosecution of this action for the substantial benefit of
12 each class member.

13 d. Superiority: A class action is superior to other available methods for the
14 fair and efficient adjudication of this litigation because individual joinder
15 of all class members is impractical.

16 e. Public Policy Considerations: Certification of this lawsuit as a class
17 action will advance public policy objectives. Employers of this great
18 state violate employment and labor laws every day. Current employees
19 are often afraid to assert their rights out of fear of direct or indirect
20 retaliation. However, class actions provide the class members who are
21 not named in the complaint anonymity that allows for the vindication of
22 their rights.

23 17. There are common questions of law and fact as to the class members that
24 predominate over questions affecting only individual members. The following common
25 questions of law or fact, among others, exist as to the members of the class:

26 a. Whether Defendants' failure to pay wages to Plaintiffs and other class
27 members, without abatement or reduction, in accordance with the
28 California Labor Code, was willful;

- b. Whether Defendants' had a corporate policy and practice of failing to pay class members for all hours worked and non-compliant (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week, and/or over six (6) consecutive days per workweek, and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- e. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- f. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- g. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- h. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants had a policy and practice of interfering with Plaintiffs' and other class members' ability to take a sick day, failing to

1 provide notice to Plaintiffs and other class members of their right to paid
2 sick leave, failing to accurately credit/accrue sick time pay, failing to
3 provide them paid sick leave, and failing to correctly calculate and pay
4 sick time pay in violation of Labor Code sections 246;

- 5 l. Whether Defendants' conduct was willful or reckless;
6 m. Whether Defendants engaged in unfair business practices in violation of
7 California Business & Professions Code section 17200, *et seq.*;
8 n. The appropriate amount of damages, restitution, and/or monetary
9 penalties resulting from Defendants' violation of California law; and
10 o. Whether Plaintiffs and the other class members are entitled to
11 compensatory damages pursuant to the California Labor Code.

12 **PAGA ALLEGATIONS**

13 18. At all times herein set forth, PAGA was applicable to Plaintiff WIGGINS
14 employment by Defendants.

15 19. At all times herein set forth, PAGA provides that any provision of law under the
16 California Labor Code that provides for a civil penalty, including unpaid wages and premium
17 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
18 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
19 on behalf of himself and other current or former employees pursuant to procedures outlined in
20 California Labor Code section 2699.3.

21 20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
22 employee," who is any person that was employed by the alleged violator and against whom
23 one or more of the alleged violations was committed.

24 21. Plaintiff WIGGINS was employed by Defendant and the alleged violations were
25 committed against him during his time of employment and he is, therefore, an aggrieved
26 employee. Plaintiff WIGGINS and all other current and former hourly-paid or non-exempt
27 employees who were employed by Defendant within the State of California at any time from
28 February 5, 2024 onward are "aggrieved employees" as defined by California Labor Code

1 section 2699(c) (and are herein referred to collectively as “aggrieved employee(s)”) in that
2 they are current or former employees of Defendants, and one or more of the alleged violations
3 were committed against them.

4 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
5 employee, including Plaintiff WIGGINS, may pursue a civil action arising under PAGA after
6 the following requirements have been met:

- 7 a. The aggrieved employee shall give written notice by online submission
8 (hereinafter “Employee’s Notice”) to the LWDA and by certified mail to
9 the employer of the specific provisions of the California Labor Code
10 alleged to have been violated, including the facts and theories to support
11 the alleged violations.
- 12 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
13 employer and the aggrieved employee by certified mail that it does not
14 intend to investigate the alleged violation within sixty (60) calendar days
15 of the postmark date of the Employee’s Notice. Upon receipt of the
16 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
17 (65) calendar days of the postmark date of the Employee’s Notice, the
18 aggrieved employee may commence a civil action pursuant to California
19 Labor Code section 2699 to recover civil penalties in addition to any
20 other penalties to which the employee may be entitled.

21 23. On February 5, 2025, Plaintiff WIGGINS provided written notice by online
22 submission to the LWDA and by certified mail to Defendants of the specific provisions of the
23 California Labor Code and Industrial Welfare Commission Wage (“IWC”) Orders alleged to
24 have been violated, including the facts and theories to support the alleged violations. On
25 November 6, 2025 and April 14, 2026, Wiggins submitted amended written notices to the
26 LWDA additional allegations, including for violation of Labor Code 246 regarding sick pay.
27 Plaintiff WIGGINS did not receive any notice from the LWDA regarding either its intent to
28 investigate or not investigate the alleged violations in either letter filed by Plaintiff WIGGINS

1 within sixty-five (65) days of the date of the submission of Plaintiff WIGGINS'S notice.

2 24. Therefore, the administrative prerequisites under California Labor Code section
3 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
4 Labor Code section 558 against Defendant, in addition to other remedies, for violations of
5 California Labor Code sections 200, 201, 201.3, 202, 203, 204, 206.5, 210, 219, 221, 223, 226,
6 226.2, 226.7, 246, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800,
7 2802, 2804, 2810.5 and the applicable IWC Wage Orders, have been satisfied.

8 **GENERAL ALLEGATIONS**

9 25. At all relevant times set forth herein, Defendants employed Plaintiffs and other
10 class members and aggrieved employees as hourly-paid or non-exempt employees within the
11 State of California, including the County of Fresno.

12 26. Defendants, jointly and severally, employed Plaintiff RODRIGUEZ as an
13 hourly-paid, non-exempt employee, from approximately June 2021 to approximately
14 November 2022, in the State of California, County of Fresno.

15 27. Defendants, jointly and severally, employed Plaintiff WIGGINS as an hourly-
16 paid, non-exempt employee, from approximately April 2023 through September 2024, in the
17 State of California, County of Fresno

18 28. Defendants hired Plaintiffs and the other class members and aggrieved
19 employees, classified them as hourly-paid or non-exempt employees, and failed to compensate
20 them for all hours worked and non-compliant (missed, short, late, or interrupted) meal periods
21 and/or rest breaks.

22 29. Defendants had the authority to hire and terminate Plaintiffs and the other class
23 members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and
24 the other class members' and aggrieved employees' employment, and to supervise their daily
25 employment activities.

26 30. Defendants exercised sufficient authority over the terms and conditions of
27 Plaintiffs' and the other class members' and aggrieved employees' employment for them to be
28 joint employers of Plaintiffs and the other class members and aggrieved employees.

1 31. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
2 class members and aggrieved employees.

3 32. Defendants continue to employ hourly-paid or non-exempt employees within the
4 State of California.

5 33. Plaintiffs and other class members and aggrieved employees were required to
6 perform work before their scheduled shifts, after their scheduled shifts, during what should
7 have been a duty-free meal period, and during what should have been a duty-free rest period.
8 Such work included, but was not limited to, assisting customers, completing assigned tasks,
9 preparing materials, and securing gates.

10 34. Plaintiffs and the other class members and aggrieved employees worked over
11 eight (8) hours in a day, and/or forty (40) hours in a week, and/or over six (6) consecutive days
12 in a workweek during their employment with Defendants.

13 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
14 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
15 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing
16 to pay them for all regular and/or overtime wages due to them and for non-compliant (missed,
17 short, late, or interrupted) meal periods and rest breaks in violation of California law.

18 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
19 knew or should have known that Plaintiffs and the other class members and aggrieved
20 employees were entitled to receive certain wages for overtime compensation and that they
21 were not receiving accurate overtime compensation for all overtime hours worked.

22 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary
24 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the
25 payment of overtime wages where Plaintiffs and the other class members and aggrieved
26 employees earned shift differential pay/commissions/non-discretionary bonuses/non-
27 discretionary performance pay and overtime wages in the same workweek.

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1 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to provide Plaintiffs and the other class members and aggrieved employees all required
3 rest and meal periods during the relevant time period as required under the Industrial Welfare
4 Commission Wage Orders and thus they are entitled to any and all applicable penalties.
5 Defendants' failure included, *inter alia*, failing to provide uninterrupted ten (10) minute rest
6 periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiffs and the other
7 class members and aggrieved employees. Plaintiffs and the other class members and aggrieved
8 employees were required to perform work during meal periods and rest periods, and
9 Defendants incentivized Plaintiffs and the other class members and aggrieved employees to
10 forego statutorily required meal periods and rest periods.

11 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 knew or should have known that Plaintiffs and the other class members and aggrieved
13 employees were entitled to receive all meal periods or payment of one additional hour of pay at
14 Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a
15 meal period was missed, late, short, or interrupted and they did not receive all meal periods or
16 payment of one additional hour of pay at Plaintiffs' and the other class member's and
17 aggrieved employees' regular rate of pay when a meal period was missed, late, short, or
18 interrupted.

19 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
20 knew or should have known that Plaintiffs and the other class members and aggrieved
21 employees were entitled to receive all rest periods or payment of one additional hour of pay at
22 Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a
23 rest period was missed, late, short, or interrupted and they did not receive all rest periods or
24 payment of one additional hour of pay at Plaintiffs' and the other class members' and
25 aggrieved employees' regular rate of pay when a rest period was missed, late, short, or
26 interrupted.

27 41. Plaintiffs are informed and believe, and based thereon alleges, that Defendants
28 knew or should have known that Plaintiffs and the other class members and aggrieved

1 employees were entitled to receive at least minimum wages for compensation and that they
2 were not receiving at least minimum wages for all hours worked.

3 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 rounded the work time recorded by Plaintiffs and the other class members and aggrieved
5 employees in a manner that was not fair and neutral on its face and/or that favored Defendants
6 over time, resulting in Plaintiffs and the other class members and aggrieved employees being
7 underpaid for their time worked.

8 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved
10 employees were entitled to receive all wages owed to them upon discharge or resignation,
11 including overtime and minimum wages and meal and rest period premiums, and they did not,
12 in fact, receive all such wages owed to them at the time of their discharge or resignation. These
13 unpaid wages included but were not limited to unpaid wages for their actual time worked, for
14 example, inclusive of time worked before their scheduled shifts, after their scheduled shifts,
15 during meal breaks and rest breaks, as well as unpaid premium wages for missed, short, late, or
16 interrupted meal or rest breaks.

17 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
18 knew or should have known that Plaintiffs and the other class members and aggrieved
19 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
20 and the other class members and aggrieved employees did not receive payment of all wages,
21 including regular, overtime, and/or minimum wages and meal and rest period premiums, within
22 any time permissible under California Labor Code section 204.

23 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
24 knew or should have known that Plaintiffs and the other class members and aggrieved
25 employees were entitled to receive complete and accurate wage statements in accordance with
26 California law, but, in fact, they did not receive complete and accurate wage statements from
27 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
28 hours worked by Plaintiffs and the other class members and aggrieved employees as a result of

1 requiring Plaintiffs and other class members and aggrieved employees to work “off-the-clock.”

2 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
3 knew or should have known that Defendants had to keep complete and accurate payroll records
4 for Plaintiffs and the other class members and aggrieved employees in accordance with
5 California law, but, in fact, did not keep complete and accurate payroll records. For example,
6 Defendant did not provide Plaintiffs and the other class members and aggrieved employees
7 with the wages to which they were entitled for work performed “off-the-clock.”

8 47. Plaintiffs are informed and believe, and based thereon allege, that Defendants
9 knew or should have known that Plaintiffs and the other class members and aggrieved
10 employees were entitled to reimbursement for necessary business-related expenses, including
11 and not limited to, costs of complying with Defendant’s dress code (such as uniform apparel
12 and protective gear), and costs of mileage associated with usage of their personal vehicles to
13 drive to transport materials and refill oxygen tanks.

14 48. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knew or should have known that they had a duty to compensate Plaintiffs and the other class
16 members and aggrieved employees pursuant to California law, and that Defendants had the
17 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
18 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
19 employees that they were properly denied wages, all in order to increase Defendants’ profits.

20 49. During the relevant time period, Defendants failed to pay overtime wages to
21 Plaintiffs and the other class members and aggrieved employees for all overtime hours worked.
22 Plaintiffs and the other class members and aggrieved employees were required to work more
23 than eight (8) hours per day, forty (40) hours per week, and/or over six (6) consecutive days in
24 a workweek without overtime compensation for all overtime hours worked. For example,
25 Defendants required that Plaintiffs and the other class members and aggrieved employees to
26 work off-the-clock and did not properly compensate them for that time.

27 50. During the relevant time period, Defendants failed to use the shift differential
28 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the

1 regular rate of pay used to calculate the overtime rate for the payment of overtime wages where
2 Plaintiffs and the other class members and aggrieved employees earned shift differential
3 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
4 wages in the same workweek.

5 51. During the relevant time period, Defendants failed to provide all requisite
6 compliant meal and rest periods (i.e., meal and rest periods that were not missed, late,
7 shortened, or interrupted) to Plaintiffs and the other class members and aggrieved employees.

8 52. During the relevant time period, Defendants failed to pay Plaintiffs and the other
9 class members and aggrieved employees at least minimum wages for all hours worked.

10 53. During the relevant time period, Defendants rounded the work time recorded by
11 Plaintiffs and the other class members and aggrieved employees in a manner that was not fair
12 and neutral on its face and/or that favored Defendants over time, resulting in Plaintiffs and the
13 other class members and aggrieved employees being underpaid for their time worked.

14 54. During the relevant time period, Defendants failed to pay Plaintiffs and the other
15 class members and aggrieved employees all wages owed to them upon discharge or
16 resignation.

17 55. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members and aggrieved employees all wages within any time permissible under
19 California law, including, *inter alia*, California Labor Code section 204.

20 56. During the relevant time period, Defendants failed to provide complete or
21 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

22 57. During the relevant time period, Defendants failed to keep complete or accurate
23 payroll records for Plaintiffs and the other class members and aggrieved employees.

24 58. During the relevant time period, Defendants failed to reimburse Plaintiffs and
25 the other class members and aggrieved employees for all necessary business-related expenses
26 and costs, including and not limited to, costs of complying with Defendant's dress code (such as
27 uniform apparel and protective gear), and costs of mileage associated with usage of their
28 personal vehicles to drive to transport materials and refill oxygen tanks.

59. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

60. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

61. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 60, and each and every part thereof with the same force and effect as though fully set forth herein.

62. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

63. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or over six (6) consecutive days in a workweek at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, more than forty (40) hours in a workweek and/or over six (6) consecutive days in a workweek.

64. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours on the sixth consecutive day of work in a workweek.

65. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

66. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a week, and/or in excess of six (6) consecutive days in a workweek.

67. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

68. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

69. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

70. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 69, and each and every part thereof with the same force and effect as though fully set forth herein.

71. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

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72. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

73. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

74. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

75. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

76. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

77. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during

meal periods.

78. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

79. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

80. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

81. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

84. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half

(3 ½) hours.

85. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

86. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

87. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

88. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

89. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 221, 223 1182.12, 1194, 1197, and 1197.1)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 89, and each and every part thereof with the same force and effect as though fully set forth herein.

91. At all relevant times, California Labor Code sections 221, 223, 1182.12, 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

92. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members, including, *inter alia*, minimum wages, regular wages,

overtime wages, and meal and rest premiums as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

93. Defendants' failure to pay Plaintiffs and the other class members the minimum and required wages as required violates California Labor Code sections 221, 223, 1182.12, 1194, 1197, and 1197.1. Pursuant to those sections Plaintiffs and the other class members are entitled to recover the unpaid balance of their unpaid wage compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

94. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

95. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201-203, 210)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 95, and each and every part thereof with the same force and effect as though fully set forth herein.

97. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of

1 quitting.

2 98. During the relevant time period, Defendants intentionally and willfully failed to
3 pay Plaintiffs and the other class members who are no longer employed by Defendants their
4 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

5 99. Plaintiffs and other class members were not paid at the time of their discharge
6 wages earned and unpaid throughout their employment, including but not limited to, wages due
7 to Plaintiffs and other class members for time worked off-the-clock to perform work duties and
8 for meal and rest period premium payments.

9 100. Defendants' failure to pay Plaintiffs and the other class members who are no
10 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)
11 hours of their leaving Defendants' employ, is in violation of California Labor Code sections
12 201 and 202.

13 101. California Labor Code section 203 provides that if an employer willfully fails to
14 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee
15 shall continue as a penalty from the due date thereof at the same rate until paid or until an
16 action is commenced; but the wages shall not continue for more than thirty (30) days.

17 102. Plaintiffs and the other class members are entitled to recover from Defendants
18 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
19 pursuant to California Labor Code sections 203 and 210.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 204)**

22 **(Against MASTER-HALCO, INC. and DOES 1 through 100)**

23 **(On behalf of Plaintiffs and class members only)**

24 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
25 through 102, and each and every part thereof with the same force and effect as though fully set
26 forth herein.

27 104. At all times herein set forth, California Labor Code section 204 provides that all
28 wages earned by any person in any employment between the 1st and 15th days, inclusive, of

any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

105. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

106. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members all wages due to them, within any time period permissible under California Labor Code section 204.

108. Plaintiffs and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

SEVENTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 108, and each and every part thereof with the same force and effect as though fully set forth herein.

110. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the

1 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
2 his or her social security number, (8) the name and address of the legal entity that is the
3 employer, and (9) all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee. The deductions
5 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
6 showing the month, day, and year, and a copy of the statement or a record of the deductions
7 shall be kept on file by the employer for at least three years at the place of employment or at a
8 central location within the State of California.

9 111. Defendants have intentionally and willfully failed to provide Plaintiffs and the
10 other class members with complete and accurate wage statements. The deficiencies include,
11 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and
12 the other class members.

13 112. As a result of Defendants' violation of California Labor Code section 226(a),
14 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
15 protected rights.

16 113. More specifically, Plaintiffs and the other class members have been injured by
17 Defendants' intentional and willful violation of California Labor Code section 226(a) because
18 they were denied both their legal right to receive, and their protected interest in receiving,
19 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

20 114. Plaintiffs and the other class members are entitled to recover from Defendants
21 the greater of their actual damages caused by Defendants' failure to comply with California
22 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per
23 employee.

24 115. Plaintiffs and the other class members are also entitled to injunctive relief to
25 ensure compliance with this section, pursuant to California Labor Code section 226(h).

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EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

116. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 115, and each and every part thereof with the same force and effect as though fully set forth herein.

117. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years.

118. Defendants have intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other class members.

119. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

120. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code section 1174(d).

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NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2800 and 2802)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

121. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 120, and each and every part thereof with the same force and effect as though fully set forth herein.

122. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

123. Plaintiffs and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

124. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the other class members for all necessary business-related expenses and costs, including and not limited to, costs of complying with Defendant's dress code (such as uniform apparel and protective gear), and costs of mileage associated with usage of their personal vehicles to drive to transport materials and refill oxygen tanks.

125. Plaintiffs and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(Violation of California Labor Code § 246)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiffs and class members only)

126. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set

1 forth herein.

2 127. Labor Code section 246(a)(l) provides that “[a]n employee who, on or after July
3 1, 2015, works in California for the same employer for thirty (30) or more days within a year
4 from the commencement of employment is entitled to paid sick days as specified in this
5 section.”

6 128. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick
7 days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
8 commencement of employment or the operative date of this article, whichever is later, subject
9 to the use and accrual limitations set forth in this section” and employees classified as
10 “exempt” are “deemed to work forty (40) hours per workweek for the purposes of this section ,
11 unless the employee’s normal workweek is less than forty (40) hours, in which case the
12 employee shall accrue paid sick leave based on that normal workweek[.]”

13 129. Labor Code section 246(b) provides: “[a]n employer may use a different
14 accrual method, other than providing one hour per every 30 hours worked, provided that the
15 accrual is on a regular basis so that an employee has no less than 24 hours of accrued sick
16 leave or paid time off by the 120th calendar day of employment or each calendar year, or in
17 each 12-month period” or “[a]n employer may satisfy the accrual requirements of this section
18 by providing not less than 24 hours or three days of paid sick leave that is available to the
19 employee to use by the completion of the employee’s 120th calendar day of employment.”

20 130. Labor Code section 246(l) provides that the employer shall calculate and pay
21 paid sick leave by using one of the following calculations: “[p]aid sick time for nonexempt
22 employees shall be calculated in the same manner as the regular rate of pay for the workweek
23 in which the employee uses paid sick time, whether or not the employee actually works
24 overtime in that workweek[.]” “[p]aid sick time for nonexempt employees shall be calculated
25 by dividing the employee’s total wages, not including overtime premium pay, by the
26 employee’s total hours worked in the full pay periods of the prior 90 days of employment[.]”
27 or “[p]aid sick time for exempt employees shall be calculated in the same manner as the
28 employer calculates wages for other forms of paid leave time.”

131. California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information: The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any “doing business as” names used by the employer. The physical address of the employer’s main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer’s workers’ compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

132. Defendants failed to use the earned commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to calculate sick time pay for each day in which Plaintiffs and the other class members were entitled to sick time pay.

133. Defendants failed to accurately record time worked and thus accurately credit/accrue sick time pay, failed to timely pay sick time pay, and/or failed to correctly calculate and pay sick time pay, to Plaintiffs and other class members and aggrieved employees, in violation of Labor Code section 245 *et seq.*, resulting in underpayment of wages in violation of Labor Code sections 201, 202, and 203.

134. Defendants failing to provide notice to Plaintiffs and other class members of their right to paid sick leave in violation of Labor Code section 2810.5.

135. During the relevant time period, Defendants intentionally and willfully failed to allow Plaintiffs’ and other class members to take sick days, failed to provide notice to Plaintiffs and other class members of their right to paid sick leave, and failed to provide paid

1 sick leave to Plaintiffs and other class members, as required under California Labor Code
2 sections 245 *et seq.* and 2810.5.

3 136. Plaintiffs and the other class members are entitled to recover all remedies
4 available for violations of California Labor Code sections 245 *et seq.* and 2810.5.

5 **ELEVENTH CAUSE OF ACTION**

6 **(Violation of California Business & Professions Code §§ 17200, *et seq.*)**

7 **(Against MASTER-HALCO, INC. and DOES 1 through 100)**

8 **(On behalf of Plaintiffs and class members only)**

9 137. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
10 through 136, and each and every part thereof with the same force and effect as though fully set
11 forth herein.

12 138. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
13 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
14 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
15 interest within the meaning of Code of Civil Procedure section 1021.5.

16 139. Defendants' activities as alleged herein are violations of California law, and
17 constitute unlawful business acts and practices in violation of California Business &
18 Professions Code section 17200, *et seq.*

19 140. A violation of California Business & Professions Code section 17200, *et seq.*
20 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
21 policies and practices of requiring employees, including Plaintiffs and the other class members,
22 to work overtime without paying them proper compensation violate California Labor Code
23 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
24 employees, including Plaintiffs and the other class members, to work through their meal and
25 rest periods without paying them proper compensation violate California Labor Code sections
26 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
27 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
28 practices of failing to timely pay wages to Plaintiffs and the other class members violate

California Labor Code sections 201, 202 and 204. Defendants also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

141. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

142. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

143. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years preceding the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

TWELFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, *et seq.*)

(Against MASTER-HALCO, INC. and DOES 1 through 100)

(On behalf of Plaintiff WIGGINS and aggrieved employees only)

144. Plaintiff WIGGINS incorporates by reference the allegations contained in paragraphs 1 through 143, and each and every part thereof with the same force and effect as though fully set forth herein.

145. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

146. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

1 147. Plaintiff WIGGINS and the other hourly-paid or non-exempt employees are
2 “aggrieved employees” as defined by California Labor Code section 2699(c) in that they are all
3 current or former employees of Defendants, and one or more of the alleged violations was
4 committed against them.

5 **Failure to Pay Overtime**

6 148. Defendants’ failure to pay legally required overtime wages to Plaintiff
7 WIGGINS and the other aggrieved employees is in violation of the Wage Orders and
8 constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and
9 1198.

10 **Failure to Provide Meal Periods**

11 149. Defendants’ failure to provide legally required meal periods to Plaintiff
12 WIGGINS and the other aggrieved employees is in violation of the Wage Orders and
13 constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and
14 512(a).

15 **Failure to Provide Rest Periods**

16 150. Defendants’ failure to provide legally required rest periods to Plaintiff
17 WIGGINS and the other aggrieved employees is in violation of the Wage Orders and
18 constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

19 **Failure to Pay Legally Required and Minimum Wages**

20 151. Defendants’ failure to pay legally required wages to Plaintiff WIGGINS and the
21 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or
22 unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

23 **Failure to Timely Pay Wages Upon Termination**

24 152. Defendants’ failure to timely pay wages to Plaintiff WIGGINS and the other
25 aggrieved employees upon termination in accordance with Labor Code sections 201 and 202
26 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201
27 and 202.

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Failure to Timely Pay Wages During Employment

153. Defendants' failure to timely pay wages to Plaintiff WIGGINS and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

154. Defendant's failure to provide complete and accurate wage statements to Plaintiff WIGGINS and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

155. Defendants' failure to keep complete and accurate payroll records relating to Plaintiffs WIGGINS and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

156. Defendants' failure to reimburse Plaintiff WIGGINS and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 and applicable IWC Wage Orders.

Failure to Provide Paid Sick Leave

157. Defendants' failure to allow Plaintiff WIGGINS and the other aggrieved employees to take a sick day, failure to provide notice to Plaintiff WIGGINS and the other aggrieved employees of their right to paid sick leave, failure to accurately credit/accrue their sick time pay, failure to provide them paid sick leave, and failure to correctly calculate and pay sick time pay, in violation of Labor Code section 245 *et seq.* constitutes unlawful and/or unfair activity prohibited by California Labor Code section 245 *et seq.*

158. Pursuant to California Labor Code section 2699, Plaintiff WIGGINS, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, all civil penalties against Defendants, and each of them,

including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, *et seq.* in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

159. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

160. Further, Plaintiff WIGGINS is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, request a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general public similarly situated, and Plaintiff WIGGINS, individually, and on behalf of other aggrieved employees, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That the first through eleventh causes of action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to class counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;

11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7(c);

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the other class members;

18. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7(c);

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;

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24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

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36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

- 1 49. For actual, consequential and incidental losses and damages, according to proof;
2 50. For the imposition of civil penalties and/or statutory penalties;
3 51. For reasonable attorneys' fees and costs of suit incurred herein; and
4 52. For such other and further relief as the Court may deem just and proper.

5 **As to the Tenth Cause of Action**

6 53. That the Court adjudge and decree that Defendants violated California Labor
7 Code section 245 *et seq.*, and 2810.5 by failing to properly credit/accrue paid sick time, by
8 failing to pay sick time pay at the correct regular rate of pay, and failing to provide notice of
9 right to paid sick leave.

10 54. For all actual, consequential, and incidental losses and damages, according to
11 proof;

12 55. For pre-judgment interest on any unpaid wages from the date such amounts
13 were due; and

14 56. For such other and further relief as the Court may deem just and proper.

15 **As to the Eleventh Cause of Action**

16 57. That the Court decree, adjudge and decree that Defendants violated California
17 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the
18 other class members all overtime compensation due to them, failing to provide all meal and
19 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to
20 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'
21 wages timely as required by California Labor Code section 201, 202 and 204 and by violating
22 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

23 58. For restitution of unpaid wages to Plaintiffs and all the other class members and
24 all pre-judgment interest from the day such amounts were due and payable;

25 59. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violation of California Business and Professions Code sections
28 17200, *et seq.*;

60. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

61. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

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

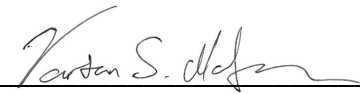
As to the Twelfth Cause of Action

63. For civil penalties and wages pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 200, 201, 201.3, 202, 203, 204, 206.5, 210, 219, 221, 223, 226, 226.2, , 226.7, 246, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2751, 2800 2802, 2804, 2810.5, and Industrial Welfare Commission Wage Orders; and

64. For such other and further relief as the Court may deem equitable and appropriate.

Dated: May 22, 2026

LAWYERS for JUSTICE, PC

By: 
Vartan Madoyan
Attorneys for Plaintiffs