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County of Santa Barbara
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

CHRISTOPHER BRINTRUP, individually, and on behalf of himself and all others similarly situated,

Plaintiff,

v.

MANN+HUMMEL WATER & FLUID SOLUTIONS, INC., a Delaware Corporation; and DOES 1 through 50, inclusive,

Defendant.

Case No. 24CV00745

FIRST AMENDED COMPLAINT FOR DAMAGES FOR:

1) **Failure to Pay Minimum Wages**
2) **Failure to Pay Overtime**
3) **Failure to Provide Lawful Meal Periods**
4) **Failure to Authorize and Permit Rest Periods**
5) **Failure to Timely Pay Wages During Employment**
6) **Failure to Timely Pay Wages Owed Upon Separation from Employment**
7) **Failure to Furnish Accurate Itemized Wage Statements**
8) **Failure to Reimburse Necessary Business Expenses**
9) **Violation of the Unfair Competition Law**
10) **Civil Penalties Pursuant to Private Attorneys' General Act, Labor Code section 2698 et seq**

DEMAND FOR JURY TRIAL

Plaintiff CHRISTOPHER BRINTRUP ("Plaintiff"), individually, and on behalf of himself and all others similarly situated, asserts claims against defendant MANN+HUMMEL & FLUID SOLUTIONS, INC., a Delaware Corporation, and DOES 1 through 50, inclusive ("Defendant") as follows:

INTRODUCTION

1. The purpose of this amendment is to add claims under Labor Code section 2698 et seq. ("PAGA") within the context of the above-entitled action for both individual and representative penalties. **This amendment is made as a matter of right pursuant to Labor Code section 2699.3(a)(2)(C).**

2. This is both an individual action and a representative action for recovery of penalties under the Private Attorneys' General Act of 2004 ("PAGA"), Cal. Lab. Code section 2698 *et seq*. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and all other current and former aggrieved employees, to recover civil penalties and address an employer's violations of the California Labor Code.

3. In addition to his individual causes of action, Plaintiff brings this action pursuant to the PAGA on a representative basis on behalf of all non-exempt employees working directly or indirectly for Defendant in the State of California (the "Aggrieved Employees") from February 4, 2024 to the conclusion of this action.

4. Plaintiff brings this action on behalf of himself and the Aggrieved Employees to recover civil penalties and address Defendant's violations of the California Labor Code and the IWC Wage Orders.

5. Defendant violated various provisions of the California Labor Code and IWC Wage Orders. Defendant's violations include: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Owed; (3) Failure To Provide Lawful Meal Periods; (4) Failure To Authorize And Permit Rest Periods; (5) Failure to Timely Pay Wages During Employment; (6) Failure to Timely Pay Wages Upon Separation from Employment (7) Failure to Reimburse Necessary Expenses; and (8) Knowing and Intentional Failure to Comply with Wage Statement Provisions.

6. This action is timely because Plaintiff suffered from a violation or numerous violations of the California Labor Code within one year of the date on which a PAGA notice was sent to the LWDA

via online submission. More than 65 days have passed, and no response has been received by the LWDA. Plaintiff thereby satisfied the notice requirement under the statute and is permitted to proceed with this action in a representative capacity.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except those given by statute to other courts.

8. Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

9. Venue is proper in this Court because the Defendant resides, transacts business, or has offices in this County, Plaintiff is a resident of this County, and the acts or omissions alleged herein took place in this County.

PARTIES

10. Defendant MANN+HUMMEL WATER & FLUID SOLUTIONS, INC., LLC is a Delaware Corporation in good standing that is authorized to do business throughout the State of California, with multiple locations statewide. Its employees work throughout Santa Barbara County and California, including at the location at 93 South La Patera Lane, Goleta, CA 93117. Defendant's headquarters are located at Schwieberdinger Str. 126, Ludwigsburg, Germany.

11. Plaintiff Christopher Brintrup is and during the liability period has been, a resident of Ventura County, California.

12. Defendant employed Plaintiff in a line operator position during the relevant time period.

13. Defendant employed Plaintiff and the members of the aggrieved group as non-exempt employees, either directly or indirectly, in the State of California at any time from one year prior to the filing of the PAGA notice to the conclusion of this action.

14. Whenever in this Complaint reference is made to any act, deed, or conduct of Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through one or more of Defendant's officers, directors, agents, employees, or representatives, who was actively engaged in the management, direction, control, or transaction of the ordinary business and affairs of Defendant.

15. The true names and capacities of Defendants, whether individual, corporate, associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

16. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

17. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this Complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

18. During the relevant time frame, Defendant compensated Plaintiff and the Aggrieved Employees based upon an hourly wage.

19. Plaintiff and the Aggrieved Employees were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

20. During the relevant time, Defendant employed Plaintiff in an hourly, non-exempt line operator position from February 2023 to June 2024 at Defendant's factory located at 93 South La Patera

Lane, Goleta, CA 93117.

21. The members of the aggrieved group were, and at all times pertinent to, have been hourly, non-exempt factory employees of Defendant throughout the state of California during the liability period.

22. Plaintiff typically worked six days a week, averaging over 40 hours a week.

23. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

24. All Aggrieved Employees, including Plaintiff, are similarly situated in that they are all subject to Defendant's uniform policies and systemic practices as specified herein.

25. Plaintiff and the Aggrieved Employees were not properly compensated for all hours worked, in part because they were frequently required to work off the clock.

26. In addition, the Aggrieved Employees frequently worked in excess of eight (8) hours a day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate of time and one-half the employee's regular rate of pay per hour.

27. Defendant failed to properly calculate Plaintiff's and the Aggrieved Employees' regular rate of pay because Defendant failed to include all forms of compensation in the regular rate including, bonuses, incentives, commissions, and other compensation.

28. Aggrieved Employees were regularly required to work shifts in excess of five hours without being provided a lawful meal period and over ten hours in a day without being provided a second lawful meal period as required by law.

29. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling practices, lack of coverage, work demands, production requirements, and Defendant's policies and practices, Defendant frequently failed to provide Plaintiff and the Aggrieved Employees timely, legally complaint uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts over ten hours as required by law.

30. On information and belief, Plaintiff and Aggrieved Employees did not waive their rights to meal periods under the law.

31. Plaintiff and the Aggrieved Employees were not provided with valid lawful on-duty meal periods.

32. Despite the above-mentioned meal period violations, Defendant failed to compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees, one additional hour of pay at their regular rate as required by California law when meal periods were not timely or lawfully provided in a compliant manner.

33. Plaintiff is informed and believes, and thereon alleges, that Defendant knows, should know, knew, and/or should have known that Plaintiff and the other Aggrieved Employees were entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but were not receiving such compensation.

34. In addition, during the relevant time frame, Plaintiff and the Aggrieved Employees were systematically not authorized and permitted to take one net ten-minute paid, rest period for every four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC wage order.

35. Defendant maintained and enforced production requirements, scheduling and staffing practices, policies, and imposed work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such requisite rest periods were not timely authorized and permitted.

36. In addition, Plaintiff and Aggrieved Employees were not allowed to leave the premises during certain meal and rest breaks.

37. Despite the above-mentioned rest period violations, Defendant did not compensate Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of pay at their regular rate as required by California law, including Labor Code section 226.7 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized and permitted.

38. Moreover, Plaintiff and the Aggrieved Employees were required to incur necessary expenses in the discharge of their duties, including without limitation cell phone expenses, pens, office supplies, and tools (including box cutters), but were not reimbursed for such necessary expenses.

39. Defendant also failed to provide accurate, lawful itemized wage statements to Plaintiff and the Aggrieved Employees in part because of the above specified violations. In addition, upon information and belief, Defendant omitted an accurate itemization of total hours worked, the applicable hourly rates, the number of hours worked at each rate, the name and address of the legal entity that is the employer, gross pay and net pay figures from Plaintiff, and the Aggrieved Employees' wage statements.

Such actions were and continue to be in violation of the California Labor Code and applicable IWC Wage Orders.

40. Defendant has also made it difficult to determine applicable hourly rates of pay, total hours worked, and account with precision for the unlawfully withheld wages and deductions due to be paid to non-exempt employees, including Plaintiff, during the liability period because they did not implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided rest and meal periods owed to employees as required for non-exempt employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable California Wage Orders.

41. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendant knew that at the time of termination of employment (or within 72 hours thereof for resignations without prior notice as the case may be) they had a duty to accurately compensate Plaintiff and the Aggrieved Employees for all wages owed including minimum wages, straight time wages, overtime, rest period premiums, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-specified violations.

42. Plaintiff and the Aggrieved Employees are covered by applicable California IWC Wage Orders and corresponding applicable provisions of the California Code of Regulations, Title 8, section 11000 *et seq*.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(By Plaintiff Against Defendant)

43. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

44. Labor Code section 204 establishes the fundamental right of all employees in the State of California to be paid wages, including minimum wage, straight time and overtime, in a timely fashion for their work.

45. Labor Code section 1194(a) provides that notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the

full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

46. Labor Code section 1197 provides: The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

47. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

48. The applicable wage orders and California Labor Code sections 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law.

49. Labor Code sections 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code section 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon.

50. During all relevant periods, the California Labor Code and wage orders required that Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due for all hours worked.

51. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

52. At all times relevant, Plaintiff consistently worked hours for which he was not paid because Defendant frequently required Plaintiff to work off the clock.

53. Plaintiff is informed and believes that Defendant was aware that Plaintiff was working off the clock and that he should have been paid for this time.

54. Defendant's policy and practice of not paying all minimum wages violates California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the applicable wage order -2001, 4-2001, and 7-2001.

55. Due to Defendant's violations of the California Labor Code and wage orders, Plaintiff is

entitled to recover from Defendant his unpaid wages, statutory penalties, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, as well as liquidated damages.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(By Plaintiff Against Defendant)

56. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

57. During all relevant periods, Defendant required Plaintiff to work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours per workweek.

58. During all relevant periods, both the California Labor Code sections 1194, 1197, 510, 1198, and the pertinent wage order s required that all work performed by an employee in excess of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be compensated at the rate of no less than twice the regular rate of pay of an employee.

59. During all relevant periods, Defendant had a uniform policy of requiring Plaintiff to work in excess of eight (8) hours in a workday and/or in excess of forty (40) hours in a workweek without compensating him at a rate of one and one-half (1.5) times their regular rate of pay. Upon information and belief, Defendant also failed to properly compensate Plaintiff for hours worked in excess of twelve (12) hours in one (1) day, or eight (8) hours on the seventh (7th) day of a workweek.

60. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

61. At all times relevant, Plaintiff consistently worked hours for which he was not paid because Plaintiff was required to work off the clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40) hours in a workweek and should have been paid at the overtime rate.

62. Plaintiff is informed and believes that Defendant was aware that Plaintiff was working off the clock and that he should have been paid for this time.

63. In addition, upon information and belief, Defendant failed to incorporate all forms of compensation, including without limitation bonuses, differentials, and incentives, into the regular rate for overtime purposes.

64. As a result, Defendant failed to pay Plaintiff earned overtime wages and such employees suffered damages as a result.

65. Defendant knew or should have known Plaintiff was undercompensated as a result of these practices.

66. Due to Defendant's violations of the California Labor Code, Plaintiff is entitled to recover from Defendant his unpaid overtime wages, reasonable attorneys' fees and costs in this action, and pre-judgment and post-judgment interest, statutory penalties, and liquidated damages.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL MEAL PERIODS

(By Plaintiff Against Defendant)

67. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

68. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

69. Similarly, pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than ten (10) hours without providing a second meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. A second meal break may only be waived by mutual consent, and if the employee did not waive his or her first meal period, and the employee's work day will not exceed twelve hours.

70. For the relevant time period, Defendant failed to provide Plaintiff timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

71. For the relevant time period, Defendant also failed to provide Plaintiff timely and uninterrupted second meal periods of not less than thirty (30) minutes on shifts longer than ten hours.

72. Indeed, during the relevant time, as a consequence of Defendant's staffing and scheduling practices, lack of coverage, production demands, work demands, and Defendant's policies and practices, Plaintiff was not provided with legally required meal periods.

73. On information and belief, Plaintiff did not waive his right to meal periods under the law.

74. Plaintiff was not provided with valid lawful on-duty meal periods.

75. Plaintiff was not paid one hour of pay at his regular rate for each day that a first or second meal period was not lawfully provided.

76. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at time of trial.

77. Pursuant to Labor Code § 226.7, Plaintiff is entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. He is also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

78. As a result of the unlawful acts of Defendant, Plaintiff has been deprived of premium wages in amounts to be determined at trial, and is entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(By Plaintiff Against Defendant)

79. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

80. Pursuant to the IWC wage orders applicable to Plaintiff's employment by Defendant, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period…. [The] authorized 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 worked or major fraction thereof.… Authorized rest period time shall be counted as hours worked, for which there shall be no deduction from wages."

81. Labor Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period mandated by an applicable order of the IWC.

82. Defendant was required to authorize and permit employees such as Plaintiff to take rest periods during shifts in excess of 3.5 hours, based upon the total hours worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.

83. Despite said requirements of the IWC wage orders applicable to Plaintiff's employment with Defendant, Defendant failed and refused to authorize and permit Plaintiff to take lawful, net ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.

84. Defendant did not pay Plaintiff one additional hour of pay at his regular rate of pay for each day that a rest period violation occurred.

85. By its failure to authorize and permit Plaintiff to take a lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and three (3) total ten (10) minute rest periods on days on which Plaintiff work(ed) shifts in excess of ten (10) hours, and by its failure to provide compensation for such unprovided rest periods as alleged herein, Defendant willfully violated the provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

86. As a result of the unlawful acts of Defendant, Plaintiff was deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DUE DURING EMPLOYMENT

(By Plaintiff Against Defendant)

87. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

88. Labor Code section 204 requires that all wages are due and payable twice in each calendar month.

89. The wages required by Wage Order 1-2001, 4-2001, 7-2001 and Labor Code §§ 226.7, 510, 1194, 1454 and other sections became due and payable to each employee in each month that he or she was not paid minimum wage, straight or overtime wages to which he or she was entitled.

90. Defendant violated Labor Code § 204 by systematically refusing to pay wages due under the Labor Code and applicable wage orders.

91. Labor Code section 210 (a) provides that "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

92. As a result of the unlawful acts of Defendant, Plaintiff seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs, pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES OWED UPON SEPARATION FROM EMPLOYMENT

(By Plaintiff Against Defendant)

93. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

94. Labor Code §§ 201 and 202 require Defendant to pay its employees all wages due within seventy-two (72) hours of separation of employment.

95. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

96. Plaintiff is entitled to compensation for all forms of wages earned, including but not limited to minimum wages, overtime, and premium meal and rest period compensation, but to date have not received such compensation, therefore entitling them to Labor Code § 203 penalties.

97. Further, irrespective of any derivative violation, Plaintiff alleges that Defendant failed to provide him with his final paycheck within the time frames established by Labor Code section 201-202.

98. Plaintiff is thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURTE ITEMIZED WAGE STATEMENTS

(By Plaintiff Against Defendant)

99. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

100. Labor Code section 226(a) reads in pertinent part: "Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee… (4) all deductions… (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period and the corresponding number of hours worked at each hourly rate by the employee….".

101. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep accurate information with respect to each employee including the following: (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals, and total daily hours worked shall also be recorded…(5) Total hours worked in the payroll period and applicable rates of pay…."

102. Labor Code section 1174 of the California also requires Defendant to maintain and preserve, in a centralized location, among other items, records showing the names and addresses of all

employees employed and payroll records showing the hours worked daily by, and the wages paid to, its employees. On information and belief and based thereon, Defendant has knowingly and intentionally failed to comply with Labor Code section 1174, including by implementing the policies and procedures and committing the violations alleged in the preceding causes of action and herein. Defendant's failure to comply with Labor Code section 1174 is unlawful pursuant to Labor Code section 1175.

103. Defendant has failed to record many of the items delineated in applicable Industrial Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff for all hours worked and for missed and non-provided meal and rest periods, or which failed to include compensation for all minimum wages earned or overtime hours worked, was an inaccurate wage statement.

104. On information and belief, Defendant failed to implement and preserve a lawful record-keeping method to record all hours worked, meal periods, and non-provided meal and rest periods owed to employees, as required for non-exempt employees under California Labor Code section 226 and applicable California Wage Orders. In order to determine if they had been paid the correct amount and rate for all hours worked, Plaintiff have been, would have been, and are compelled to try to discover the required information missing from their wage statements and to perform complex calculations in light of the inaccuracies and incompleteness of the wage statements Defendant provided to them.

105. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendant did not furnish Plaintiff with an accurate itemized statement in writing accurately reflecting all of the required information. Specifically, Defendant has also omitted accurate itemizations of total hours worked, the name and address of the legal entity that is the employer, and gross pay from Plaintiff's wage statements. In addition, Defendant has failed to provide accurate itemized wage statements as a consequence of the above-specified violations for failure to accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest period premiums as required by law.

106. Moreover, upon information and belief, as a pattern and practice, in violation of Labor Code section 226(a) and the IWC Wage Orders, Defendant did not and does not maintain accurate records pertaining to the total hours worked for Defendant by Plaintiff, including but not limited to, beginning and ending of each work period, meal period and split shift interval, the total daily hours worked, and the

total hours worked per pay period and applicable rates of pay.

107. Plaintiff suffered injury as a result of Defendant's failure to maintain accurate records for him in that he was not timely provided written accurate itemized statements showing all requisite information, such that he was misled by Defendant as to the correct information regarding various items, including but not limited to the identity of the employer, total hours worked by the employee, gross pay, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

108. Pursuant to Labor Code section 226, and in light of Defendant's violations addressed above, Plaintiff is entitled to recover up to a maximum of $4,000.00, along with an award of costs and reasonable attorneys' fees.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY EXPENSES

(By Plaintiff Against Defendant)

109. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

110. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

111. Labor Code § 2802 requires Defendant to indemnify Plaintiff for necessary expenditures incurred in direct consequence of the discharge of his duties.

112. Plaintiff was required to incur expenses in the performance of his assigned job duties. For example, Plaintiff was required to incur numerous out of pocket expenses, including without limitation, cellular phones, pens, office supplies, and tools (including box cutters), in direct consequence of the discharge of his duties.

113. Upon information and belief, the Defendant did not reimburse Plaintiff for such expenses.

114. As a result of the unlawful acts of Defendant, Plaintiff has deprived of unreimbursed sums in amounts to be determined at trial, and is entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

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NINTH CAUSE OF ACTION

VIOLATION OF THE UNFAIR COMPETITION LAW

(By Plaintiff Against Defendant)

115. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

116. Defendant's conduct, as alleged in this complaint, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, Defendant's competitors, and the general public. Plaintiff also seeks to enforce important rights affecting the public interest within the meaning of the California Code of Civil Procedure § 1021.5.

117. Defendant's policies, activities, and actions as alleged herein are violations of California law and constitute unlawful business acts and practices in violation of California Business and Professions Code §§ 17200, *et seq*.

118. A violation of California Business and Professions Code §§ 17200, *et seq*., may be predicated on the violation of any state or federal law.

119. The state law violations, including violations of the relevant IWC Wage Order, detailed herein above are the predicate violations for this cause of action. By way of example only, in the instant case Defendant's policy of failing to lawfully provide Plaintiff with timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders. Defendant further violated the law through its policies of failing to fully and accurately compensate Plaintiff for all hours worked, including minimum wages and overtime as well as failing to provide accurate itemized wage statement as specified above.

120. Plaintiff has been personally aggrieved by Defendant's unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

121. Pursuant to California Business and Professions Code §§ 17200, *et seq*., Plaintiff is entitled to restitution of the wages withheld and retained by Defendant during a period that commences four (4) years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of costs.

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TENTH CAUSE OF ACTION

PENALTIES UNDER THE PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE SECTION 2698 *ET SEQ.*

(Plaintiff Against Defendant)

122. Plaintiff incorporates each and every allegation set forth in all of the foregoing paragraphs as if fully set forth herein.

123. Plaintiff gave timely written notice by online submission to the LWDA and by certified mail to Defendant of Defendant's violations of numerous provisions of the California Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required by statute.

124. Plaintiff is an "aggrieved employee" as defined in Labor Code Section 2699(A), as he was employed by Defendant during the statutory period and suffered one or more of the Labor Code violations set forth herein. He seeks to recover for himself and all other current and former aggrieved employees of Defendant the civil penalties provided by PAGA, plus reasonable attorneys' fees and costs.

125. 65 days have passed, and no response has been received from the LWDA. Accordingly, the LWAD has permitted Plaintiff to proceed in a representative capacity.

126. Plaintiff has exhausted all administrative procedures required of them under the Labor Code §§2698, 2699, 2699.3, and as a result, is justified as a matter of right in bringing forward this cause of action.

127. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties for which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint.

128. Plaintiff seeks to recover the PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal. 4th 969. Class certification of the PAGA claims is not required.

129. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover civil penalties for which Defendant is liable due to numerous Labor Code and Wage Order violations as set forth in this Complaint.

130. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seeks penalties under Labor Code §2699, for, without limitation, the claims set forth herein, including:

a. Defendant's failure to comply with the requirement of Labor Code §1182.12, 1194, 1197, 1198, and Wage Orders to pay at least minimum wage for every hour worked.

b. Defendant's failure to comply with the requirement of Labor Code §510, 1194, 1197, 1198, and Wage Orders to accurately pay all wages earned, including overtime and reporting wages.

c. Defendant's failure to comply with the requirement of Labor Code §216 to pay wages after demand was made.

d. Defendant's failure to comply with the requirement of Labor Code §§204 and 210 to pay, without condition and within the time set by the applicable article, all wages, or parts thereof.

e. Defendant's failure to comply with the requirement of Labor Code §225.5 to pay wages due.

f. Defendant's failure to comply with the requirement of Labor Code §§201 and 202 to pay wages due to former employees.

g. Defendant's failure to comply with the requirement of Labor Code §203 to pay waiting time penalties to former employees.

h. Defendant's failure to comply with the requirement of Labor Code §226.7, 512, 1198, and IWC Wage Orders to provide timely, uninterrupted 30 minute off-duty meal periods.

i. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful meal break that was not provided.

j. Defendant's failure to comply with the requirement of Labor Code §226.7, 1198, and IWC Wage Orders to authorize and permit ten (10) minute rest breaks.

k. Defendant's failure to comply with the requirement of Labor Code §§226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each statutorily required rest break that was not lawfully authorized and permitted.

l. Defendant's failure to provide accurate compliant wage statements under Labor Code section 226.

m. Defendant's failure to reimburse necessary expenses as required by Labor Code section 2802.

n. Defendant's failure to keep accurate records under Labor Code sections 226, 1174, 1198, and the Wage Order.

131. Plaintiff seeks penalties on behalf of the Aggrieved Employee as set forth above unless explicitly indicated otherwise.

132. Plaintiff seeks civil penalties for Defendant's violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

a. Pursuant to Labor Code §210, for violations of Labor Code §204, Defendant is subject to a civil penalty in the amount of one hundred dollars ($100) for the initial violation for each failure to pay each employee and two hundred ($200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.

b. Pursuant to Labor Code §226.3, for violations of Labor Code §226 (a) Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars ($250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars ($1,000) per aggrieved employee for violations in subsequent pay period.

c. Pursuant to Labor Code §558, "[a]ny employer or other person acting on behalf of an employer who violated, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the Industrial Welfare Commission," including Labor Code §§510 and 512, shall be subject to a civil penalty, in addition to any other penalty provided by law, of fifty dollars ($50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid and one hundred dollars ($100) for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid.

d. For violations of Labor Code §1174(d), Defendant is subject to a civil penalty of five hundred dollars ($500).

e. Pursuant to Labor Code §1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

133. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under Labor Code §§2698 et seq. and 2699 because of Defendant's violation of numerous provisions of the California Labor Code and IWC Wage Orders.

134. Under Labor Code §2699, Plaintiff and Aggrieved Employees are entitled to $100 for any initial violation and $200 for all subsequent violations of the above-mentioned provisions of the California Labor Code.

135. Under Labor Code §2699, Plaintiff and Aggrieved Employees should be awarded twenty-five percent (25%) of all penalties due under California Law, interest, attorneys' fees and costs. Under Labor Code §2699, the State of California should be awarded seventy-five percent (75%) of the penalties due under California Law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray judgment against Defendant, as follows:

On the First Cause of Action

(Unpaid Minimum Wages)

1. For the unpaid balance of the full amount of any minimum wages, and regular wages owed, as well as interest thereon.

2. Penalties according to statute.

3. Liquidated damages.

4. Reasonable attorneys' fees, and costs of suit

5. For interest.

6. For such other and further relief as the Court deems proper.

On the Second Cause of Action

(Unpaid Overtime)

1. For the unpaid balance of the full amount of any overtime wages owed, as well as interest thereon.

2. Penalties according to statute.

3. Liquidated damages.

4. Reasonable attorneys' fees, and costs of suit.

5. For interest.

6. For such other and further relief as the Court deems proper.

On the Third Cause of Action

(Unpaid Meal Period Premiums)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided.

2. For reasonable attorneys' fees and costs pursuant to statute.

3. For such other and further relief as the Court deems proper.

On the Fourth Cause of Action

(Unpaid Rest Period Premiums)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted.

2. For reasonable attorneys' fees and costs pursuant to statute.

3. For such other and further relief as the Court deems proper.

On the Fifth Cause of Action

(Failure to Timely Pay Wages During Employment)

1. For unpaid wages.

2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages unlawfully withheld.

3. For interest.

4. For reasonable attorneys' fees and costs pursuant to statute.

5. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

(Untimely Final Wages)

6. For unpaid wages.

7. For penalties pursuant to Labor Code § 203.

8. For interest.

9. For reasonable attorneys' fees and costs pursuant to statute.

10. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

(Failure to Provide Accurate Wage Statements)

1. For statutory penalties, including penalties pursuant to Labor Code section 226.

2. For reasonable attorneys' fees and costs.

3. For such other and further relief as the Court deems proper.

On the Eighth Cause of Action

(Failure to Reimburse Necessary Business Expenses)

1. For unreimbursed sums.

2. For reasonable attorneys' fees and costs pursuant to statute.

3. For interest.

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

On the Ninth Cause of Action

(Unfair Competition)

1. That Defendant pay restitution and/or disgorgement of sums to Plaintiff for the Defendant's past failure to pay overtime and regular wages, for Defendant's past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiff over the relevant period in an amount according to proof.

2. For reasonable attorneys' fees that Plaintiff is entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194.

3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due.

4. For costs of suit incurred herein that Plaintiff is entitled to recover under the Labor Code.

5. For such other and further relief as the Court deems proper.

On the Tenth Cause of Action

(Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)

1. For penalties according to proof, pursuant to Labor Code §§2698 et seq. for the violations specified above.

2. For penalties under Labor Code sections 210, 226.3, 1197.1, and 2699(a) and (f).

3. For interest at the legal rate pursuant to Labor Code §§218.6, 1194, California Civil Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment interest.

4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§1194, 226, 2699, and/or Code of Civil Procedure §1021.5, and/or any other applicable provisions providing for attorneys' fees and costs.

5. For such other and further relief as the Court deems proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of the Aggrieved Employees, respectfully demands a jury trial in this matter.

Respectfully submitted,

JAMES HAWKINS APLC

Dated: April 11, 2025

Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
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CHRISTOPHER BRINTRUP, individually, and on behalf of himself and all others similarly situated