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

HUNTER JEFFREY FRASIER, an individual,
on behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

SIERRA FORESTRY CONSULTING, LLC, a
Limited Liability Company; and DOES 1 TO 50,

Defendants.

Case Number: 207552

**First Amended Class and Representative
Action Complaint For:**

1. Failure to Pay All Minimum Wages,
2. Failure to Pay All Wages Earned and Unpaid at Separation,
3. Failure to Furnish Accurate Itemized Wage Statements,
4. Violations of California's Unfair Competition Law (Bus. & Prof. Code, §§ 17200–17210), and
5. Penalties Pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”) for Violations of California Labor Code Sections 201, 202, 203, 226, 226.3, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Other Provisions of the Labor Code.

By Fax

1 Plaintiff Hunter Jeffrey Frasier (“Plaintiff”), on behalf of himself, the State of California, as a
2 private attorney general, and all other similarly situated employees within the State of California,
3 complains and alleges of defendants Sierra Forestry Consulting, LLC and Does 1 to 50 (collectively,
4 “Defendants”), and each of them, as follows:

5 **I. INTRODUCTION**

6 1. This is a class action complaint brought pursuant to California Code of Civil Procedure
7 section 382.

8 2. The “Class Period” as used herein, is defined as the period from April 22, 2021, and
9 continuing into the present and ongoing. Defendants’ violations of California’s laws as described more
10 fully below have been ongoing throughout the Class Period and are still ongoing.

11 3. Plaintiff brings this class action on behalf of himself and the following class: *All*
12 *individuals who are or were employed by Defendants as non-exempt employees in California during*
13 *the Class Period* (the “Class Members”). (Code Civ. Proc., § 382.)

14 4. Plaintiff brings this action on behalf of himself and the Class Members, as a class action,
15 against Defendants for:

- 16 A. Failure to pay all minimum wages,
- 17 B. Failure to pay wages timely during employment,
- 18 C. Failure to pay all wages earned and unpaid at separation,
- 19 D. Failure to furnish accurate itemized wage statements, and
- 20 E. Violations of California’s Unfair Competition Law (“UCL”) (Bus. & Prof.
21 Code, §§ 17200–17210).

22 5. This action is also a representative action brought pursuant to the California Labor Code
23 Private Attorneys General Act of 2004 (“PAGA”), codified at California Labor Code sections 2698
24 through 2699.6.

25 6. The “PAGA Period” as used herein, is defined as the period from April 22, 2024, and
26 continuing into the present and ongoing.

27 7. This PAGA action is brought on behalf of Plaintiff, the State of California as private
28 attorney general, and on behalf of the following aggrieved employees: *All individuals who are or were*

1 *employed by Defendants as non-exempt employees in California during the PAGA Period* (the
2 *“Aggrieved Employees”*).

3 8. Plaintiff is informed and believes and thereon alleges that the California Industrial
4 Welfare Commission (“IWC”) Wage Order applicable to the facts of this case is IWC Wage Order 16-
5 2001 (the “Applicable Wage Order”) and possibly others that may be applicable. (Cal. Code of Regs.,
6 tit. 8, § 11160.) Plaintiff reserves the right to amend or modify the definition of “Applicable Wage
7 Order” with greater specificity or add additional IWC Wage Orders if additional applicable wage orders
8 are discovered in litigation.

9 **II. JURISDICTION & VENUE**

10 9. This Court has subject matter jurisdiction over all causes of action asserted herein
11 pursuant to Article VI, section 10, of the California Constitution and Code of Civil Procedure section
12 410.10 because this is a civil action in which the matter in controversy, exclusive of interest, exceeds
13 \$25,000, and because each cause of action asserted arises under the laws of the State of California or
14 is subject to adjudication in the courts of the State of California.

15 10. This Court has personal jurisdiction over Defendants because Defendants have caused
16 injuries in the County of Shasta and the State of California through their acts, and by their violation of
17 the California Labor Code and California state common law. Defendants transact millions of dollars of
18 business within the State of California. Defendants own, maintain offices, transact business, have an
19 agent or agents within the County of Shasta, and/or otherwise are found within the County of Shasta,
20 and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 11. Venue as to Defendants is proper in this judicial district, pursuant to section 395 of the
22 Code of Civil Procedure. Defendants operate within California and do business within Shasta County,
23 California. The unlawful acts alleged herein have a direct effect on Plaintiff and all of Defendants’
24 employees identified above within Shasta County and surrounding counties where Defendants may
25 remotely operate.

26 12. This matter is not appropriate for removal under the Class Action Fairness Act (28
27 U.S.C. § 1332) as the amount in controversy for Plaintiff’s and the Class Members’ claims, in
28 aggregate, is less than \$5 million. Additionally, all the allegations herein occurred in the State of

1 California. As such, even if the amount in controversy did exceed \$5 million this matter would still not
2 be appropriate for removal under the “local controversy” exception to the Class Action Fairness Act.
3 (28 U.S.C. § 1332, subd. (d)(4)(A).)

4 **III. THE PARTIES**

5 **A. PLAINTIFF**

6 13. At all relevant times, Plaintiff, who is over the age of 18, was and currently is a citizen
7 of California residing in the State of California. Defendants employed Plaintiff as a non-exempt hourly
8 employee in the County of Shasta.

9 14. Plaintiff brings this action on behalf of himself and the following class pursuant to
10 section 382 of the Code of Civil Procedure as follows: *All individuals who are or were employed by*
11 *Defendants as non-exempt employees in California during the Class Period* (the “Class Members”).

12 15. Plaintiff also brings this action on behalf of himself and the State of California, as a
13 private attorney general, and on behalf of the following group of aggrieved employees: *All individuals*
14 *who are or were employed by Defendants as non-exempt employees in California during the PAGA*
15 *Period* (the “Aggrieved Employees”).

16 16. The Class Members and the Aggrieved Employees, at all times pertinent hereto, are or
17 were employees of Defendants during the relevant statutory period.

18 **B. DEFENDANTS**

19 17. Plaintiff is informed and believes and thereon alleges that Defendants were authorized
20 to and doing business in Shasta County and is and/or was the legal employer of Plaintiff, the other
21 Aggrieved Employees, and the other Class Members during the applicable statutory periods. Plaintiff,
22 the other Aggrieved Employees, and the other Class Members were, and are, subject to Defendants’
23 policies and/or practices complained of herein and have been deprived of the rights guaranteed to them
24 by: California Labor Code sections 201, 202, 203, 226, 226.3, 1185, 1194, 1194.2, 1197, 1197.1, 1198,
25 1199, and others that may be applicable; California Business and Professions Code sections 17200
26 through 17210 (“UCL”); and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11160).
27
28

1 18. Plaintiff is informed and believes, and based thereon alleges, that during the Class
2 Period and PAGA Period, Defendants did (and continue to do) business in the State of California,
3 County of Shasta.

4 19. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as Does 1 to 50, inclusive, and for that reason, said defendants
6 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
7 complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
8 thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were
9 responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff,
10 the other Aggrieved Employees, and the other Class Members to be subject to the unlawful employment
11 practices, wrongs, injuries, and damages complained of herein.

12 20. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
13 herein, Defendants were and/or are the employers of Plaintiff, the other Aggrieved Employees, and the
14 other Class Members. At all times herein mentioned, each of said Defendants participated in the doing
15 of the acts hereinafter alleged to have been done by the named Defendants. Furthermore, the
16 Defendants, and each of them, were the agents, representatives, and employees of each and every one
17 of the other Defendants, and at all times herein mentioned were acting within the course and scope of
18 said agency, representation, and employment. Defendants, and each of them, approved of, condoned,
19 or otherwise ratified every one of the acts or omissions complained of herein.

20 21. Plaintiff is further informed, and believes, and thereon alleges, that at all times
21 mentioned herein, that Defendants, and each of them, are the alter egos of one another and that there
22 existed and now exists a unity of interest and ownership between them such that the individuality and
23 separateness of each of them has ceased. Plaintiff is further informed, and believes, and thereon alleges,
24 that at all times mentioned herein, that Defendants, and each of them, have been and now are mere
25 shells and naked frameworks that their principal uses for the conduct of that Defendant's own business,
26 property, and affairs, for which Defendants, and each of them, have concealed and misrepresented their
27 identities as the entities responsible for their ownership, management, and financial interests.
28

22. Plaintiff is further informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff is informed, and believes, and thereon alleges, that all Defendants were joint employers for all purposes of Plaintiff, the other Aggrieved Employees, and the other Class Members.

IV. COMMON FACTS & ALLEGATIONS

23. Plaintiff and the other Class Members (collectively, the “Class Members”) are, and were at all relevant times, employed by the Defendants within the State of California.

24. Likewise, Plaintiff and the other Aggrieved Employees (collectively, the “Aggrieved Employees”) are, and were at all relevant times, employed by the Defendants within the State of California.

25. The Class Members and the Aggrieved Employees are, and were, at all relevant times, non-exempt employees for the purposes of minimum wages, and the other claims alleged in this complaint.

26. Specifically, Plaintiff was employed by Defendants within the statutory Class Period and PAGA Period, working as an hourly, non-exempt vegetation management inspector for Defendants. Plaintiff’s duties included identify potential hazards, conduct surveys, and provide data to aid prioritization of vegetation management activities.

A. MINIMUM WAGE VIOLATIONS

27. Labor Code section 1197 requires employees to be paid at least the minimum wage fixed by the IWC, and any payment of less than the minimum wage is unlawful. Similarly, Labor Code section 1194 entitles “any employee receiving less than the legal minimum wage . . . to recover in a civil action the unpaid balance of the full amount of this minimum wage.” Likewise, the Applicable Wage Order also obligates employers to pay each employee minimum wages for all hours worked. (Cal. Code of Regs., tit. 8, § 11160.) Labor Code section 1198 makes unlawful the employment of an employee under conditions that the IWC Wage Orders prohibit.

1 28. These minimum wage standards apply to each hour that employees work. Therefore, an
2 employer's failure to pay for any particular time worked by an employee is unlawful, even if averaging
3 an employee's total pay over all hours worked, paid or not, results in an average hourly wage above
4 minimum wage. (*Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.)

5 29. Here, Defendants failed to fully conform their pay practices to the requirements of the
6 law during the relevant statutory periods. The Class Members and the Aggrieved Employees were not
7 compensated for all hours worked including, but not limited to, all hours they were subject to the control
8 of Defendants and/or suffered or permitted to work under the California Labor Code and the Applicable
9 Wage Order. Among other violations, the Class Members and the Aggrieved Employees were subject
10 to the control of Defendants while off-the-clock and did not receive minimum wage for each hour
11 worked.

12 30. Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a), provide that an
13 employer who has failed to pay its employees the legal minimum wage is liable to pay those employees
14 the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
15 due and interest thereon.

16 31. When employees, such as the Class Members, are not paid for all hours worked under
17 Labor Code section 1194, they are entitled to recover minimum wages for the time which they received
18 no compensation. (See *Sillah v. Command International Security Services* (N.D. Cal. 2015) 154
19 F.Supp.3d 891 [employees suing for failure to pay overtime could recover liquidated damages under
20 Labor Code section 1194.2 if they also showed they were paid less than minimum wage].)

21 32. Labor Code section 1197.1 authorizes employees who are paid less than the minimum
22 wage fixed by an applicable state or local law, or by an order of the IWC, a civil penalty, among other
23 damages, as follows:

24 (1) “For any initial violation that is intentionally committed, one hundred
25 dollars (\$100) for each underpaid employee for each pay period for
26 which the employee is underpaid.”

27 (2) “For each subsequent violation for the same specific offense, two
28 hundred fifty dollars (\$250) for each underpaid employee for each pay

1 period for which the employee is underpaid regardless of whether the
2 initial violation is intentionally committed.” (Lab. Code, § 1197.1, subd.
3 (a).)

4 33. As set forth above, Defendants failed to fully compensate the Class Members and the
5 Aggrieved Employees for all minimum wages. Accordingly, the Class Members are entitled to recover
6 liquidated damages for violations of Labor Code section 1197.1.

7 34. Based upon these same factual allegations, the Class Members are likewise entitled to
8 penalties under Labor Code sections 1199.

9 **B. UNTIMELY WAGES AT SEPARATION**

10 35. Labor Code section 203 provides “if an employer willfully fails to pay . . . any wages
11 of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty”
12 for up to thirty days. (Lab. Code § 203; *Mamika v. Barca* (1998) 68 Cal.App.4th 487, 492.) As a result
13 of Defendants’ failure to pay the Class Members and the Aggrieved Employees for the wages described
14 above Defendants violated and continue to violate Labor Code section 203.

15 36. Due to Defendants’ faulty pay policies, those Class Members and Aggrieved Employees
16 whose employment with Defendants concluded were not compensated for each and every hour worked
17 at the appropriate rate. Defendants have failed to pay formerly-employed Class Members and
18 Aggrieved Employees whose sums were certain at the time of termination within at least seventy-two
19 hours of their resignation and have failed to pay those sums for thirty days thereafter.

20 **C. WAGE STATEMENT VIOLATIONS**

21 37. Defendants also failed to provide accurate itemized wage statements in accordance with
22 Labor Code sections 226, subdivisions (a)(1), (2), (5), and (9). Labor Code section 226, subdivision
23 (a), obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage
24 statement in writing showing:

- 25 (1) The gross wages earned;
26 (2) The total hours worked by the employee;
27 (3) The number of piece-rate units earned and any applicable piece rate if
28 the employee is paid on a piece rate basis;

- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

38. Due to Defendants' failure to pay the Class Members and the Aggrieved Employees properly as described above, the wage statements issued do not indicate the correct amount of gross wages earned, total hours worked, or the net wages earned, or the applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Thus, Defendants have violated Labor Code section 226, subdivisions (a)(1), (2), (5), and (9).

39. In addition to Labor Code section 226, subdivision (a), Defendants also knowingly and intentionally failed to provide the Class Members and the Aggrieved Employees with accurate itemized wage statements in violation of Labor Code section 226, subdivision (e). Defendants knew that they were not providing the Class Members and the Aggrieved Employees with wage statements required by California law but nevertheless failed to correct their unlawful practices and policies. (See *Garnett v. ADT LLC* (E.D. Cal. 2015) 139 F.Supp.3d 1121, 1134 [finding the defendant knowingly and intentionally violated Labor Code section 226 because the "[d]efendant knew that it was not providing total hours worked to plaintiff or other employees paid on commission" even though it believed that employees paid solely on commission or commission and salary "are exempt and therefore we do not record hours on a wage statement."].)

1 **V. CLASS ACTION ALLEGATIONS**

2 40. As mentioned above, Plaintiff brings this action on behalf of himself and the Class
3 Members pursuant to section 382 of the Code of Civil Procedure.

4 41. **Numerosity/Ascertainability:** The Class Members are so numerous that joinder of all
5 members would be unfeasible and not practicable. The membership of the class is unknown to Plaintiff
6 at this time; however, it is estimated that the number of Class Members is greater than 100 individuals.
7 The identity of such membership is readily ascertainable via inspection of Defendants' employment
8 records.

9 42. **Common Questions of Law and Fact Predominate/Well Defined Community of**
10 **Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated
11 non-exempt employees, which predominate over questions affecting only individual members
12 including, without limitation to:

13 A. Whether Defendants' pay policies/practices resulted in a failure to pay the Class
14 Members for all hours worked, including all minimum wages;

15 B. Whether Defendants timely paid all wages during employment;

16 C. Whether Defendants timely paid all wages earned and unpaid at separation;

17 D. Whether Defendants furnished legally-compliant wage statements to the Class
18 Members pursuant to Labor Code section 226; and

19 E. Whether Defendants' violations of the Labor Code and the Applicable Wage
20 Order amounted to a violation of California's UCL.

21 43. **Predominance of Common Questions:** Common questions of law and fact
22 predominate over questions that affect only individual Class Members. The common questions of law
23 set forth above are numerous and substantial and stem from Defendants' uniform policies and practices
24 applicable to each individual class member, such as Defendants' uniform policy and practice of failing
25 to pay for all hours worked, Defendants' failure to provide accurate itemized wage statements, and
26 others. As such, the common questions predominate over individual questions concerning each
27 individual class member's showing as to his or her eligibility for recovery or as to the amount of his or
28 her damages.

1 44. **Typicality:** The claims of Plaintiff are typical of the claims of the Class Members
2 because Plaintiff was employed by Defendants as a non-exempt employee in California during the
3 statute(s) of limitation applicable to each cause of action pleaded in this complaint. As alleged herein,
4 Plaintiff, like the other Class Members, was deprived of minimum, regular, and overtime wages
5 because of Defendants' unlawful timekeeping policies and practices, was not provided accurate
6 itemized wage statements, was not paid all wages in full and on time, , and was subject to other similar
7 policies and practices to which the Class Members were subject.

8 45. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
9 represent fairly and adequately the interests of the Class Members. Moreover, Plaintiff's attorneys are
10 ready, willing, and able to fully and adequately represent the Class Members and Plaintiff. Plaintiff's
11 attorneys have prosecuted numerous wage-and-hour class actions in state and federal court in the past
12 and are committed to vigorously prosecuting this action on behalf of the Class Members.

13 46. **Superiority:** The California Labor Code is broadly remedial in nature and serves an
14 important public interest in establishing minimum working conditions and standards in California.
15 These laws and labor standards protect the average working employee from exploitation by employers
16 who have the responsibility to follow the laws and who may seek to take advantage of superior
17 economic and bargaining power in setting onerous terms and conditions of employment. The nature of
18 this action and the format of laws available to Plaintiff and the Class Members make the class action
19 format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each
20 employee were required to file an individual lawsuit, Defendants would necessarily gain an
21 unconscionable advantage since they would be able to exploit and overwhelm the limited resources of
22 each individual plaintiff with their vastly superior financial and legal resources.

23 47. Moreover, requiring each Class Member to pursue an individual remedy would also
24 discourage the assertion of lawful claims by employees who would be disinclined to file an action
25 against their former or current employer for real and justifiable fear of retaliation and permanent
26 damages to their careers at subsequent employment. Further, the prosecution of separate actions by the
27 individual Class Members, even if possible, would create a substantial risk of inconsistent or varying
28 verdicts or adjudications with respect to the individual Class Members against Defendants herein, and

1 which would establish potentially incompatible standards of conduct for Defendants or legal
2 determinations with respect to individual Class Members which would, as a practical matter, be
3 dispositive of the interest of the other Class Members not parties to adjudications or which would
4 substantially impair or impede the ability of the Class Members to protect their interests.

5 48. Further, the claims of the individual Class Members are not sufficiently large to warrant
6 vigorous individual prosecution considering the concomitant costs and expenses attending thereto. As
7 such, the Class Members identified above are maintainable as a class under section 382 of the Code of
8 Civil Procedure.

9 **VI. EXHAUSTION OF REMEDIES**

10 49. Plaintiff has fully and completely exhausted administrative remedies under PAGA prior
11 to proceeding with the PAGA claims stated in this complaint. Plaintiff filed a PAGA notice online with
12 the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants
13 setting forth the facts and theories of the violations alleged against Defendants, as prescribed by PAGA.
14 (Lab. Code, §§ 2698–2699.6.)

15 50. As required by PAGA, Plaintiff submitted the \$75.00 filing fee with the LWDA by
16 regular mail. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), no notice was received by
17 Plaintiff from the LWDA evidencing its intention to investigate within sixty-five calendar days of the
18 postmark date of the PAGA notice. Plaintiff is therefore entitled to commence and proceed with a civil
19 action pursuant to Labor Code section 2699.

20 **VII. CAUSES OF ACTION**

21 **First Cause of Action**

22 *Failure to Pay All Minimum Wages*

23 *(Against All Defendants)*

24 51. Plaintiff realleges and incorporates by reference all previous paragraphs.

25 52. Section 4 of the Applicable Wage Order and Labor Code section 1197 establish the right
26 of employees to be paid minimum wages for all hours worked, in amounts set by state law. (Lab. Code,
27 § 1197; Cal. Code of Regs., tit. 8, § 11160.) Labor Code sections 1194, subdivision (a), and 1194.2,
28 subdivision (a), provide that an employee who has not been paid the legal minimum wage as required

1 by Labor Code section 1197 may recover the unpaid balance, together with attorneys' fees and costs
2 of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued
3 thereon.

4 53. Here, Defendants failed to fully conform their pay practices to the requirements of the
5 law during the relevant statutory periods. Plaintiff and the other Class Members were not compensated
6 for all hours worked including, but not limited to, all hours they were subject to the control of
7 Defendants and/or suffered or permitted to work under the Labor Code and the Applicable Wage Order.

8 54. Labor Code section 1198 makes unlawful the employment of an employee under
9 conditions that the IWC Wage Orders prohibit. Labor Code sections 1194, subdivision (a), and 1194.2,
10 subdivision (a), provide that an employer who has failed to pay its employees the legal minimum wage
11 is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages
12 in an amount equal to the wages due and interest thereon.

13 55. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
14 Plaintiff and the other Class Members have sustained economic damages, including but not limited to
15 unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover
16 economic and statutory damages and penalties and other appropriate relief because of Defendants'
17 violations of the Labor Code and Applicable Wage Order.

18 56. Defendants' practices and policies regarding illegal employee compensation are
19 unlawful and create an entitlement to recovery by Plaintiff and the other Class Members in a civil
20 action for the unpaid amount of minimum wages, liquidated damages, including interest thereon,
21 statutory penalties, attorneys' fees, and costs of suit according to Labor Code sections, 218.5, 1194,
22 1194.2, 1197, and 1198, and Code of Civil Procedure section 1021.5.

23 **Second Cause of Action**

24 *Failure to Pay All Wages Earned and Unpaid at Separation*

25 *(Against All Defendants)*

26 57. Plaintiff realleges and incorporates by reference all previous paragraphs.

27 58. The actionable period for this cause of action is three years prior to the filing of this
28 complaint through the present, and ongoing until the violations are corrected or the class is certified.

1 (*Pineda v. Bank of America, N.A.* (2010) 50 Cal.4th 1389, 1395; *Murphy v. Kenneth Cole Productions,*
2 *Inc.* (2007) 40 Cal.4th 1094, 1109; Code Civ. Proc., § 338, subd. (a).) Labor Code sections 201 and
3 202 of the California Labor Code require Defendants to pay all compensation due and owing to its
4 former employees (including the formerly-employed Class Members) during the actionable period for
5 this cause of action at or around the time that their employment is or was terminated, or ended.

6 59. Section 203 of the Labor Code provides that if an employer willfully fails to pay
7 compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the
8 employer is liable for penalties in the form of continued compensation up to thirty workdays.

9 60. Due to Defendants' faulty pay policies, those Class Members whose employment with
10 Defendants has concluded were not compensated for each and every hour worked at the appropriate
11 rate. Defendants have willfully failed to pay those formerly-employed Class Members whose sums
12 were certain at the time of termination within seventy-two hours of their resignation and have failed to
13 pay those sums for thirty days thereafter as required by Labor Code sections 201 through 203.

14 61. As a result, Defendants are liable to the formerly-employed Class Members for waiting
15 time penalties amounting to thirty days wages for the formerly-employed Class Members pursuant to
16 Labor Code section 203. (See, e.g., DLSE Manual, § 4.3.4 [failure to pay any sort of wages due upon
17 termination entitles an employee to recover waiting time penalties].)

18 **Third Cause of Action**

19 *Failure to Furnish Accurate Itemized Wage Statements*

20 *(Against All Defendants)*

21 62. Plaintiff realleges and incorporates by reference all previous paragraphs.

22 63. Labor Code section 226, subdivision (a), obligates employers, semi-monthly or at the
23 time of each payment to furnish an itemized wage statement in writing showing:

- 24 (1) The gross wages earned;
- 25 (2) The total hours worked by the employee;
- 26 (3) The number of piece-rate units earned and any applicable piece rate if
27 the employee is paid on a piece rate basis;
- 28

- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) The net wages earned;
- (6) The inclusive dates of the period for which the employee is paid;
- (7) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) The name and address of the legal entity that is the employer; and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

64. As set forth above, Defendants issued and continues to issue wage statements to its non-exempt employees including Plaintiff and the other Class Members that are inadequate under Labor Code section 226, subdivision (a). By failing to pay Plaintiff and the other Class Members properly as described above, Defendants failed to include required information on their wage statements, including, but not limited to, the gross wages earned, the net wages earned in violation of Labor Code section 226, subdivision (a).

65. Defendants' failure to comply with Labor Code section 226, subdivision (a), of the Labor Code was knowing and intentional. (Lab. Code, § 226, subd. (e)).

66. As a result of Defendants' issuance of inaccurate itemized wage statements to Plaintiff and the other Class Members in violation of Labor Code section 226, subdivision (a), Plaintiff and the other Class Members are each entitled to recover an initial penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty of \$4,000 per Plaintiff and per each Class Member from Defendants pursuant to Labor Code section 226, subdivision (e), along with costs and reasonable attorneys' fees.

1 **Fourth Cause of Action**

2 *Violations of California's Unfair Competition Law*

3 *(Against All Defendants)*

4 67. Plaintiff realleges and incorporates by reference all previous paragraphs.

5 68. Defendants have engaged and continue to engage in unfair and/or unlawful business
6 practices in California in violation of California Business and Professions Code section 17200 through
7 17210, by committing the unlawful acts described above. Defendants' utilization of these unfair and
8 unlawful business practices deprived and continue to deprive Plaintiff and the other Class Members of
9 compensation to which they are legally entitled. These practices constitute unfair and unlawful
10 competition and provide an unfair advantage over Defendants' competitors who have been and/or are
11 currently employing workers and attempting to do so in honest compliance with applicable wage and
12 hour laws.

13 69. Because Plaintiff is a victim of Defendants' unfair and unlawful conduct alleged herein,
14 Plaintiff for himself and on behalf of the Class Members, seeks full restitution of monies, as necessary
15 and according to proof, to restore any and all monies withheld, acquired and/or converted by
16 Defendants pursuant to Business and Professions Code sections 17203 and 17208.

17 70. The acts complained of herein occurred within the four years prior to the initiation of
18 this action and are continuing into the present and ongoing.

19 71. Plaintiff was compelled to retain the services of counsel to file this Court action to
20 protect his interests and those of the Class Members, to obtain restitution and injunctive relief on behalf
21 of Defendants' current non-exempt employees and to enforce important rights affecting the public
22 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which Plaintiff
23 is entitled to recover under Code of Civil Procedure section 1021.5.

Sixth Cause of Action

*Penalties Pursuant to PAGA for Violations of California Labor Code Sections 201,
202, 203, 226, 226.3, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and Other
Provisions of the Labor Code
(Against All Defendants)*

72. Plaintiff realleges and incorporates by reference all previous paragraphs.

73. Based on the above allegations incorporated by reference, Defendants violated Labor Code sections 201, 202, 203, 226, 226.3, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and others that may be applicable; and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11160), and others that may be applicable.

74. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code sections 2698 through 2699.6 because of Defendants' violation of Labor Code sections 201, 202, 203, 226, 226.3, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and others that may be applicable; and the Applicable Wage Order (Cal. Code of Regs., tit. 8, § 11160), and others that may be applicable.

75. Under Labor Code section 2699, subdivision (f)(2), and 2699.5, for each such violation, Plaintiff and the Aggrieved Employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

A. \$100 for the initial violation per employee per pay period; and

B. \$200 for each subsequent violation per employee per pay period.

76. These penalties must be allocated seventy-five percent to the Labor and Workforce Development Agency ("LWDA") and twenty-five percent to the affected employees. These penalties may be stacked separately for each of Defendants violations of the California Labor Code. (*Lopez v. Friant & Associates, LLC* (2017) 15 Cal.App.5th 773, 780–781 [citing with approval *Stoddart v. Express Services, Inc.* (E.D. Cal., Sept. 16, 2015, No. 2:12-CV-01054-KJM) 2015 WL 5522142, at *9, for the proposition that plaintiff could pursue separate claims for penalties under Labor Code section 226, subdivision (e), and penalties for Labor Code section 226, subdivision (a), violations]; see also *Hernandez v. Towne Park, Ltd.* (C.D. Cal., June 22, 2012, No. CV 12-02972 MMM JCGX) 2012 WL 2373372, at *17 fn. 70 [noting that federal courts applying California law have found that "PAGA

1 penalties can be stacked, i.e., multiple PAGA penalties can be assessed for the same pay period for
2 different Labor Code violations.”], internal quotation marks omitted).

3 77. In addition, to the extent permitted by law, Defendants failed to provide Plaintiff and all
4 Aggrieved Employees with accurate itemized wage statements in compliance with Labor Code section
5 226, subdivision (a). Plaintiff seeks separate PAGA penalties for Defendants’ violations of Labor Code
6 section 226, subdivisions (a) and (e). (*Lopez v. Friant & Associates, LLC, supra*, 15 Cal.App.5th at pp.
7 780, 788.)

8 78. For violations of Labor Code section 226, subdivision (a), Plaintiff seeks the default
9 penalty provided by Labor Code section 226.3. Labor Code section 226.3 provides that “[a]ny
10 employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount
11 of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand
12 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails
13 to provide the employee a wage deduction statement or fails to keep the required in subdivision (a) of
14 Section 226.” Accordingly, through PAGA and to the extent permitted by law Plaintiff and the
15 Aggrieved Employees are entitled to recover penalties for violations of Labor Code section 226.3 and
16 seeks default PAGA penalties for each of Defendants’ numerous violations of Labor Code section 226,
17 subdivision (e).

18 79. Labor Code section 1197.1 authorizes a civil penalty, restitution of wages, and
19 liquidated damages, in the amount of: (1) one hundred dollars (\$100) for any initial violation that is
20 intentionally committed for each underpaid employee for each pay period for which the employee is
21 underpaid, and (2) two hundred fifty dollars (\$250) for each subsequent violation for the same specific
22 offense for each underpaid employee for each pay period for which the employee is underpaid
23 regardless of whether the initial violation is intentionally committed. Accordingly, through PAGA and
24 to the extent permitted by law, Plaintiff and the Aggrieved Employees are entitled to recover pursuant
25 to Labor Code section 1197.1.

26 80. Plaintiff was compelled to retain the services of counsel to file this action to protect his
27 interests and those of the Aggrieved Employees, and to assess and collect the wages and penalties owed
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1 by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which Plaintiff is also entitled
2 to recover under Labor Code section 2699, subdivision (g)(1).

3 **VIII. PRAYER FOR RELIEF**

4 Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought
5 against Defendants, as follows:

- 6 1. For an order certifying the proposed class;
 - 7 2. For an order appointing Plaintiff as representative of the class;
 - 8 3. For an order appointing Plaintiff's counsel as counsel for the class;
 - 9 4. For the failure to pay all minimum wages, compensatory, consequential, general, and
10 special damages according to proof pursuant to Labor Code sections 1194, 1194.2,
11 1197, and others as may be applicable;
 - 12 5. For the failure to pay all wages earned and unpaid at separation, statutory waiting time
13 penalties pursuant to Labor Code sections 201 through 203, for the Class Members who
14 quit or were fired in an amount equal to their daily wage multiplied by thirty days, as
15 may be proven;
 - 16 6. For the violations of California's Unfair Competition Law, restitution to Plaintiff and
17 the other Class Members of all money and/or property unlawfully acquired by
18 Defendants by means of any acts or practices declared by this Court to be in violation
19 of Business and Professions Code sections 17200 through 17210;
 - 20 7. For the claim of penalties pursuant to PAGA and other provisions of the California
21 Labor Code, a civil penalty in the amount of \$100 for the initial violation and \$200 for
22 each subsequent violation as specified in Labor Code section 2699, subdivision (f)(2),
23 in the representative action brought on behalf of Plaintiff and the Aggrieved Employees
24 pursuant the Labor Code Private Attorneys General Act of 2004;
 - 25 8. Prejudgment interest on all due and unpaid wages pursuant to Labor Code section 218.6
26 and Civil Code sections 3287 and 3289;
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- 1 **9.** On all causes of action for which attorneys' fees may be available, for attorneys' fees
2 and costs as provided by Labor Code sections 218.5, 226, Code of Civil Procedure
3 section 1021.5, and others as may be applicable;
- 4 **10.** For an order enjoining Defendants, and each of them, and their agents, servants, and
5 employees, and all persons acting under, in concert with, or for them, from acting in
6 derogation of any rights or duties adumbrated in this complaint; and
- 7 **11.** For such other and further relief, this Court may deem just and proper.

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9 Dated: June 26, 2025

MELMED LAW GROUP P.C.

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11 **LYNSEY D. JOHNSON**

12 Attorneys for Plaintiff, the Putative Class, and the
13 Aggrieved Employees

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