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SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

JOSE MANUEL LOPEZ, individually and
on behalf of all individuals similarly
situated,

Plaintiff,

vs.

PACIFIC SINGLE PLY ROOFING INC., a
California corporation; ALFRED
MONTTOYA, an individual; and DOES 1
through 25, inclusive,

Defendants.

CASE NO. 25STCV15033

CLASS ACTION COMPLAINT

- 1. FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND CAL. LABOR CODE §§ 200, 226, 500, 510, 1194, 1197, AND 1198;**
- 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1194.2, 1197;**
- 3. FAILURE TO PAY OVERTIME COMPENSATION IN VIOLATION OF CAL. LABOR CODE § 1194, ET SEQ.**
- 4. MISSED MEAL AND REST BREAKS IN VIOLATION OF CAL. LABOR CODE §§ 200, 226.7, 512, 516, 558, and 1198;**
- 5. FAILURE TO PROVIDE WAGE STATEMENTS IN VIOLATION OF CAL. LABOR CODE § 226;**
- 6. FAILURE TO REIMBURSE BUSINESS EXPENSES IN VIOLATION OF LABOR CODE § 2802;**

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County of Los Angeles
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- 7. **FAILURE TO PAY COMPENSATION
UPON TERMINATION OF EMPLOYMENT
IN VIOLATION OF CAL. LABOR CODE §
201-203;**
- 8. **VIOLATIONS OF CAL. B&P CODE §§
17200, *ET SEQ.*; AND**
- 9. **VIOLATION OF LABOR CODE §§ 2698, *ET
SEQ.* (“PAGA”)**

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE L. RAMIREZ, individually and on behalf of all individuals similarly situated
2 (“Plaintiff”), hereby brings this Class Action Complaint for Damages against Defendants PACIFIC
3 SINGLE PLY ROOFING INC. (“PACIFIC”), a California corporation; ALFRED MONTOYA
4 (“MONTOYA”), an individual, and DOES 1 through 25, inclusive, (collectively, “Defendants”) and
5 states and alleges as follows:

6 **THE PARTIES**

7 1. Plaintiff was, at all times relevant to this Complaint, an adult individual living and
8 working in California.

9 2. At all times relevant to this Complaint, Defendant PACIFIC is and was a California
10 corporation operating a business within the State of California, specifically in the County of Los
11 Angeles.

12 3. At all times relevant to this Complaint, Defendant MONTOYA is and was the director
13 and agent of PACIFIC.

14 4. Plaintiff is unaware of the true names or capacities of Defendants sued herein under
15 the fictitious names DOES 1–25 but prays for leave to amend and serve such fictitiously named
16 Defendants pursuant to California Code of Civil Procedure section 474 once their names and
17 capacities become known.

18 5. Plaintiff is informed and believes, and thereon alleges, that DOES 1–25 are the
19 partners, agents, owners, shareholders, managers, principals or employees of Defendants and/or were
20 acting on behalf of Defendants.

21 6. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
22 omissions alleged herein was performed by or is attributable to Defendants and/or DOES 1–25, each
23 acting as the agent for the other, with legal authority to act on the other’s behalf. The acts of any and
24 all Defendants were in accordance with, and represent the policy of, all Defendants.

25 7. At all times herein mentioned, Defendants, and each of them, ratified each and every
26 act or omission complained of herein. At all times herein mentioned, Defendants, and each of them,
27 aided and abetted the acts and omissions of each and all of the other Defendants in proximately
28 causing the damages herein alleged.

8. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently or otherwise responsible for the acts, omissions, occurrences and transactions alleged herein.

JURISDICTION

9. This action is properly filed in Los Angeles County because the acts and omissions that give rise to Plaintiff's claims took place in Los Angeles County, California, as Plaintiff was employed by Defendants in Los Angeles County, California, and Defendants transact business in this County.

10. This Court has jurisdiction over Defendants because Defendants have sufficient minimum contacts with and regularly conduct business within the State of California, specifically in the County of Los Angeles.

ALTER EGO, AGENCY, AND JOINT EMPLOYER

11. MONTROYA owned and/or controlled the businesses operated by PACIFIC, and furthermore, MONTROYA exercised control over the labor practices of each and every one of the employees (inclusive of Plaintiff) of each and every one of their said interests, and caused the violations at issue in this Complaint.

12. Based on the foregoing allegations, MONTOYA, in fact, caused violations at-issue in this Complaint, thereby creating individual liability under Labor Code § 558.1.

13. Pursuant to the provisions of Labor Code § 558, the liability of MONTROYA would include any and all amounts sufficient to recover any and all missed meal and rest break premiums, and unpaid wages to Plaintiff and the Class Members.

14. As further referenced hereinbelow, the viability of obtaining liability of individuals by this method was discussed by the California Supreme Court in *Reynolds v. Bement* (2005) 36 Cal.4th 1075, 1089 where the court noted that individual liability against non-employers could be obtained through the use of § 558.

15. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity of interest and ownership between PACIFIC, MONTOYA, and DOES 1-25 that the individuality and separateness of Defendants has ceased to exist.

1 16. Plaintiff is informed and believes, and based thereon alleges, that despite the
2 formation of purported corporate existence, PACIFIC, MONTOYA, and DOES 1-25 are, in reality,
3 one and the same, including, but not limited to because:

4 17. PACIFIC is or was completely dominated and controlled by MONTOYA and DOES
5 1-25, who personally committed the frauds and violated the laws as set forth in this complaint, and
6 who have hidden and currently hide behind PACIFIC to perpetrate frauds, circumvent statutes, or
7 accomplish some other wrongful or inequitable purpose.

8 18. MONTOYA and DOES 1-25 have acted on behalf of PACIFIC, who violate, or cause
9 to be violated, the provisions regulating minimum wages or hours and days of work in any order of
10 the Industrial Welfare Commission, or violate, or cause to be violated, California Labor Code
11 Sections 203, 226, 226.7, 510, 1194, 1197, or 2802.

12 19. MONTOYA and DOES 1-25 have acted on behalf of PACIFIC, who violate, or cause
13 to be violated, the provisions regulating meal and rest breaks in any order of the Industrial Welfare
14 Commission, or violate, or cause to be violated, California Labor Code Sections 226.7, and 512.

15 20. MONTOYA and DOES 1-25 derive actual and significant monetary benefits by and
16 through PACIFIC as the funding source for their own personal expenditures.

17 21. Plaintiff is informed and believes that MONTOYA, PACIFIC, and DOES 1-25, while
18 really one and the same, were segregated to appear as though separate and distinct for purposes of
19 perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable
20 purpose.

21 22. Plaintiff is informed and believes that PACIFIC does not or did not comply with all
22 requisite corporate formalities to maintain a legal and separate corporate existence.

23 23. Plaintiff is informed and believes, and based thereon alleges, that the business affairs
24 of MONTOYA, PACIFIC, and DOES 1-25 are, and at all times relevant were, so mixed and
25 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
26 confusion.

27 24. PACIFIC is, and at all times relevant hereto was, used by MONTOYA and DOES 1-
28 25 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the

1 alter ego of MONTOYA and DOES 1-25. The recognition of the separate existence of PACIFIC,
2 and/or MONTOYA would not promote justice, in that it would permit Defendants to insulate
3 themselves from liability to Plaintiff for violations of the Labor Code. The corporate existence of
4 MONTOYA, PACIFIC, and DOES 1-25 should be disregarded in equity and for the ends of justice
5 because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

6 25. Accordingly, PACIFIC constitutes the alter egos of MONTOYA and DOES 1-25, and
7 the fiction of their separate corporate existence must be disregarded.

8 26. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
9 thereon alleges, that PACIFIC, MONTOYA, and DOES 1-25 are Plaintiff's joint employers by virtue
10 of a joint enterprise, and that Plaintiff was an employee of PACIFIC, MONTOYA, and DOES 1-25.
11 Plaintiff performed services for each and every one of Defendants, and to the mutual benefit of all
12 Defendants, and all Defendants shared control of Plaintiff as employee, either directly or indirectly,
13 and the manner in which Defendants' business was and is conducted.

14 **FACTUAL ALLEGATIONS**

15 27. Plaintiff worked for Defendants as an hourly, non-exempt employee beginning on or
16 around May 6, 2024, until on or around September 6, 2024.

17 28. Defendants scheduled Plaintiff from 4:00 a.m. to 12:00 p.m., but Plaintiff was often
18 required to work until 2:00 p.m. Thus, Plaintiff's workdays were regularly at least ten (10) hours, and
19 Plaintiff's workweeks were regularly at least forty (50) hours.

20 29. Throughout Plaintiff's and Class Members' employments with Defendants,
21 Defendants did not have any system for employees to clock in or out. Instead, Defendants would
22 manually input Plaintiff's and Class Members' hours themselves. When they did so, they always
23 rounded those hours to the nearest full hour, to the detriment of Plaintiff and Class Members and the
24 benefit of Defendants.

25 30. Despite the fact that Plaintiff and the Class's regular shifts would push Plaintiff and
26 the Class Members' total working hours to more than eight (8) hours a day and 40 hours per week,
27 Defendants did not properly compensate Plaintiff and the Class Members with accurate overtime
28

1 rates. Specifically, Defendants failed to pay Plaintiff and the Class Members for any hours worked
2 after the eighth working hour in a day.

3 31. Throughout their employment with Defendants, Plaintiff and other non-exempt
4 employees routinely worked for Defendants without being provided with proper thirty-minute timely
5 and uninterrupted, duty-free meal periods. Specifically, Plaintiff and other non-exempt employees
6 were often not given a meal break until they had been working for over seven (7) hours.

7 32. Despite the aforementioned, during their employment with Defendants, Plaintiff and
8 the Class Members were not paid one (1) hour of pay at their regular rate of compensation as the
9 premium penalty under the California Labor Code for each workday where a legally compliant meal
10 period was not provided.

11 33. Additionally, throughout their employment with Defendants, Plaintiff and the Class
12 Members routinely worked for Defendants without being provided with a timely, off-duty ten-minute
13 paid rest period for every four (4) hours worked or major fraction thereof. Specifically, Defendants
14 business practices resulted in Plaintiff and Class Members regularly being denied timely,
15 uninterrupted rest breaks.

16 34. Defendants also failed to reimburse Plaintiff and similarly aggrieved employees for
17 their business expenses. Specifically, Defendants failed to reimburse Plaintiff and similarly aggrieved
18 employees for hammers, spatulas, nail guns, and other tools that they bought for business purposes.

19 35. As a result of Defendants' failure to pay all hours worked, overtime wages, and meal
20 and rest period premiums, Defendants maintained inaccurate payroll records, issued inaccurate wage
21 statements to Plaintiff, and failed to pay Plaintiff and other aggrieved employees all wages due upon
22 their respective separation of employment with Defendants.

23 36. Defendants have engaged in, and continue to engage in, unfair business practices in
24 California by practicing, employing, and utilizing the employment practices and policies outlined
25 above. Defendants' utilization of such unfair business practices constitutes unfair competition and
26 provides an unfair advantage over Defendants' competitors. Defendants' utilization of such unfair
27 business practices deprives Plaintiff and the Class Members of the general minimum working
28

standards and entitlements due to them under California law and the Industrial Welfare Commission wage orders as described herein.

37. As a direct result of the wage and hour violations herein alleged, Plaintiff and the Class Members have suffered, and continue to suffer, substantial losses related to the use and enjoyment of wages, lost interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under state law, all to their respective damage in amounts according to proof at the time of trial.

CLASS ACTION ALLEGATIONS

38. Plaintiff brings this action as a class action on behalves of the following defined Class:
The Class: All individuals who have been, or currently are, employed by Defendants as “non-exempt employees” during the Class Period.

39. “Class Period” is defined as the time from May 21, 2021, through the date that judgment is entered, based upon information and belief that the violations, as described more fully hereinafter, began long before May 21, 2021, and are continuing. Plaintiff and members of Class herein reserve the right to amend this Complaint to reflect a different Class Period as discovery in this matter proceeds.

40. Numerosity: Plaintiff are informed and believe, and on that basis alleges, that during the Class Period, dozens of Class members have been employed by Defendants as non-exempt employees in the State of California. Because so many persons have been employed by Defendants in this capacity, the members of the Plaintiff’ Class are so numerous that joinder of all members is impossible and/or impracticable.

41. Commonality: Common questions of law, in fact, exist as to all members of the Plaintiff’ Class *and predominate over any questions affecting solely individual members of the Plaintiff’ Class. Among the questions of law and fact, that are relevant to the adjudication of Class members claims are as follows:*

(a) Whether Defendants had/have policies and/or practices that result in hours worked not being properly compensated;

(b) Whether Defendants had/have a policy and/or practice that results in the presentation of inaccurate wage statements to Plaintiff and the Class;

(c) Whether Defendants unlawfully and/or willfully failed to furnish Plaintiff and Class members with accurate, itemized wage statements upon payment of wages in violation of Labor Code § 226;

(d) Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of meal and rest breaks and pay for missed breaks pursuant to Labor Code §§ 200, 226.7, 512, and 8 CCR § 11010;

(e) Whether Defendants unlawfully and/or willfully failed to reimburse Plaintiff and Class members for necessary business expenses pursuant to Labor Code § 2802;

(f) Whether Plaintiff and Class members sustained damages, and if so, the proper measure of such damages, as well as interest, penalties, costs, attorneys' fees, and equitable relief; and,

(g) Whether Defendant violated the Unfair Competition Law of California, §17200, *et seq.*, by violating the above-cited provisions, and treating Plaintiff and Class members unfairly by failing to pay all wages due and for all hours worked; failing to provide meal and rest breaks; failing to reimburse for business expenses; and failing to furnish an accurate, itemized wage statement upon payment of wages.

42. Typicality: Plaintiff's claims are typical of the members of the Plaintiff's Class. Plaintiff, like other members of the Class working for Defendants in California, was subjected to Defendants' policies and/or practices set forth above. Plaintiff's job duties were, and are, typical of those of other Class members.

43. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the members of the Class and have retained counsel competent and experienced in both class action and employment litigation.

44. Questions of law or fact common to Class members predominate over any questions solely affecting individual Class members and class action is superior to other available methods for the fair and efficient adjudication of this controversy.

45. Class action treatment will allow a large number of similarly situated Class members to simultaneously and efficiently prosecute his common claims in a single forum without the needless duplication of effort and expense that numerous individual actions would entail.

46. In addition, a class action will serve the important public interest of permitting Class members harmed by Defendants' unlawful policies and/or practices to effectively pursue recovery of the sums owed to them.

47. Plaintiff knows of no difficulty which will be encountered in the management of this litigation which would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

**FAILURE TO COMPENSATE ALL HOURS WORKED IN VIOLATION OF
INDUSTRIAL WELFARE COMMISSION ORDER NO. 4 AND LABOR CODE §§200, 226,
500, 510, 1194, 1197, AND 1198
(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

48. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully herein, the allegations contained in all preceding paragraphs.

49. At all times relevant herein, Defendants were required to compensate their non-exempt employees for all hours worked, pursuant to Industrial Welfare Commission Order 4, and Labor Code §§ 200, 226, 500, 510, 1197, 1194 and 1198.

50. As alleged above, Plaintiff and the Class were not paid the correct minimum wage or overtime wages for all hours worked.

51. Under the aforementioned wage orders and regulations, Plaintiff and the Class are entitled to recover compensation for all hours worked, but not paid, during the Class Period, plus reasonable attorneys' fees and costs of suit pursuant to Labor Code §§ 218.5, 1194, and penalties pursuant to Labor Code §§ 203 and 226.

52. In violation of state law, Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all wages earned and all hours worked. As a direct result, Plaintiff and the Class have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees

1 in seeking to compel Defendants to fully perform their obligations under state law, all to their
2 respective damage in amounts according to proof at time of trial.

3 53. Plaintiff and the Class are thus entitled to recover nominal, actual and compensatory
4 damages in amount according to proof at time of trial, but in amounts in excess of the jurisdiction of
5 this Court.

6 54. As a proximate result of the aforementioned violations, Plaintiff and the Class have
7 been damaged in an amount according to proof at time of trial.

8 55. Defendants' conduct described herein violates Industrial Welfare Commission Order
9 4, and Labor Code §§ 200, 203, 218.5, 226, 558, 1194, and 1198. Therefore, pursuant to 12 CCR §
10 11040 and Labor Code §§ 203, 218.5, 226, 558, 1194 and 1198, Plaintiff and the Class are entitled to
11 recover damages for the nonpayment of wages of all hours worked that were improperly deducted
12 and/or not counted as a result of Defendants' policies, liquidated damages for underpayment of
13 minimum wages, penalties, reasonable attorneys' fees, expenses, and costs of suit.

14 WHEREFORE, Plaintiff requests relief as hereinafter provided.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF**

17 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197**

18 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

19 56. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
20 herein, the allegations contained in all preceding paragraphs.

21 57. Pursuant to Labor Code § 1197, payment of less than the minimum wage fixed by law
22 is unlawful. An employer violates the minimum wage statute even if the average rate for paid and
23 unpaid hours exceeded the minimum wage.

24 58. At all relevant times, Defendants failed and refused to pay Plaintiff and the Class the
25 legal minimum wage in the State of California, as set forth in Labor Code §1182.12. Under California
26 law, Plaintiff and the Class are entitled to at least the minimum wage for every hour worked.

27 59. Defendants' failure to pay the legal minimum wage to Plaintiff and the Class as
28 alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by

1 Plaintiff and the Class in a civil action for the unpaid balance of the full amount of the unpaid wages
2 owed, calculated as the difference between the straight time compensation paid and applicable
3 minimum wage, including interest thereon.

4 60. As a direct result, Plaintiff and the Class have suffered, and continue to suffer,
5 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
6 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
7 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
8 the minimum jurisdiction of this Court.

9 61. Defendants have committed the acts alleged herein knowingly and willfully, with the
10 wrongful and deliberate intention of injuring Plaintiff and the Class, from improper motives
11 amounting to malice, and in conscious disregard of Plaintiff and the Class' rights. Plaintiff and the
12 Class are thus entitled to recover nominal, actual and compensatory damages in amounts according to
13 proof at time of trial, but in amounts in excess of the minimum jurisdiction of this Court.

14 62. Pursuant to Labor Code § 1194, Plaintiff requests that the court award reasonable
15 attorneys' fees and costs incurred by Plaintiff in this action.

16 63. In addition, pursuant to Labor Code §1194.2, Plaintiff and the Class are entitled to
17 recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest
18 thereon.

19 WHEREFORE, Plaintiff requests relief as hereinafter provided.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME COMPENSATION**

22 **IN VIOLATION OF CAL. LABOR CODE SECTION 1194, ET SEQ.**

23 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

24 64. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
25 herein, the allegations contained in all preceding paragraphs.

26 65. Pursuant to the applicable Industrial Welfare Commission Order and Labor Code §§
27 200, 226, 500, 510, 1194, and 1198, Defendants were required to compensate Plaintiff and the Class
28 for all overtime work performed for the benefit of Defendants, which is calculated at one and one-

1 half (1-1/2) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or
2 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day.

3 66. Plaintiff and the Class were non-exempt employees entitled to the protections of the
4 Industrial Welfare Commission and Labor Code §§ 200, 226, 500, 510, 1194, and 1198. During the
5 course of Plaintiff's and the Class' employment, Defendants failed to compensate Plaintiff and the
6 Class for all overtime hours worked as required under the aforementioned labor codes and regulations.

7 67. In violation of state law, Defendants have knowingly and willfully refused to perform
8 their obligations to compensate Plaintiff and the Class for all overtime wages earned and all hours
9 worked.

10 68. As a direct result, Plaintiff and the Class have suffered, and continue to suffer,
11 substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and
12 expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under
13 state law, all to his damage in amounts according to proof at time of trial, but in amounts in excess of
14 the minimum jurisdiction of this Court.

15 69. Defendants have committed the acts alleged herein knowingly and willfully, with the
16 wrongful and deliberate intention of injuring Plaintiff, from improper motives amounting to malice,
17 and in conscious disregard of Plaintiff's and the Class' rights. Plaintiff and the Class are thus entitled
18 to recover nominal, actual and compensatory damages in amounts according to proof at time of trial,
19 but in amounts in excess of the minimum jurisdiction of this Court.

20 70. Defendants' conduct described herein violates the Industrial Welfare Commission
21 Orders and Labor Code §§ 200, 226, 500, 510, and 1198. Therefore, pursuant to Labor Code §§ 200,
22 203, 226, 226.7, 558 and 1194, Plaintiff and the Class are entitled to recover the unpaid balance of
23 overtime compensation Defendants owe Plaintiff and the Class plus interest, penalties, attorneys' fees,
24 expenses, and costs of suit.

25 WHEREFORE, Plaintiff request relief as hereinafter provided.

26 **FOURTH CAUSE OF ACTION**

27 **MISSED MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§ 200, 226.7,**
28 **512, AND 12 CALIFORNIA CODE OF CIVIL REGULATIONS § 11050**

1 **(BY PLAINTIFFS AGAINST ALL DEFENDANTS)**

2 71. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
3 herein, the allegations contained in all preceding paragraphs.

4 72. Throughout the employment of Plaintiff and the Class, Defendants failed to provide all
5 meal and rest breaks as required by law.

6 73. In addition, Defendants failed to pay Plaintiff and the Class the full statutory penalty
7 for all missed meal and rest periods.

8 74. Plaintiff and the Class are entitled to recover additional compensation for all meal and
9 rest periods that were missed, but not paid for during his employment, plus penalties pursuant to
10 Labor Code §§ 226.7 and 558.

11 75. Defendants' conduct described herein violates the Industrial Welfare Commission
12 Order 4-2001 sections 10 and 11, and Labor Code §§ 200, 226, 226.7, 512, 558, and 1198, and
13 California Code of Regulations § 11040.

14 76. As a proximate result of the aforementioned violations, Plaintiff and the Class have
15 been damaged in an amount according to proof at time of trial and has suffered, and continue to
16 suffer, substantial losses related to the use and enjoyment of such monies, and lost interest on such
17 monies in seeking to compel Defendants to fully perform their obligation under state law. Plaintiff
18 and the Class are thus entitled to recover nominal, actual, and compensatory damages in an amount
19 according to proof at time of trial.

20 WHEREFORE, Plaintiff request relief as hereinafter provided.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE WAGE STATEMENTS IN VIOLATION OF CAL. LABOR**

23 **CODE §226**

24 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

25 77. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
26 herein, the allegations contained in all preceding paragraphs.

27 78. Labor Code §226(a) sets forth reporting requirements for employers when they pay
28 wages, as follows:

1 "Every employer shall . . . at the time of each payment of wages, furnish his or her employees
2 . . . an itemized statement in writing showing (1) gross wages earned; (2) total hours worked by the
3 employee . . . (8) the name and address of the legal entity that is the employer..."

4 Section (e) provides: "An employee suffering injury as a result of a knowing and intentional
5 failure by an employer to comply with subdivision (a) shall be entitled to recover the greater of all
6 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
7 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
8 aggregate penalty of four thousand dollars (\$4000), and shall be entitled to an award of costs and
9 reasonable attorneys' fees."

10 79. Defendants failed to provide Plaintiff and the Class of any wage statements that
11 accurately recorded the regular hours worked by Plaintiff and the Class, and total wages due.

12 80. Plaintiff and the Class were damaged by this failure to provide accurate wage
13 statements because, among other things, Plaintiff was unable to determine the proper amount of
14 wages actually owed to him, and whether he had received full compensation therefore.

15 81. Plaintiff requests recovery of Labor Code § 226(e) penalties according to proof, as
16 well as interest, attorneys' fees and costs pursuant to Labor Code § 226(e), and all other damages,
17 attorneys' fees, costs, expenses and interest permitted by statute.

18 WHEREFORE, Plaintiff requests relief as hereinafter provided.

19 **SIXTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

21 **IN VIOLATION OF CAL. LABOR CODE § 2802**

22 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

23 82. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
24 herein, the allegations contained in all preceding paragraphs.

25 83. Labor Code § 2802 provides that "[a]n employer shall indemnify his or her employee
26 for all necessary expenditures or losses incurred by the employee in direct consequences of the
27 discharge of his or her duties."

28 84. Plaintiff and the Class have incurred reasonable and necessary expenses in the course

1 of completing their job duties, including buying tools for business purposes which was never
2 reimbursed by Defendants.

3 85. An employer that knows or has reason to know that an employee has incurred work-
4 related expenses must reimburse the employee, even if the employee does not request reimbursement.

5 86. Plaintiff and the Class are entitled to reimbursement for these necessary expenditures,
6 plus interest and attorneys' fees and costs, under Labor Code § 2802.

7 WHEREFORE, Plaintiff request relief as hereinafter provided.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PAY COMPENSATION UPON TERMINATION OF EMPLOYMENT IN**
10 **VIOLATION OF CAL. LABOR CODE § 201-203**
11 **(BY PLAINTIFF AGAINST ALL DEFENDANTS)**

12 87. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
13 herein, the allegations contained in all preceding paragraphs.

14 88. Labor Code § 201 provides, in relevant part, "[i]f an employer discharges an
15 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

16 89. Labor Code § 202 provides, in relevant part, "[i]f an employee not having a written
17 contract for a definite period quits his or her employment, his or her wages shall become due and
18 payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of
19 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
20 quitting."

21 90. Pursuant to Labor Code § 201, upon Plaintiff's and Class members' termination,
22 Defendants were required to pay all earned wages.

23 91. Defendants failed to compensate Plaintiff and Class members their entitled wages by
24 failing to compensate them for all hours worked and failing to provide wage statements reflecting the
25 accurate number of hours worked per pay period. Plaintiff and the Class members' wages remained
26 unpaid even after their separation from employment.

27 92. Plaintiff and the Class Members are entitled to "waiting time" penalties under Labor
28 Code § 203.

1 WHEREFORE, Plaintiff request relief as hereinafter provided.

2 **EIGHTH CAUSE OF ACTION**

3 **VIOLATIONS OF CAL. B&P CODE §§ 17200, *et seq.***

4 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

5 93. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
6 herein, the allegations contained in all preceding paragraphs.

7 94. Section 17200 of the California Business and Professions Code prohibits any
8 unlawful, unfair or fraudulent business act or practice.

9 95. Plaintiff and the Class have suffered and continues to suffer injury in fact and
10 monetary damages as a result of Defendants' actions. The actions by Defendants as herein alleged
11 amount to conduct which is unlawful and a violation of law. As such, said conduct amounts to unfair
12 business practices in violation of Business and Professions Code § 17200, *et seq.*

13 96. Defendants' conduct as herein alleged has damaged Plaintiff and the Class by denying
14 their wages due and payable including failing to provide proper wage statements and failing to pay all
15 final wages due at termination. Defendants' actions are thus substantially injurious to Plaintiff and the
16 Class causing them injury in fact and loss of money.

17 97. As a result of such conduct, Defendants have unlawfully and unfairly obtained monies
18 due to Plaintiff and the Class.

19 98. The amount of wages due Plaintiff and the Class can be readily determined from
20 Defendants' records. Plaintiff and the Class are entitled to restitution of monies due and obtained by
21 Defendants during the period of last four years as a result of Defendants' unlawful and unfair
22 conduct.

23 99. Defendants' course of conduct, acts, and practices in violation of the California law as
24 mentioned in each paragraph above constitutes a separate and independent violation of §17200 etc. of
25 the Business and Professions Code.

26 100. The harm to Plaintiff and the Class of being wrongfully denied lawfully earned and
27 unpaid wages outweighs the utility, if any, of Defendants' policies and practices and, therefore,
28 Defendants' actions described herein constitute an unfair business practice or act within the meaning

1 of Business and Professions Code § 17200.

2 101. Defendants' conduct described herein threatens an incipient violation of California's
3 wage and hour laws, and/or violates the policy or spirit of such laws, or otherwise significantly
4 threatens or harms competition.

5 102. Defendants' course of conduct described herein further violates Business and
6 Professions Code 17200 in that it is fraudulent, improper, and unfair.

7 103. The unlawful, unfair, and fraudulent business practices and acts of Defendants as
8 described herein above have injured Plaintiff in that they were wrongfully denied the timely and full
9 payment of wages due to him.

10 **NINTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE §§ 2698, ET SEQ. ("PAGA")**

12 **(By PLAINTIFF AGAINST ALL DEFENDANTS)**

13 104. Plaintiff hereby re-alleges, and incorporates by reference as though set forth fully
14 herein, the allegations contained in all preceding paragraphs.

15 105. On March 12, 2025, Plaintiff filed a notice with the Labor Workforce and
16 Development Agency ("LWDA") at their website pursuant to the Private Attorney General Act,
17 California Labor Code §§ 2698, et seq. ("PAGA") regarding Defendants. This notice was also sent to
18 Defendants via certified mail.

19 106. PAGA permits Plaintiff to recover civil penalties for the violation(s) of the Labor
20 Code sections enumerated in Labor Code section 2699.5.

21 107. PAGA provides as follows: "[n]otwithstanding any other provision of law, a Plaintiff
22 may as a matter of right amend an existing complaint to add a cause of action arising under this part
23 at any time within 60 days of the time periods specified in this part."

24 108. Defendants' conduct, as alleged herein, violates numerous sections of the California
25 Labor Code including, but not limited to, the following:

- 26 a. Defendants violated Labor Code §§ 226.7, 512, 516, 558 and 1198 by failing
27 to provide all legally required meal and rest period premiums to Plaintiff and
28 other similarly aggrieved employees;

- 1 b. Defendants violated Industrial Welfare Commission Order No. 9 and Labor
2 Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198 by failing to pay
3 Plaintiff and similarly aggrieved employees for all hours worked;
- 4 c. Defendants violated Industrial Labor Code § 2802 by failing to reimburse
5 Plaintiff and similarly aggrieved employees for all necessary business expenses
6 incurred;
- 7 d. Defendants violated Labor Code § 226 by failing to provide Plaintiff and other
8 similarly aggrieved employees with accurate and compliant itemized wage
9 statements; and
- 10 e. Defendants violated Labor Code §§ 201-203 by failing to timely pay all final
11 wages due.

12 109. California Labor Code section 1174 provides that “[e]very person employing labor in
13 this state shall ... [k]eep a record showing the names and addresses of all employees employed and
14 the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments
15 at which employees are employed, payroll records showing the hours worked daily by and the wages
16 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
17 employed at the respective plants or establishments...”

18 110. California Labor Code section 210 provides: “In addition to, and entirely independent
19 and apart from, any other penalty provided in this article, every person who fails to pay the wages of
20 each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall
21 be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for
22 each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
23 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
24 amount unlawfully withheld.”

25 111. Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf
26 of an employer who violates, or causes to be violated, a section of this chapter or any provision
27 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
28 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid

1 employee for each pay period for which the employee was underpaid in addition to an amount
2 sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100)
3 for each underpaid employee for each pay period for which the employee was underpaid in addition
4 to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section
5 shall be paid to the affected employee.” Labor Code section 558(c) provides “[t]he civil penalties
6 provided for in this section are in addition to any other civil or criminal penalty provided by law.”

7 112. Defendants, at all times relevant to this complaint, were employers or persons acting
8 on behalf of an employer(s) who violated Plaintiff’s rights by violating various sections of the
9 California Labor Code as set forth above.

10 113. As set forth above, Defendants have violated numerous provisions of both the Labor
11 Code sections regulating hours and days of work as well as the applicable order of the IWC.

12 114. Accordingly, Plaintiff seeks the remedies set forth in Labor Code section 558 for
13 himself, the State of California, and all other aggrieved employees.

14 115. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3,
15 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and
16 collection of unpaid wages and civil penalties for Plaintiff, all other aggrieved employees, and the
17 State of California against Defendant, in addition to other remedies, for violations of California Labor
18 Code sections 200, 201, 202, 203, 204, 210, 221, 224, 226(a), 510, 1174, 1194, 1197, 1197.1, 1198,
19 and 2802.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment as follows:

- 22 1. For nominal damages;
- 23 2. For compensatory damages;
- 24 3. For equitable relief in the nature of declaratory relief, restitution of all monies due to
25 Plaintiff, and disgorgement of profits from the unlawful business practices of Defendants, and
26 accounting;
- 27 4. For penalties permitted by Labor Code §§ 200, 201, 202, 203, 210, 226, 226.7, 510,
28 512, 558, 1194, 1197, 1197.1, 1198, 2802, and all other applicable sections;

- 1 5. For interest accrued to date;
- 2 6. For costs of suit and expenses incurred herein pursuant to Labor Code §§ 226, and
- 3 1194;
- 4 7. For reasonable attorneys' fees pursuant to Labor Code §§ 218.6, 226, 226.7, and 1194;
- 5 and
- 6 8. For all such other and further relief that the Court may deem just and proper.
- 7

8 DATED: May 21, 2025

LOYR, APC

By: 

Young W. Ryu, Esq.
Zachariah E. Moura, Esq.
Sandy G. Gonzalez, Esq.
Kee S. Mah, Esq.
Harley M. Phleger, Esq.
Jack C. Perez, Esq.
Attorneys for Plaintiff JOSE MANUEL
LOPEZ

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury for themselves on all claims so triable.

DATED: May 21, 2025

LOYR, APC

By: 

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