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situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF RIVERSIDE – HISTORIC COURT HOUSE**

JAMES HENRIQUEZ, individually, and on  
behalf of all others similarly situated,

Plaintiff,

v.

ADVANCED FLOW ENGINEERING, INC.,  
a California corporation; and DOES 1 through  
50, inclusive,

Defendants.

CASE NUMBER: **CVRI 2406176**

**CLASS ACTION COMPLAINT**

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Provide Recovery Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay Timely Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Maintain Required Records
10. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
11. Unfair and Unlawful Business Practices

**DEMAND FOR JURY TRIAL**

1 This is a Class Action brought by James Henriquez, individually and on behalf of all other  
2 aggrieved employees (“Plaintiff”), relating to systemic violations of California wage and hour laws  
3 by his employer, Advanced Flow Engineering, Inc. (“Defendant”). Plaintiff makes the following  
4 allegations on information and belief, except as to allegations pertaining to Plaintiff individually,  
5 which are based on his personal knowledge.

6 **INTRODUCTION**

7 1. As private, for-profit businesses, Defendant has implemented common policies and  
8 practices that have resulted in systemic violations of California’s wage and hour laws.

9 2. Defendant maximizes profits by cutting labor costs, grossly understaffing its  
10 manufacturing facilities and warehouse, denying meal and rest breaks, systematically requiring  
11 off-the-clock work, and cheating their employees out of minimum and overtime wages and  
12 premium payments.

13 3. Defendant has implemented unlawful written policies with respect to meal and  
14 rest breaks. Defendant also requires their non-exempt employees, who are informed that the  
15 needs of the businesses take top priority, to work through meal and rest breaks, to take untimely  
16 meal periods and to remain on call during such breaks. As a result, Plaintiff and other non-  
17 exempt hourly employees have been denied the ability to take the meal and rest breaks that they  
18 were and are legally entitled to take.

19 4. Plaintiff seeks declaratory, compensatory and other statutorily available relief for  
20 himself and a Class of all current and former non-exempt employees of Defendant during the  
21 applicable limitations period to compensate these workers for the wages Defendant has stolen  
22 from them and to protect current and future workers from being subjected to similar unlawful  
23 working conditions perpetrated by Defendant.

24 **JURISDICTION AND VENUE**

25 5. The Superior Court of the State of California has jurisdiction in this matter  
26 because Plaintiff is a resident of the State of California, and Defendant is licensed to do business  
27 under the laws of the State of California.  
28

6. Venue is proper in this judicial district and the County of Riverside because Defendant maintains its headquarters, manufacturing facilities, and warehouse, in the County of Riverside and Plaintiff worked for Defendant at its facilities, located in Corona, California, a city located in the County of Riverside. Many other Class Members also worked for Defendant in the County of Riverside.

7. Defendant employed Plaintiff and other non-exempt hourly employees within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and other nonexempt hourly employees.

## THE PARTIES

8. Plaintiff is a citizen of the State of California and currently resides in Riverside County. During the relevant time period, Plaintiff was employed by Defendant as a laborer in the Filter Production Department at Defendant's manufacturing facilities.

9. Plaintiff is informed and believes, and thereon alleges, that Defendant is, and at all times relevant hereto, is a corporation organized and existing under the laws of the State of California. Defendant is authorized to conduct business and does conduct business in the State of California.

10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the employer and/or joint employer of Plaintiff and the other non-exempt hourly employees.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, Managing agent, and/or principal of the co-Defendants, and in performing the acts mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges that the acts of each Defendant are legally attributable to the other Defendants.

1           12. Plaintiff is informed and believes, and based thereon alleges, that each of the  
2 Defendant sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint  
3 venture, alter-ego, employee, proxy, managing agent, and/or principal of the remaining Defendant,  
4 and was acting, at least in part, within the course and scope of such employment and agency, with  
5 the express and implied permission, consent and knowledge, approval and/or ratification of the  
6 other Defendant. The above co-Defendant, managing agents, and supervisors, aided, abetted,  
7 condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

8                                   **CLASS ACTION ALLEGATIONS**

9           13. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of  
10 himself and the following non-exempt hourly employees (“Class Members”):

11                           All California citizens who performed work for Defendant in California  
12                           as non-exempt employees during the statute of limitations period.

13           14. Plaintiff reserves the right to name additional Class representatives as may be  
14 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of  
15 the proposed Class and/or add subclasses before the Court determines whether certification is  
16 appropriate.

17           15. This action is appropriately suited for a class action because:

18                           A. The proposed Class is a significant number. Plaintiff is informed and  
19 believes that the proposed Class consists of at least one hundred (100) current and former non-  
20 exempt employees, rendering joinder impractical.

21                           B. This action involves common questions of law and fact to the proposed  
22 Class because the action focuses on Defendant’s systematic course of illegal payroll practices  
23 and policies, which was applied to all non-exempt employees in uniform violation of the  
24 California Labor Code, IWC Wage Orders, and the California Business and Professions Code,  
25 which prohibits unfair business practices arising from such violations. Here are a few common  
26 questions of law and fact that will drive resolution of this action:

- 27                           1. Whether Defendant failed to provide non-exempt employees with legally  
28                           compliant meal, recovery and rest periods, and whether Defendant

properly paid premium pay as a result of missed and non-compliant meal, recovery and rest periods;

2. Whether Defendant failed to timely pay wages to non-exempt employees in compliance with California law;
3. Whether Defendant's time rounding policy and practice is in violation of California law;
4. Whether Defendant failed to pay overtime and minimum wages to non-exempt employees in compliance with California law;
5. Whether Defendant failed to maintain required records and accurate wage statements for non-exempt employees; and
6. Whether Defendant engaged in unfair and/or unlawful business practices.

C. Plaintiff's claims are typical of the proposed Class because Defendant subjected all of its non-exempt, hourly employees to the similar and overlapping violations of the California Labor Code, the applicable IWC wage order, and the California Business and Professions Code.

D. Plaintiff is able to fairly and adequately protect the interests of all members of the proposed Class because it is in his best interests to prosecute the claims alleged herein to obtain full compensation due to the proposed Class for all services rendered and hours worked. Plaintiff has also retained counsel that is experienced in wage and hour class action litigation.

### **FIRST CAUSE OF ACTION**

#### **Failure to Provide Required Meal Periods [Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; and All Applicable IWC Wage Orders and Applicable Sections] (On Behalf of Plaintiff and the Class Against all Defendants)**

16. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 15 (A) – (D).

17. During the statute of limitations period, as part of Defendant's unlawful policies and practices to deprive their non-exempt employees of all wages earned and due, Defendant

1 required, permitted or otherwise suffered Plaintiff and Class members to perform work during  
2 their meal periods, to completely skip their meal periods, to take late and short meal periods,  
3 auto-deducting meal periods, and Defendant has otherwise failed to provide the required meal  
4 periods to Plaintiff and Class members as required under California Labor Code §§ 226.7, 512,  
5 and § 11 of the applicable IWC Order.

6 18. Moreover, Defendant interfered with and restricted the ability of Plaintiff and  
7 Class members to take meal periods by requiring them to carry cell phones and walkie-talkies  
8 during meal periods, and not permitting Plaintiff and the other Class members to leave their work  
9 areas when taking meal periods.

10 19. Defendant has implemented several common policies and practices that have  
11 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant  
12 meal periods.

13 20. Defendant grossly understaff its facilities, including but not limited to,  
14 manufacturing facilities and warehouse such that Class members are given so much work to  
15 complete that they regularly miss or take non-compliant meal periods. As a direct consequence  
16 of this understaffing, Plaintiff and Class members have so much work to complete within their  
17 scheduled shifts that they are forced to skip their meal periods altogether, to take them after  
18 working longer than five (5) hours, to perform work during their meal periods, or return to work  
19 after taking less than a thirty (30) minute meal period. Further, Defendant failed to implement a  
20 meal period policy for work shifts longer than ten (10) hours or more.

21 21. Moreover, Defendant failed to implement adequate policies or procedures to  
22 provide meal periods to its non-exempt employees. Among other things, Defendant overworked  
23 Plaintiff and Class members and did not adequately advise them of their rights to take meal  
24 periods, and systematically denied them the opportunity to take meal periods, including second  
25 meal periods during shifts of ten hours or longer.

26 22. Defendant has also violated California Labor Code §§ 226.7, all applicable wage  
27 orders and applicable sections, and the California Unfair Competition Law, Cal. Bus. & Prof.  
28 Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members who were not

1 authorized and permitted to take a complete, timely, uninterrupted meal period, in accordance  
2 with the applicable wage order, one additional hour of compensation at the proper regular rate of  
3 pay for each workday that such a meal period was not authorized or permitted.

4 23. Defendant further violated California Labor Code sections 226.7, 510, 1194,  
5 1197, IWC Wage Order No. 1-2001, and all applicable IWC Wage Orders, by failing to  
6 compensate Plaintiff and Class members for all hours worked during their meal periods.

7 24. As a proximate result of the aforementioned violations, Plaintiff and Class  
8 members have been damaged in an amount according to proof at trial, and seek all wages earned  
9 and due, interest, penalties, expenses, and costs of suit.

10 **SECOND CAUSE OF ACTION**  
11 **Failure to Provide Required Rest Breaks**  
12 **[Cal. Lab. Code §§ 226.7, 512; and All Applicable IWC Wage Orders**  
13 **and Applicable Sections]**  
14 ***(On Behalf of Plaintiff and the Class Against all Defendants)***

15 25. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
16 allegations in paragraphs 1 through 24.

17 26. At all times relevant herein, as part of Defendant's illegal policies and practices to  
18 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit  
19 Plaintiff and Class members to take rest breaks as required under California Labor Code §§  
20 226.7 and 512, and § 12 of the applicable IWC Wage Order.

21 27. As with meal periods, Defendant's policies and practices caused Plaintiff and  
22 Class members to miss or otherwise take non-compliant rest periods by, among other things,  
23 giving them unreasonable amounts of work that had to be completed within their shift such that  
24 rest periods simply could not be taken. This was the result of systematic understaffing its  
25 facilities. Further, as set forth above, Defendant implemented skeletal staffing policies, which  
26 resulted in the inability of Plaintiff and Class members to take compliant rest periods. In  
27 addition, Defendant did not adequately notify Plaintiff and Class members of their rights to take  
28 rest periods, and systematically denied them the opportunity to take rest periods, including all  
rest periods required during long shifts, which at times exceeded twelve (12) consecutive hours.

28. Defendant further violated California Labor Code § 226.7, IWC Wage Order No. 1-2001, § 12, all other applicable IWC Wage Orders and the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

29. As a proximate result of the aforementioned violations, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

### **THIRD CAUSE OF ACTION**

#### **Failure to Provide Required Recovery Periods**

**[Cal. Lab. Code §§ 226.7; California Code of Regulations, Title 8, Section 3395]  
(On Behalf of Plaintiff and the Class against all Defendants)**

30. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 29.

31. At all times relevant herein, as part of Defendant's illegal payroll policies and practices to deprive its non-exempt employees of all wages earned and due, Defendant failed to permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Defendant was and is required to provide recovery or "cooldown" periods to non-exempt employees like Plaintiff and the Class members while performing manual labor in order to prevent heat illness.

32. Plaintiff and Class Members performing intense manual labor. This work is performed over the course of many hours in temperatures regularly exceeding 86 degrees Fahrenheit, and often over 100 degrees Fahrenheit. Despite these work conditions, Defendant has failed to implement an adequate policy or practice of providing recovery periods to the Class members. Defendant has similarly failed to make efforts to comply with heat illness prevention regulations by providing places of shade for recovery periods or by supplying sufficient amounts of drinking water. For example, there are times when Defendant does not provide Plaintiff and Class members with drinking water. As with meal and rest breaks, Defendant did not provide

1 Plaintiff and Class members with any written documents informing them of their rights to take  
2 recovery periods, and thus they did not take them.

3 33. Defendant further violated Cal. Lab. Code §226.7, and the California Unfair  
4 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class  
5 members who were not provided with a recovery period, one additional hour of compensation at  
6 the proper regular rate of pay for each workday that a recovery period was not provided.

7 34. As a proximate result of the aforementioned violations, Plaintiff and Class  
8 members have been damaged in an amount according to proof at trial, and seek all wages earned  
9 and due, interest, penalties, expenses and cost of suit.

10 **FOURTH CAUSE OF ACTION**

11 **Failure to Pay Overtime Wages**

12 **[Cal. Lab. Code §§ 510, 1194, 1198; and All Applicable IWC Wage Orders  
and Applicable Sections]**

13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 35. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
15 allegations in paragraphs 1 through 34.

16 36. Pursuant to California Labor Code §§ 510, 1194, and all applicable wage orders  
17 and applicable sections, Defendant is required to compensate Plaintiff and Class members for all  
18 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours  
19 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first  
20 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in  
21 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours  
22 on the seventh consecutive day of work in any workweek.

23 37. Plaintiff and Class members are current and former non-exempt employees  
24 entitled to the protections of California Labor Code §§ 510, 1194, and all applicable IWC Wage  
25 Orders. During the statute of limitations period, Defendant failed to compensate Plaintiff and  
26 Class members for all overtime hours worked as required under the foregoing provisions of the  
27 California Labor Code and IWC Wage Order by, among other methods: failing to pay any  
28 overtime compensation; failing to properly calculate the regular rate of pay for the purposes of

1 calculating overtime pay owed and due; requiring, permitting or suffering Plaintiff and Class  
2 members to work off the clock; illegally rounding time worked in an unfavorable way so as to  
3 deprive Plaintiff and the Class members of wages despite the fact that Defendant maintains  
4 records of all time worked; requiring, suffering, or permitting Plaintiff and Class members to  
5 work through meal and rest periods but not compensating them for this time, failing to include  
6 this time in all hours worked; failing to pay for travel time; failing to pay the highest regular rate  
7 of pay based upon nondiscretionary bonus/commission payments; failing to pay for training  
8 time; editing or otherwise manipulating the overtime hours worked, failing to pay for pre-and  
9 post-shift work (including COVID screenings and donning and doffing uniforms and safety  
10 equipment); failing to pay split-shift and reporting time pay premiums; and other methods to be  
11 discovered.

12         38. In a short-sighted attempt to maximize profits, Defendant has understaffed its  
13 facilities. Not only has this practice resulted in widespread missed meal and rest breaks, but it  
14 has also caused Plaintiff and Class members to perform significant amounts of work while off-  
15 the-clock. Defendant knew or should have known that Plaintiff and Class members perform this  
16 work off-the-clock work because managers see them doing this work well before the beginning  
17 the start of their scheduled shifts.

18         39. Defendant has also engaged in an unlawful time rounding practice, where the time  
19 worked by Plaintiff and Class members is systematically rounded down, resulting in unpaid  
20 regular and overtime wages. Defendant implemented a rounding practice wherein it rounds the  
21 time worked by non-exempt employees to the nearest quarter-hour. Defendant pays Plaintiff and  
22 Class members based on rounded time despite the fact that it maintains records of all time  
23 worked.

24         40. In violation of California law, Defendant has knowingly and willfully refused to  
25 perform its obligations to compensate Plaintiff and Class members for all wages earned and all  
26 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class  
27 members have suffered, and continue to suffer, substantial losses related to the use and  
28 enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in

1 seeking to compel Defendant to fully perform their obligations under state law, all to their  
2 respective damages in amounts according to proof at time of trial, and within the jurisdiction of  
3 this Court.

4 41. Defendant's conduct described herein violates California Labor Code §§ 510,  
5 1194, 1198 and all applicable IWC Wage Orders and applicable sections. Therefore, pursuant to  
6 California Labor Code §§ 200, 203, 226, 1194, 1197.1, and other applicable provisions under the  
7 California Labor Code and IWC Wage Orders, Plaintiff and Class members are entitled to  
8 recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties,  
9 attorneys' fees, expenses, and costs of suit.

10 **FIFTH CAUSE OF ACTION**  
11 **Failure to Pay Minimum Wages**  
12 **[Cal. Lab. Code §§ 1194, 1197; All Applicable IWC Wage Orders and Applicable Sections]**  
13 ***(On Behalf of Plaintiff and the Class against all Defendants)***

14 42. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
15 allegations in paragraphs 1 through 43.

16 43. Pursuant to Cal. Lab. Code §§ 1194, 1197, and all applicable IWC Wage Orders  
17 and applicable sections, payment to an employee of less than the applicable minimum wage for  
18 all hours worked in a payroll period is unlawful.

19 44. During the statute of limitations period, the hourly rates for Plaintiff and Class  
20 members were precisely at minimum wage. Based on this common practice, Defendant failed to  
21 actually pay Plaintiff and Class members minimum wages for all hours worked by requiring,  
22 permitting or suffering them to work off-the-clock, such as requiring them to work through meal,  
23 rest breaks, but not compensating them for this time, and failing to include this time in all hours  
24 worked, failing to pay split-shift and reporting time pay premiums, engaging in illegal and  
25 unlawful rounding practices, failing to pay for pre-and post-shift work (including COVID  
26 screenings and donning and doffing uniforms and safety equipment); and other methods to be  
27 discovered.

28 45. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and  
all applicable IWC Wage Orders and applicable sections. As a proximate result of the

1   aforementioned violations, Plaintiff and other aggrieved employees have been damaged in an  
2   amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,  
3   226, 1194, 1197.1, and any other applicable law, Plaintiff and other aggrieved employees are  
4   entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest,  
5   penalties, attorneys' fees, expenses, and costs of suit.

6                                   **SIXTH CAUSE OF ACTION**  
7                                   **Failure to Pay Timely Wages**  
8                                   **[Cal. Lab. Code §§ 204, 210]**  
9                                   ***(On Behalf of Plaintiff and the Class against all Defendants)***

10       46.     Plaintiff incorporates herein by specific reference, as though fully set forth, the  
11   allegations in paragraphs 1 through 45.

12       47.     California Labor Code § 204 provides that all wages earned by any person in any  
13   employment between the 1st and 15th days, inclusive, of any calendar month, other than those  
14   wages due upon termination of an employee, are due and payable between the 16th and 26th day  
15   of the month during which the labor was performed. California Labor Code § 204 further  
16   provides that all wages earned by any person in any employment between the 16th and the last  
17   day, inclusive, of any calendar month, other than those wages due upon termination of an  
18   employee, are due and payable between the 1st and the 10th day of the following month.  
19   California Labor Code § 204 further provides that all wages eared for labor in excess of the  
20   normal work period shall be paid no later than the payday for the next regular payroll period.

21       48.     During the statute of limitations period, Defendant, among other things, willfully  
22   failed to pay Plaintiff and Class members all wages earned and due to them, including but not  
23   limited to, meal, recovery, and rest period premiums, and payment for work performed off-the-  
24   clock, within any time period permissible under Labor Code § 204.

25       49.     As a proximate result of Defendant's unlawful actions and omissions, Plaintiff  
26   and Class members are entitled to all available statutory penalties, including but not limited to,  
27   civil penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and  
28   other applicable provisions under the California Labor Code and IWC Wage Orders, and an  
award of costs, expenses, and reasonable attorneys' fees.

**SEVENTH CAUSE OF ACTION**  
**Failure to Pay All Wages Due to Discharged and Quitting Employees**  
**[Cal. Lab. Code §§ 201, 202, 203]**  
***(On Behalf of Plaintiff and the Class against all Defendants)***

50. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 49.

51. Pursuant to California Labor Code §§ 200, 201, 202, and 203, Defendant is required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

52. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee quits his or her employment, unless the employee provided seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

53. California Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with California Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) workdays.

54. During the statute of limitations period, Defendant has willfully failed to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide Plaintiff and Class members with their final paychecks within the timeframes required under California law. In addition, because Defendant has failed and continue to fail to properly compensate Plaintiff and Class members for all hours worked when due, overtime wages, and compensation for non-compliant meal and rest breaks, Defendant has also willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff and Class members in accordance with California Labor Code §§ 201 and 202.

55. As a result, Plaintiff and Class members are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

56. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and Class members have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

**EIGHTH CAUSE OF ACTION**  
**Failure to Furnish Accurate Itemized Wage Statements**  
**[Cal. Lab. Code §§ 226; and All Applicable IWC Wage Orders and Applicable Sections]**  
***(On Behalf of Plaintiff and the Class against all Defendants)***

57. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 56.

58. During the statute of limitations period, Defendant routinely failed to provide Plaintiff and Class members with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and all applicable IWC Wage Orders and applicable sections.

59. Defendant's pay stubs violate Labor Code § 226 on their face by, failing to list the applicable rates of pay for regular and overtime hours worked by Plaintiff and aggrieved employees. Further, Defendant was and is not providing Plaintiff and other Class members with proper meal, recovery and rest periods but intentionally fails to include in their wage statements one (1) additional hour of compensation at their regular rates of pay for each non-compliant meal period or rest break which include but not limited to, split-shifts, shift differentials, nondiscretionary bonuses, etc., and failing to pay all wages due based upon Defendant's illegal and unlawful rounding policy which favored Defendant despite the fact it maintains records of all time worked. These are violations of Labor Code §226.

1           60. Defendant knowingly and intentionally failed to provide Plaintiff and Class  
2 members with timely, accurate, and itemized wage statements in accordance with California  
3 Labor Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine  
4 whether they were being paid for, among other things, all of the hours they worked and at the  
5 proper rates of pay.

6           61. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff  
7 and Class members have been damaged in an amount according to proof at trial, and seek all  
8 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are  
9 entitled to all available penalties, including but not limited to penalties pursuant to California  
10 Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable  
11 attorneys' fees, including but not limited to those provided in California Labor Code § 226(e), as  
12 well as other available remedies.

13                                   **NINTH CAUSE OF ACTION**  
14                                   **Failure to Maintain Required Records**  
15                                   **[Cal. Lab. Code §§ 226, 1174; and All Applicable IWC Wage Orders**  
                                         **and Applicable Sections]**  
16                                   ***(On Behalf of Plaintiff and the Class against all Defendants)***

17           62. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
18 allegations in paragraphs 1 through 61.

19           63. During the statute of limitations period, as part of Defendant's illegal payroll  
20 policies and practices to deprive Plaintiff and Class members of all wages earned and due,  
21 Defendant knowingly and intentionally failed to maintain records as required under California  
22 Labor Code §§ 226, 1174, and all applicable IWC Wage Orders and applicable sections,  
23 including but not limited to, the following records: total daily hours worked by each non-exempt  
24 employee; applicable rates of pay; all deductions; meal periods; time records showing when each  
25 non-exempt employee begins and ends each workday; split-shifts and reporting time premiums;  
26 and accurate itemized wage statements.

27           64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff  
28 and Class members have been damaged in an amount according to proof at trial, and are entitled

1 to all wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are  
2 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to  
3 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and  
4 reasonable attorneys' fees, including but not limited to those provided in California Labor Code  
5 § 226(e), as well as other available remedies.

6 **TENTH CAUSE OF ACTION**  
7 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**  
8 **[Cal. Lab. Code § 2802]**  
9 ***(On Behalf of Plaintiff and the Class against Defendants)***

10 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the  
11 allegations in paragraphs 1 through 64.

12 66. California Labor Code § 2802(a) requires an employer to indemnify an employee  
13 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
14 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

15 67. During the Class period, Defendant knowingly and willfully failed to indemnify  
16 Plaintiff and Class members for all business expenses and/or losses incurred in direct  
17 consequence of the discharge of their duties while working under the direction of Defendant,  
18 including but not limited to, the costs and expenses related to their uniforms and uniform  
19 maintenance, tools, mileage and cellular phones, in violation of California Labor Code § 2802.

20 68. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff  
21 and Class members have been damaged in an amount according to proof at trial, and seek  
22 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor  
23 Code § 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory  
24 penalties and an award of costs, expenses, and reasonable attorneys' fees, including those  
25 provided in California Labor Code § 2802(c), as well as other available remedies.

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**ELEVENTH CAUSE OF ACTION**  
**Unfair and Unlawful Business Practices**  
**[Cal. Bus. & Prof. Code § 17200 *et. seq.*]**  
***(On Behalf of Plaintiff and the Class against all Defendants)***

69. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 68.

70. Each and every one of Defendant's acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Orders as alleged herein, including but not limited to, Defendant's failure to provide required meal and rest breaks, failure to pay proper overtime compensation, unlawful rounding and requiring off-the-clock work, failure to pay all wages due to discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage statements, illegal rounding, failure to pay split-shift and reporting time premiums, or to maintain required records all constitute an unfair and unlawful business practice under California Business and Professions Code § 17200 *et seq.*

71. Defendant's violations of California wage and hour laws constitute a business practice because the aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class members.

72. Among other practices, Defendant has avoided payment of wages, overtime wages, the provision of meal and rest breaks, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Orders. Further, Defendant has failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

73. As a result of these unfair and unlawful business practices, Defendant has reaped unfair and illegal profits during the Class period at the expense of Plaintiff and Class members, and members of the public. Defendant should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and Class members.

74. Defendant's unfair and unlawful business practices entitle Plaintiff and Class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and

1 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to  
2 restitution of all monies to be disgorged from Defendant in an amount according to proof at the  
3 time of trial.

4 **PRAYER FOR RELIEF**

5 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly  
6 situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and  
7 each of them, as follows:

- 8 1. For compensatory damages in an amount to be ascertained at trial;
- 9 2. For restitution of all monies due to Plaintiff and Class members, as well as  
10 disgorged profits from the unfair and unlawful business practices of Defendant;
- 11 3. For meal, recovery and rest breaks compensation pursuant to California Labor  
12 Code § 226.7 and IWC Wage Order No. 1-2001 and all applicable IWC Wage Orders and  
13 pertinent sections;
- 14 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 15 5. For preliminary and permanent injunctive relief enjoining Defendant from  
16 violating the relevant provisions of the California Labor Code and the IWC Wager Orders, and  
17 from engaging in the unlawful business practices complained of herein;
- 18 6. For waiting time penalties pursuant to California Labor Code § 203;
- 19 7. For statutory penalties according to proof, including but not limited to all  
20 penalties authorized by the California Labor Code §§ 210, 225.5, 226(e), 226.3, 558, 1174.5,  
21 1775, and 1197.1;
- 22 8. An award of actual, statutory, and/or punitive damages to Plaintiff and the Class  
23 pursuant to California Civil Code §§ 1785.31 and 1786.50, in an amount subject to proof at trial;
- 24 9. For interest on the unpaid wages at ten (10) percent per annum pursuant to  
25 California Labor Code §§ 218.6, 1194, 2802 and California Civil Code §§ 3287, 3288, and/or  
26 any other applicable provision providing for pre-judgment interest;
- 27 10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§  
28 218.5, 226, 1194, 2802 and California Code of Civil Procedure § 1021.5, California Civil Code §

1 1786.50(a)(2), California Civil Code § 1785.31(a), and/or any other applicable provisions  
2 providing for attorneys' fees and costs;

3 11. For declaratory relief;

4 12. For an order requiring and certifying the First through Eleventh Causes of Action  
5 as a class action;

6 13. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as  
7 Class counsel; and

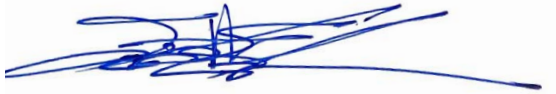
8 14. For such further relief that the Court may deem just and proper.

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury  
11 trial with respect to all issues triable of right by jury.

12 DATED: November 1, 2024

THE WHEELER LAW FIRM, APC

13  
14 By: 

SCOTT ERNEST WHEELER  
JUSTIN A. WHEELER

15  
16 *Attorney for Plaintiff and all other similarly*  
17 *situated*  
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