

MIRACLE MILE LAW GROUP
Steven I. Azizi (Cal. Bar No. 322719)
steven@miraclemilelaw.com
Sevada Hakopian (Cal. Bar No. 330602)
sevada@miraclemilelaw.com
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, California 90069
Tel: (213) 433-3588; Fax: (888) 224-4132

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/12/2025 11:55 AM
David W. Slayton,
Executive Officer/Clerk of Court,
By S. Drew, Deputy Clerk

Attorneys for Plaintiff VICTOR MARTINEZ,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VICTOR MARTINEZ, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

EFFICIENT BUILDERS CORP., a California
Corporation; ADAM SHAW; an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV23974**
**CLASS ACTION COMPLAINT &
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ. FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. FAILURE TO PROVIDE RECOVERY PERIODS;
6. WAITING TIME PENALTIES;
7. FAILURE TO PAY TIMELY WAGES;
8. WAGE STATEMENT VIOLATIONS;
9. FAILURE TO ADOPT A COMPLIANT SICK PAY/PAID TIME OFF POLICY;
10. FAILURE TO INDEMNIFY;
11. PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.*; and
12. UNFAIR COMPETITION

DEMAND FOR JURY TRIAL
[Amount in Controversy Exceeds \$35,000.00]

COMES NOW, Plaintiff VICTOR MARTINEZ (“Plaintiff”), on behalf of himself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure section 382, against EFFICIENT BUILDERS CORP (“Efficient Builders” or the “Company”) and ADAM SHAW (“Shaw”), and any of their respective subsidiaries or affiliated companies within the State of California (the Company and Shaw and DOES 1 through 100, as further defined below, collectively, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members” and/or “Aggrieved Employees”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, travelling to the designated worksite to assist with commissioning, installing solar panels and batteries, troubleshooting, and among other duties within the state of California. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately December 2022, through December 2024.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant Efficient Builders is, and at all times relevant hereto, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Shaw is, and at all times relevant hereto was, an individual residing in California, as well as an Owner for Efficient Builders, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes and based thereon alleges that violated, or caused to be violated, the above-referenced

1 and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

2 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
4 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
8 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
9 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
10 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
11 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
12 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
13 include Efficient Builders and Shaw and any of their parent, subsidiary, or affiliated companies
14 within the State of California, as well as DOES 1 through 100 identified herein.

15 **JOINT LIABILITY ALLEGATIONS**

16 6. Plaintiff is informed and believes and based thereon alleges that all the times
17 mentioned herein, each of the Defendants were the agent, principal, employee, employer,
18 representative, joint venture or co-conspirator of each of the other defendants, either actually or
19 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
20 employment, joint venture, and conspiracy.

21 7. All of the acts and conduct described herein of each and every corporate defendant
22 was duly authorized, ordered, and directed by the respective and collective defendant corporate
23 employers, and the officers and management-level employees of said corporate employers. In
24 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
25 their said employees, agents, and representatives, and each of them; and upon completion of the
26 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
27 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
28 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the

1 aforementioned corporate employees, agents and representatives.

2 8. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
3 unity of interest and ownership between Defendants, and each of them, that their individuality and
4 separateness have ceased to exist.

5 9. Plaintiff is informed and believes, and based thereon alleges that despite the
6 formation of the purported corporate existence of Efficient Builders, and DOES 1 through 50,
7 inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same with Shaw,
8 and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but not limited to,
9 the following reasons:

10 a. The Alter Ego Defendants are completely dominated and controlled by the
11 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
12 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego
13 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
14 inequitable purpose;

15 b. The Individual Defendants derive actual and significant monetary benefits
16 by and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants
17 as the funding source for the Individual Defendants’ own personal expenditures;

18 c. Plaintiff is informed and believes and thereon alleges that the Individual
19 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
20 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or
21 accomplishing some other wrongful or inequitable purpose;

22 d. Plaintiff is informed and believes and thereon alleges that the business
23 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
24 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
25 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
26 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
27 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
28 times mentioned herein were, the alter egos of the Individual Defendants;

1 e. The recognition of the separate existence of the Individual Defendants and
2 the Alter Ego Defendants would promote injustice insofar that it would permit defendants to
3 insulate themselves from liability to Plaintiff for violations of the California Government Code,
4 Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants
5 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
6 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

7 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
8 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
9 be disregarded;

10 g. As a result of the aforementioned facts, among others, Plaintiff is informed
11 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
12 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
13 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
14 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
15 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
16 manner in which defendants' business was and is conducted.

17 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
18 thereon alleges that Defendants, and each of them, are joint employers.

19 **JURISDICTION**

20 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
21 of Civil Procedure section 410.10.

22 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
23 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
24 causes of action complained of herein arose; the county in which the employment contract, or part
25 of it, between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and
26 Defendants was due to be performed; the county in which the employment contract, or part of it,
27 between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants
28 was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,

1 Class Members, and/or Aggrieved Employees in Los Angeles County, and because Defendants
2 employ numerous Class Members and/or Aggrieved Employees in Los Angeles County.

3 **FACTUAL BACKGROUND**

4 13. For at least four (4) years prior to the filing of this action and continuing to the
5 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
6 some of them, in violation of California state wage and hour laws as a result of, without limitation,
7 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, over
8 twelve (12) hours in a work day, and seven consecutive work days in a work week without being
9 properly compensated for hours worked in excess of (8) hours per day in a work day, forty (40)
10 hours per week in a work week, all hours worked in excess of twelve (12) hours in a workday; and/or
11 hours worked on the seventh consecutive work day in a work week by, among other things,
12 Defendants had, and continue to have, a company-wide policy and practice discouraging and
13 impeding employees from recording hours worked that were outside of their scheduled shifts in
14 order to limit the amount of overtime employees could accrue. On information and belief, this
15 policy of limiting overtime, coupled with Defendants practices of understaffing and assigning heavy
16 workloads, led Plaintiff and Class Members to work off the clock outside of their scheduled shift
17 times in order to complete their assigned tasks, led Plaintiff and Class Members to complete
18 certification training/courses while off the clock, led Plaintiff and Class Members to feel pressured
19 to clock out for meal periods and continue working without receiving a compliant meal and/or rest
20 period. Further, Defendants regularly made phone calls and sent text messages to communicate with
21 Plaintiff and Class Members to discuss work schedules, assignments, and other matters without
22 proper remuneration. Defendants' failure to accurately track and/or pay for all hours actually
23 worked at the proper overtime or double time rate of pay was to the detriment of Plaintiff and Class
24 Members. As such, Defendants did not account for all the time worked by Plaintiff and Class
25 Members, when calculating the number of hours worked to determine how many hours of overtime
26 or double time wages were and are owed.

27 14. For at least four (4) years prior to the filing of this Action and continuing to the
28 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of

1 them, in violation of California state wage and hour laws as a result of, among other things, failing
2 to accurately track and/or pay for all hours actually worked at their regular rate of pay for work that
3 was required to be done off-the-clock to the detriment of Plaintiff and Class Members.

4 15. For at least four (4) years prior to the filing of this Action and continuing to the
5 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
6 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
7 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
8 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
9 unprovided meal periods as required by California wage and hour laws due to, without limitation,
10 Defendants had, and continue to have, companywide policies and/or practices of understaffing, such
11 that there were too few employees on duty to handle the workload, which resulted in a failure to
12 provide Plaintiff and Class Members with adequate meal period coverage, failing to authorize a
13 compliant meal period, pressuring Plaintiff and Class Members to clock-out for meal periods and
14 continue working without receiving a compliant meal period, failing to provide a second meal break,
15 and by interrupting meal periods to discuss work related activities, or requesting to return from meal
16 periods early, and upon information and belief, managers and supervisors edited and/or manipulated
17 employees' time entries to show less hours than actually worked by editing time to demonstrate that
18 compliant meal periods were provided.

19 16. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
21 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
22 thereof and failed to provide compensation for such unprovided rest periods as required by
23 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,
24 pressuring Plaintiff and Class Members to continue to work through their rest periods, and by
25 interrupting rest periods for the reasons discussed above.

26 17. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
28 authorized cooldown recovery periods in the shade as required under California Code of

1 Regulations, Title 8, section 3395 *et seq.*, due to, without limitation, pressuring Plaintiff and Class
2 Members to continue to work without any cooldown recovery periods in the shade to protect
3 themselves from overheating. Further, upon information and belief, Defendants maintain policies
4 or practices of failing to provide Plaintiff and Class Members with personal protective equipment,
5 heat illness prevention plan (or suitable provisions of water) at worksites under extreme heat as
6 required under 29 CFR 1926.28, and California Code of Regulations, Title 8, section 3395(c) and
7 3395(i)(1).

8 18. For at least three (3) years prior to the filing of this action and continuing to the
9 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
10 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
11 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
12 wages, minimum wages, and/or premium wages.

13 19. For at least three (3) years prior to the filing of this action and continuing to the
14 present, Defendants have failed to pay Plaintiff and Class Members, the full amount of their wages
15 owed as required by Labor Code section 204. Labor Code section 204 expressly requires employers
16 who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages "not more than
17 seven calendar days following the close of payroll period." Due to Defendants' failure to pay
18 Plaintiff and Class Members all overtime, minimum wage compensation, and meal, rest, and
19 recovery period premiums as described above, Defendants failed to timely pay its employees within
20 seven calendar days following the close of payroll on a regular and consistent basis. Furthermore,
21 Labor Code section 210 provides that "in addition to, an entirely independent and apart from, any
22 other penalty provided in this article, every person who fails to pay the wages of each employee as
23 provided in sections ... 204 ... shall be subject to a civil penalty as follows: (1) for any initial
24 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) for each subsequent
25 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
26 each employee, plus 25% of the amount unlawfully withheld."

27 20. For at least three (3) years prior to the filing of this action and continuing to the
28 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the

1 costs incurred in the use of cellular phones for work-related purposes, for mileage for the use of
2 their own personal vehicles, and for purchasing tools and/or equipment required to complete their
3 work duties.

4 21. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, paid sick
6 days in accordance with Labor Code section 246 *et seq.*, stating in part, “an employee who, on or
7 after July 1, 2015, works in California for the same employer for 30 or more days within a year from
8 the commencement of employment is entitled to paid sick days as specified in this An employee
9 shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning
10 at the commencement of employment or the operative date of this article, whichever is later”
11 Here, Defendants have a continuous and consistent policy of depriving Plaintiff and Class Members
12 with the appropriate paid sick days pursuant to section 246, discussed herein.

13 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
14 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
15 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
16 applicable hourly rates in effect during the pay period and the corresponding number of hours
17 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
18 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
19 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
20 earned, as well as gross and net wages paid, and other information described herein.

21 23. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
22 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 218.6,
23 226, 226.3, 226.7, 233, 234, 245, 246, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 2810.5,
24 applicable Wage Order(s), California Code of Regulations, Title 8, sections 3395(c) and (i)(1), and
25 29 CFR 1926.28, seeking overtime wages, minimum wages, payment of premium wages for missed
26 meal, rest, and recovery periods, waiting time penalties, wage statement penalties, failure to
27 indemnify, other such provisions of California law, and reasonable attorneys’ fees and costs.

28 24. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to

1 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
2 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
3 appropriate and effective means to prevent further violations, as well as all monies owed but
4 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
5 restitution of amounts owed.

6 **CLASS ACTION ALLEGATIONS**

7 25. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
8 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
9 and former non-exempt employees of Defendants within the State of California at any time and at
10 any location commencing four (4) years preceding the filing of Plaintiff's complaint up until the
11 time that notice of the class action is provided to Class Members.

12 26. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
13 to amend or modify the class description with greater specificity, further divide the defined class
14 into subclasses, and to further specify or limit the issues for which certification is sought.

15 27. This action has been brought and may properly be maintained as a class action under
16 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
17 of interest in the litigation and the proposed Class is easily ascertainable.

18 **A. Numerosity**

19 28. The potential Class Members as defined are so numerous that joinder of all the
20 members of the Class is impracticable. While the precise number of Class Members has not been
21 determined yet, Plaintiff is informed and believes that there are over thirty (30) Class Members
22 employed or formerly employed by Defendants within the State of California.

23 29. Accounting for employee turnover during the relevant periods necessarily increases
24 this number. Plaintiff alleges Defendants' employment records would provide information as to the
25 number and location of all Class Members. Joinder of all members of the proposed Class is not
26 practicable.

27 **B. Commonality**

28 30. There are questions of law and fact common to Class Members. These common

1 questions include, but are not limited to:

- 2 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
3 pay wages to Plaintiff and Class Members for all hours worked?
- 4 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
5 worked at a proper overtime rate of pay?
- 6 C. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
7 for all other time worked at the employee's regular rate of pay and a rate of pay that
8 is greater than the applicable minimum wage?
- 9 D. Did Defendants violate Labor Code section 512 by not authorizing or permitting
10 Plaintiff and Class Members to take compliant meal periods?
- 11 E. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
12 Class Members with additional wages for missed or interrupted meal periods?
- 13 F. Did Defendants violate applicable Wage Orders by not authorizing or permitting
14 Plaintiff and Class Members to take compliant rest periods?
- 15 G. Did Defendants violate California Code of Regulations, Title 8, Section 3395 by
16 failing to permit Plaintiff and Class Members from taking cooldown recovery periods
17 in the shade?
- 18 H. Did Defendants fail to provide Plaintiff and Class Members with personal protective
19 equipment, heat illness prevention plan or suitable provisions of water under extreme
20 heat as required under 29 CFR 1926.28, and California Code of Regulations, Title 8,
21 sections 3395(c) and 3395(i)(1)?
- 22 I. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
23 Class Members with additional wages for missed or interrupted rest and/or recovery
24 periods?
- 25 J. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
26 and Class Members upon termination or resignation all wages earned?
- 27 K. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
28 under Labor Code section 203?

- 1 L. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
2 Members timely wages during their employment?
- 3 M. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
4 section 210?
- 5 N. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
6 Plaintiff and Class Members with accurate wage statements?
- 7 O. Did Defendants violate Labor Code section 233, 234, and 246 by failing to adopt or
8 provide paid sick leave in accordance with the California Labor Code?
- 9 P. Did Defendants fail to indemnify Class Members for all necessary expenditures or
10 losses incurred in direct consequence of the discharge of their duties or by obedience
11 to the directions of Defendants as required under Labor Code section 2802?
- 12 Q. Did Defendants violate the Unfair Competition Law, Business and Professions Code
13 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 14 R. Are Class Members entitled to restitution of wages under Business and Professions
15 Code section 17203?
- 16 S. Are Class Members entitled to costs and attorneys' fees?
- 17 T. Are Class Members entitled to interest?

18 **C. Typicality**

19 31. The claims of Plaintiff herein alleged are typical of those claims which could be
20 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
21 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
22 damages arising out of and caused by Defendants' common course of conduct in violation of laws
23 and regulations that have the force and effect of law and statutes as alleged herein.

24 **D. Adequacy of Representation**

25 32. Plaintiff will fairly and adequately represent and protect the interest of Class
26 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
27 hour class actions.

1 **E. Superiority of Class Action**

2 33. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
4 questions of law and fact common to Class Members predominate over any questions affecting only
5 individual Class Members. Class Members, as further described therein, have been damaged and
6 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
7 violation of the Labor Code as set out herein.

8 34. Class action treatment will allow Class Members to litigate their claims in a manner
9 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
10 any difficulties that are likely to be encountered in the management of this action that would
11 preclude its maintenance as a class action.

12 **FIRST CAUSE OF ACTION**

13 **(Failure to Pay Overtime Wages – Against All Defendants)**

14 35. Plaintiff re-alleges and incorporates by reference the allegations contained in the
15 preceding paragraphs as though fully set forth herein.

16 36. At all relevant times, Plaintiff and Class Members were employees or former
17 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
18 Wage Order(s).

19 37. At all times relevant to this Complaint, Labor Code section 510 was in effect and
20 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
21 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
22 at the rate of no less than one and one-half times the regular rate of pay for an employee."

23 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
24 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
25 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
26 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
27 pay."

28 39. Four (4) years prior to the filing of the Complaint in this Action through the present,

1 Plaintiff and Class Members, worked for Defendants during shifts that consisted of more than eight
2 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
3 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
4 including but not limited to, Defendants failing to accurately track and/or pay for all hours actually
5 worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as
6 discussed above.

7 40. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
8 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
9 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
10 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
11 Wage Order(s), and California law.

12 41. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
13 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
14 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
15 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

16 **SECOND CAUSE OF ACTION**

17 **(Failure to Pay Minimum Wages – Against All Defendants)**

18 42. Plaintiff re-alleges and incorporates by reference the allegations contained in the
19 preceding paragraphs as though fully set forth herein.

20 43. At all relevant times, Plaintiff and Class Members were employees or former
21 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage
22 Order(s).

23 44. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
24 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
25 Defendants' control.

26 45. For four (4) years prior to the filing of the Complaint in this Action through the
27 present, Defendants failed to accurately track and/or pay for all hours actually worked at their
28 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members

1 as discussed above.

2 46. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
4 for all hours worked or otherwise due.

5 47. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
6 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
7 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
8 damages, reasonable attorneys' fees and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **(Failure to Provide Meal Periods – Against All Defendants)**

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

13 49. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 512 and applicable Wage Order(s).

15 50. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
16 employ an employee for a work period of more than five (5) hours without a timely meal break of
17 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
18 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
19 per day without providing the employee with a second timely meal period of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties.

21 51. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
22 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
23 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
24 of compensation for each workday that the meal period is not provided.

25 52. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
27 uninterrupted meal periods every five hours of work without waiving the right to take them, as
28 permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation when Class Members were not provided compliant meal
2 periods.

3 53. By their failure to provide Plaintiff and Class Members compliant meal periods as
4 contemplated by Labor Code section 512, among other California authorities, and failing, to provide
5 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
6 provisions of Labor Code section 512 and applicable Wage Orders.

7 54. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
8 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
9 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

10 55. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
12 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
13 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

16 56. Plaintiff re-alleges and incorporates by reference the allegations contained in the
17 preceding paragraphs as though fully set forth herein.

18 57. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by applicable Wage Orders.

20 58. California law and applicable Wage Order(s) require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

27 59. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period or rest period as provided in the applicable Wage Order(s) of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the
2 employee's regular rate of compensation for each workday that the rest period is not provided.

3 60. For four (4) years prior to the filing of the Complaint in this Action through the
4 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
5 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
6 Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular
7 rate of compensation on the occasions that Class Members were not authorized or permitted to take
8 compliant rest periods.

9 61. By their failure, to authorize and permit Plaintiff and Class Members to take rest
10 periods contemplated by California law, and one (1) additional hour of pay at the employee's regular
11 rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
12 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

13 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
15 owed for rest periods that they were not authorized or permitted to take.

16 63. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
17 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
18 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
19 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

20 **FIFTH CAUSE OF ACTION**

21 **(Failure to Provide Recovery Periods – Against All Defendants)**

22 64. Plaintiff re-alleges and incorporates by reference the allegations contained in the
23 preceding paragraphs as though fully set forth herein.

24 65. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by applicable Wage Orders.

26 66. California Code of Regulations Title 8, section 3395 *et seq.*, requires employers to
27 provide employees who work outdoors in high heat conditions with full, timely, and authorized
28 cool-down recovery periods in a shaded area, as necessary to prevent heat illness. Further,

1 California Labor Code section 226.7(a) defines a “recovery period” as a cool-down period afforded
2 to an employee to prevent heat illness. Section 226.7(b) further provides that “an employer shall
3 not require an employee to work during a meal or rest or recovery period mandated pursuant to an
4 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission,
5 the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and
6 Health.”

7 67. Further, under 29 C.F.R. § 1926.28 requires employers to furnish appropriate
8 personal protective equipment to employees exposed to hazardous conditions. California Code of
9 Regulations, Title 8, sections 3395(c) and 3395(i)(1), likewise require employers to implement
10 effective heat illness prevention plans, including adequate provision of water, access to shade, and
11 written procedures for addressing high-heat conditions, especially at outdoor worksites. Upon
12 information and belief, Defendants failed to implement and enforce such mandatory safety practices
13 and policies.

14 68. For four (4) years prior to the filing of the Complaint in this Action through the
15 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
16 compliant duty-free uninterrupted recovery periods. Moreover, Defendants failed to provide one
17 (1) additional hour of pay at the Class Members’ regular rate of compensation on the occasion that
18 Plaintiff and/or Class Members were not authorized or permitted to take compliant recovery periods.

19 69. By their failure, to authorize and permit Plaintiff and Class Members to take recovery
20 periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular
21 rate of compensation for such unprovided recovery periods, as alleged above, Defendants willfully
22 violated provisions of Labor Code section 226.7 and applicable Wage Order(s).

23 70. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for recovery periods that they were not authorized or permitted to take.

26 71. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
27 premium wages for unprovided compliant recovery periods, in amounts to be determined at trial,
28 plus interest and penalties thereon, attorneys’ fees and costs, under Labor Code sections 226.7 and

1 1198, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **SIXTH CAUSE OF ACTION**

3 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

4 72. Plaintiff re-alleges and incorporates by reference the allegations contained in the
5 preceding paragraphs as though fully set forth herein.

6 73. At all relevant times, Plaintiff and Class Members were employees or former
7 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
8 Wage Orders.

9 74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
10 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
11 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
12 discharge immediately upon termination. Class Members who resigned were entitled to payment
13 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
14 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
15 unpaid at the time of resignation.

16 75. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
17 years before the filing of the Complaint in this Action through the present, Defendants, due to the
18 failure to provide overtime, minimum, sick leave or vacation wages, mentioned above, failed to pay
19 Plaintiff and Class Members all wages earned including without limitation, premium wages prior to
20 resignation or termination in accordance with Labor Code sections 201 or 202.

21 76. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
22 Members all wages earned prior to termination or resignation in accordance with Labor Code
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
24 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
25 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
27 termination or resignation.

28 77. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to

1 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
2 resignation, until paid, up to a maximum of thirty (30) days.

3 78. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
5 prior to termination or resignation.

6 79. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
7 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
8 waiting time penalties, interest, and their costs of suit, as well.

9 **SEVENTH CAUSE OF ACTION**

10 **(Failure to Pay All Wages Within a Timely Manner – Against All Defendants)**

11 80. Plaintiff re-alleges and incorporates by reference the allegations contained in the
12 preceding paragraphs as though fully set forth herein.

13 81. At all relevant times, Labor Code section 200 provides that “wages include all
14 amounts for labor performed by employees of every description, whether the amount is fixed or
15 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation.”

16 82. At all relevant times, Labor Code section 204 states that all wages earned by any
17 person in any employment are payable twice during the calendar month, and must be paid not more
18 than seven days following the close of the period when the wages were earned.

19 83. At all relevant times, Plaintiff and Class Members were employees or former
20 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
21 Orders.

22 84. At all relevant times, Labor Code section 204 expressly required employers who pay
23 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
24 calendar days following the close of the payroll period.” Due to Defendants' failure to pay Plaintiff
25 and Class Members all minimum, or overtime wage compensation, and meal and rest period
26 premiums as described above, Defendants failed to timely pay its employees within seven calendar
27 days following the close of payroll in accordance with Labor Code section 204 on a regular and
28 consistent basis.

85. As discussed in detail above, by failing to pay for all minimum and/or overtime wages owed, and failing to pay meal and/or rest premiums, among others discussed above, Defendants failed to pay Plaintiff and Clas Members at least twice per month in violation of Labor Code section 204.

86. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor Code section 210.

EIGHTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

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

88. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

89. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

90. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants failed to comply with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure, on occasion, to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

91. Defendants' failure to, on occasion, provide Plaintiff and Class Members with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to

1 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
2 provided wage statements that Defendants knew were not accurate.

3 92. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
4 have suffered injury. The absence of accurate information on Class Members' wage statements has
5 delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
6 mathematical computations to determine the amount of wages owed; causes difficulty and expense
7 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
8 about wages and amounts deducted from wages to state and federal governmental agencies, among
9 other things.

10 93. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
11 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
12 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
13 pay period, not to exceed an aggregate \$4,000.00 per employee.

14 94. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
15 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
16 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
17 attorneys' fees, and costs of suit.

18 **NINTH CAUSE OF ACTION**

19 **(Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy – Against All Defendants)**

20 95. Plaintiff re-alleges and incorporate by reference the allegations contained in the
21 preceding paragraphs as though fully set forth herein.

22 96. Section 246(a)(1) of the California Labor Code states: "An employee who, on or after
23 July 1, 2015, works in California for the same employer for 30 or more days within a year from the
24 commencement of employment is entitled to paid sick days as specified in this section ... (b) an
25 employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked,
26 beginning at the commencement of employment ..."

27 97. Section 246(c) of the Labor Code states: "An employee shall be entitled to use
28 accrued paid sick days beginning on the 90th day of employment, after which day the employee

1 may use paid sick days as they are accrued.”

2 98. Section 233(c) of the California Labor Code states: “An employer shall not deny an
3 employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
4 manner discriminate against an employee for using, or attempting to exercise the right to use, sick
5 leave to attend to an illness or the preventive care of a family member, or for any other reason
6 specified in subdivision (a) of Section 246.5.

7 99. Section 233(d) of the California Labor Code provides relief for violations of this
8 section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to
9 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
10 equitable relief.”

11 100. Section 234 of the California Labor Code further forbids employers from adopting
12 an “absence control policy that counts sick leave taken pursuant to section 233 as an absence that
13 may lead to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
14 233.” An employee working under this policy is entitled to appropriate legal and equitable relief
15 pursuant to Section 233.

16 101. As a result, and upon information and belief, Defendants have a continuous and
17 consistent policy of depriving Plaintiff and Class Members with the appropriate paid sick days
18 pursuant to section 246 and failing to identify the available sick days on wage statements.

19 102. Upon information and belief, Defendants operate under an absence control policy
20 that counts sick leave taken pursuant to Section 233 as an unauthorized absence that may result in
21 discipline, discharge, demotion, or termination. Thus, Defendants and/or DOES’ sick pay policy
22 punishes Plaintiff and Class Members by way of suspension and/or termination for use of protected
23 and appropriate sick leave.

24 103. Further, Defendants and/or DOES sick pay policy fails to pay sick pay for all
25 appropriate and protected purposes enumerated in Labor Code sections 233, 234, and 246, and
26 Defendants and/or DOES fail to properly itemize the amount accrued/available sick leave to Plaintiff
27 and Class Members have on wage statements each per period.

28 104. As a result of the unlawful acts of Defendants and/or DOES, Plaintiff and Class

1 Members that he seeks to represent have incurred damages, in amounts to be determined at trial,
2 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and
3 costs, pursuant to the California Labor Code discussed herein.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of Labor Code § 2802 – Against All Defendants)**

6 105. Plaintiff re-alleges and incorporates by reference the allegations contained in the
7 preceding paragraphs as though fully set forth herein.

8 106. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

10 107. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
11 his or her employee for all necessary expenditures or losses incurred by the employee in direct
12 consequence of the discharge of his or her duties . . .”

13 108. For three (3) years prior to the filing of the Complaint in this Action through the
14 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
15 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
16 obedience to the directions of Defendants that included, without limitation: using cellular phones
17 for work-related purposes, for mileage for the use of their own personal vehicles, and for purchasing
18 tools and/or equipment required to complete their work duties.

19 109. During that time period, Plaintiff is informed and believes, and based thereon alleges,
20 that Defendants, at times, failed and refused, and still fail and refuse, on occasion, to reimburse
21 Plaintiff and Class Members for those losses and/or expenditures.

22 110. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
23 have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
24 herein-described losses and/or expenditures.

25 111. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
28 costs of suit.

1 **ELEVENTH CAUSE OF ACTION**

2 **(Penalties Pursuant To Labor Code Section 2699, *ET SEQ.* – Against All Defendants)**

3 112. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 113. Plaintiff and Class Members are aggrieved employees as defined under Labor Code
6 section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed
7 by the alleged violators, Defendants.

8 114. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'
9 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the
10 penalty provisions, without limitation, based on the following Labor Code sections: 200, 201, 202,
11 203, 204, 210, 218.6, 226, 226.3, 226.7, 233, 234, 245, 246, 510, 512, 558, 558.1, 1174, 1194,
12 1194.2, 1197, *et al.*, 2810.5, applicable Wage Order(s), California Code of Regulations, Title 8,
13 sections 3395(c) and (i)(1), and 29 CFR 1926.28.

14 115. The penalties shall be allocated as follows: 65% to the Labor and Workforce
15 Development Agency (LWDA) and 35% to the affected employees.

16 116. Plaintiff and Class Members or Aggrieved Employees also seek any and all penalties
17 and remedies set forth in Labor Code section 558, which states:

18 a. Any employer or other person acting on behalf of an employer who violates, or
19 causes to be violated, a section of this chapter or any provision regulating hours and
20 days of work in any order of the Industrial Welfare Commission shall be subject to
21 a civil penalty as follows: (1) [f]or any initial violation, fifty dollars (\$50) for each
22 underpaid employee to an amount sufficient to recover underpaid wages. (2) [f]or
23 each subsequent violation, one hundred dollars (\$100) for each underpaid employee
for each pay period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages. (3) [w]ages recovered pursuant to this section
shall be paid to the affected employee[s].

24 b. If upon inspection or investigation the Labor Commissioner determines that a person
25 had paid or caused to be paid a wage for overtime work in violation of any provision
26 of this chapter, any provision regulating hours and days of work in any order of the
27 Industrial Welfare Commission, or any applicable local overtime law, the Labor
28 Commissioner may issue a citation. The procedures for issuing, contesting, and
enforcing judgments for citations or civil penalties issued by the Labor
Commissioner for a violation of this chapter shall be the same as those set out
in Section 1197.1

1 c. The civil penalties provided for in this section are in addition to any other civil or
2 criminal penalty provided by law.

3 117. Labor Code section 226.3 provides that, “[a]ny employer who violates subdivision
4 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
6 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
7 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
8 that Labor Code section 226.3 applies, Plaintiff and Class Members or Aggrieved Employees also
9 seek such penalties on.

10 118. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
11 LWDA and Defendants postmarked on April 29, 2025. The LWDA has not provided notice of its
12 intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date
13 of the letters. However, on May 9, 2025, the Department of Industrial Relations, Division of
14 Occupational Safety and Health provided formal notice to Efficient Builders and Shaw, stating, in
15 part, “. . . received a complaint (Complaint No. 2292373) alleging the following conditions . . . T8
16 CCR 3395(d)(3) [] [and] T8 CCR 3395(c) [] . . . [t]he Division has not determined whether the
17 hazard(s), as alleged, exist(s) at your workplace, at this time, the Division does not intend to conduct
18 an inspection of your workplace. However, you are required to investigate the alleged condition(s)
19 and notify this office in writing no later than fourteen (14) calendar days after receipt of this letter .
20 . .” Upon information and belief, Plaintiff is unaware whether Defendants complied with [the
21 Division’s] request. As such, Plaintiff has satisfied the administrative prerequisites under California
22 Labor Code sections 2699.3(a) and 2699.3 to recover civil penalties against Defendants for
23 violations described above.

24 **TWELTH CAUSE OF ACTION**

25 **(Unfair Competition – Against All Defendants)**

26 119. Plaintiff re-alleges and incorporates by reference the allegations contained in the
27 preceding paragraphs as though fully set forth herein.

28 120. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct

1 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
2 Professions Code section 17200. Due to their participation at times in unlawful business practices
3 in violation of the Labor Code, Defendants have gained a competitive advantage over other
4 comparable companies doing business in the State of California that comply with their obligations
5 to compensate employees in accordance with the Labor Code.

6 121. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff
7 and Class Members have suffered injury in fact and lost money or property.

8 122. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
9 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
10 Code and requiring the establishment of appropriate and effective means to prevent further
11 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
12 including interest thereon, in which they had a property interest and which Defendants nevertheless
13 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
14 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
15 by their failure to comply with the Labor Code.

16 123. Plaintiff and Class Members are entitled to costs of suit under Code of Civil
17 Procedure section 1032 and interest under Civil Code section 3287.

18 **DEMAND FOR JURY TRIAL**

19 124. Plaintiff demands a trial by jury on all causes of action contained herein

20 **PRAYER**

21 WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment
22 against Defendants as follows:

- 23 A. An order certifying this case as a Class Action;
- 24 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
25 counsel as class counsel;
- 26 C. Damages for all wages earned and owed, including minimum, and/or overtime
27 wages under Labor Code sections 218.6, 510, 1194, 1197, 1174, and 1199;
- 28 D. Liquidated damages pursuant to Labor Code section 1194.2;

- 1 E. Damages for unpaid premium wages from missed meal, rest, and recovery periods
2 under, among other Labor Code sections, 512 and 226.7, and California Code of
3 Regulations Title 8, section 3395(c) and (i)(1), and 29 CFR 1926.28;
4 F. Penalties for inaccurate wage statements under Labor Code section 226,
5 subdivision (e);
6 G. Waiting time penalties under Labor Code section 203;
7 H. Damages for failing to timely pay wages under Labor Code section 204 and
8 penalties pursuant to section 210;
9 I. Damages under Labor Code section 2802;
10 J. Damages and/or monies owed for failing to adopt compliant and/or unlawful sick
11 pay policy;
12 K. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
13 proven;
14 L. Preliminary and permanent injunctions prohibiting Defendants from further
15 violating the California Labor Code and requiring the establishment of appropriate
16 and effective means to prevent future violations;
17 M. Restitution of wages and benefits due which were acquired by means of any unfair
18 business practice, according to proof;
19 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;
20 O. For attorneys' fees in prosecuting this action;
21 P. For costs of suit incurred herein; and
22 Q. For such other and further relief as the Court deems just and proper.

23 Dated: August 12, 2025

MIRACLE MILE LAW GROUP, LLP

24
25 BY: 

26 STEVEN I. AZIZI
SEVADA HAKOPIAN

27 Attorneys for Plaintiff VICTOR MARTINEZ, on
28 behalf of himself and all others similarly situated