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Superior Court of California
County of Sacramento

08/01/2024

By: I. Romo Deputy

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

OSCAR RAMIRO RUIZ ALCARAZ, EDGAR
ANTONIO ARECHIGA MONTES, LEOPOLD
PEREZ CASTELLANOS, GUILLERMO LUNA
CHAVEZ, and OMAR ARECHIGA MONTES
individually, and on behalf of all others similarly
situated,

Plaintiffs,

vs.

TMC GENERAL CONSTRUCTION, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: 34-2022-00327354
Consolidated with Case No.: 34-2022-
00327476-CU-OE--GDS

**CONSOLIDATED SECOND AMENDED
CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Failure to Pay Prevailing Wages on Public Works Projects (Cal. Lab. Code §§ 1770, *et seq.*);
9. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*];
and
10. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*].

DEMAND FOR JURY TRIAL

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14 Guillermo Luna Chavez, and Omar Arechiga Montes

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1 Plaintiffs Oscar Ramiro Ruiz Alcaraz, Edgar Antonio Arechiga Montes, Leopold Perez
2 Castellanos, Guillermo Luna Chavez, Omar Arechiga Montes (“Plaintiffs”), based upon facts that
3 either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, allege as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs bring this action against Defendants TMC General Construction, Inc., and
7 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
8 violations and unfair business practices stemming from Defendants’ failure to pay minimum
9 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
11 failure to timely pay all wages to terminated employees, failure to indemnify necessary
12 business expenses, failure to pay prevailing wages, and failure to furnish accurate wage
13 statements.

14 2. Plaintiffs bring the First through Ninth Causes of Action individually and as a class
15 action on behalf of himself and certain current and former employees of Defendants
16 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
17 below). The Class consists of Plaintiffs and all other persons who have been employed by any
18 Defendants in California as an hourly-paid, non-exempt employee during the statute of
19 limitations period applicable to the claims pleaded here.

20 3. Plaintiffs brings the Tenth Cause of Action as a representative action under the
21 California Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to
22 Plaintiffs, the State of California, and past and present non-exempt, hourly-paid employees of
23 Defendants who worked in California during the applicable statute of limitations period
24 (hereinafter referred to as the “Aggrieved Employees”).

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Sacramento County. As such, and
27 based upon all the facts and circumstances incident to Defendants’ business in California,
28

1 Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial
2 Welfare Commission (“IWC”), and the California Business & Professions Code.

3 5. Despite these requirements, throughout the statutory period Defendants maintained
4 a systematic, company-wide policy and practice of:

- 5 (a) Failing to pay employees for all hours worked, including all minimum
6 wages, and overtime wages in compliance with the California Labor Code
7 and IWC Wage Orders;
- 8 (b) Failing to provide employees with timely and duty-free meal periods in
9 compliance with the California Labor Code and IWC Wage Orders, failing
10 to maintain accurate records of all meal periods taken or missed, and
11 failing to pay an additional hour’s pay for each workday a meal period
12 violation occurred;
- 13 (c) Failing to authorize and permit employees to take timely and duty-free rest
14 periods in compliance with the California Labor Code and IWC Wage
15 Orders, and failing to pay an additional hour’s pay for each workday a rest
16 period violation occurred;
- 17 (d) Failing to indemnify employees for necessary business expenses incurred;
- 18 (e) Willfully failing to pay employees all minimum wages, overtime wages,
19 meal period premium wages, and rest period premium wages due within
20 the time period specified by California law when employment terminates;
- 21 (f) Failing to pay employees prevailing wages for public works projects,
22 including failure to give travel and subsistence pay, health and welfare,
23 vacation, and pension contributions to employees, and failing to employ
24 apprentices and/or make payments to apprenticeship or other training
25 programs, in violation of Labor Code sections 1772, 1773.1, 1774, 1777.5,
26 1777.7, 1194 and 2699.
- 27 (g) Failing to maintain accurate records of the hours that employees worked;
28 and

1 (h) Failing to provide employees with accurate, itemized wage statements
2 containing all the information required by the California Labor Code and
3 IWC Wage Orders.

4 6. On information and belief, Defendants, and each of them were on actual and
5 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
6 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
7 were willful and deliberate.

8 7. At all relevant times, Defendants were and are legally responsible for all of the
9 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
10 foregoing paragraphs as the employer of Plaintiffs, the Class, and the Aggrieved Employees.
11 Further, Defendants are responsible for each of the unlawful acts or omissions complained of
12 herein under the doctrine of "respondeat superior".

13 **THE PARTIES**

14 **A. Plaintiffs**

15 8. Plaintiff Oscar Ramiro Ruiz Alcaraz is a California resident that worked for
16 Defendants in the County of Sacramento, State of California, as an installer from September
17 2021 to October 2021.

18 9. Plaintiff Edgar Antonio Arechiga Montes is a California resident who worked for
19 Defendants in California as an hourly-paid, non-exempt employee from approximately March
20 2021 to approximately October 2020 to June 2022;

21 10. Plaintiff Leopold Perez Castellanos is a California resident who worked for
22 Defendants in California as an hourly-paid, non-exempt employee from approximately March
23 2021 to approximately May 2020 to December 2020;

24 11. Plaintiff Guillermo Luna Chavez is a California resident who worked for Defendants
25 in California as an hourly-paid, non-exempt employee from approximately March 2021 to
26 approximately February 2022 to July 2022;

27 12. Plaintiff Omar Arechiga Montes is a California resident who worked for Defendants
28 in California as an hourly-paid, non-exempt employee from approximately March 2021 to

1 approximately October 2020 to June 2022;

2 13. Plaintiffs reserve the right to seek leave to amend this complaint to add new
3 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
4 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

5 **B. Defendants**

6 14. Plaintiffs are informed and believes, and based upon that information and belief
7 alleges, that Defendant TMC General Construction, Inc. is:

- 8 (a) A California corporation with its principal place of business in Sacramento,
9 California.
- 10 (b) A business entity conducting business in numerous counties throughout the
11 State of California, including in Sacramento County; and
- 12 (c) The former employer of Plaintiffs, and the current and/or former employer
13 of the putative Class. Defendants suffered and permitted Plaintiffs, the
14 Class, and the Aggrieved Employees to work, and/or controlled their
15 wages, hours, or working conditions.

16 15. Plaintiffs do not currently know the true names or capacities of the persons or
17 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such
18 fictitious names. Each of the Doe Defendants was in some manner legally responsible for the
19 damages suffered by Plaintiffs, the Class, and the Aggrieved Employees as alleged herein.
20 Plaintiffs will amend this complaint to set forth the true names and capacities of these
21 Defendants when they have been ascertained, together with appropriate charging allegations,
22 as may be necessary.

23 16. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
24 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
25 and/or injured a significant number of the Plaintiffs, the Class, and the Aggrieved Employees
26 in the State of California.

27 17. Plaintiffs are informed and believes and thereon alleges that at all relevant times
28 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs

1 and the other employees described in the class definitions below, and exercised control over
2 their wages, hours, and working conditions. Plaintiffs are informed and believes and thereon
3 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
4 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
5 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
6 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
7 such other relationships to some or all of the other Defendants so as to be liable for their
8 conduct with respect to the matters alleged below. Plaintiffs are informed and believes and
9 thereon alleges that each Defendant acted pursuant to and within the scope of the relationships
10 alleged above, that each Defendant knew or should have known about, and authorized,
11 ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

12 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

13 18. Plaintiff Oscar Ramiro Ruiz Alcaraz is a California resident who worked for
14 Defendants in the County of Sacramento, within the State of California, as an installer from
15 approximately September 2021 to October 2021. During the statutory period, Defendants
16 classified Plaintiff Alcaraz as non-exempt from California's overtime requirements, and paid
17 Plaintiff Alcaraz an hourly wage.

18 19. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours
19 worked (including minimum wages and overtime wages), failed to provide Plaintiffs with
20 uninterrupted meal periods, failed to authorize and permit Plaintiffs to take uninterrupted rest
21 periods, failed to indemnify Plaintiffs for necessary business expenses, failed to timely pay all
22 final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to pay
23 Plaintiffs their prevailing wages, and failed to furnish accurate wage statements to Plaintiffs.
24 As discussed below, Plaintiffs' experience working for Defendants was typical and
25 illustrative.

26 20. Throughout the statutory period, Defendants maintained a policy and practice of
27 not paying Plaintiffs, the Class, and the Aggrieved Employees for all hours worked, including
28 all overtime wages. Plaintiffs, the Class, and the Aggrieved Employees were required to work

1 “off the clock” and uncompensated. For example, Plaintiffs, the Class, and the Aggrieved
2 Employees were paid based on their scheduled shifts, as opposed to the actual hours and
3 minutes worked each workday. As a result, Defendants failed to accurately record the time
4 worked for Plaintiffs, the Class, and the Aggrieved Employees, leading to underpayment of
5 wages. Plaintiffs, the Class, and the Aggrieved Employees were required to arrive to work
6 earlier than their shifts began, so that they could prepare for work. Further, Plaintiffs, the
7 Class, and the Aggrieved Employees were required to continue to work after their scheduled
8 shift ended, which included to clean up, put away tools and equipment/materials, off the clock
9 and uncompensated. Also, Plaintiffs, the Class, and the Aggrieved Employees were not paid
10 during their rest breaks (which was combined with the meal break), leading to underpayment
11 of wages.

12 21. Throughout the statutory period, Defendants have wrongfully failed to provide
13 Plaintiffs, the Class, and the Aggrieved Employees with legally compliant meal periods.
14 Defendants sometimes, but not always, required Plaintiffs, the Class, and the Aggrieved
15 Employees to work in excess of five consecutive hours a day without providing 30-minute,
16 continuous and uninterrupted, duty-free meal period for every five hours of work, or without
17 compensating Plaintiffs, the Class, and the Aggrieved Employees for meal periods that were
18 not provided by the end of the fifth hour of work or tenth hour of work. Defendants also did
19 not adequately inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take
20 a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the
21 end of the tenth hour of work. Accordingly, Defendants’ policy and practice was to not
22 provide meal periods to Plaintiffs, the Class, and the Aggrieved Employees in compliance
23 with California law.

24 22. Throughout the statutory period, Defendants have wrongfully failed to authorize
25 and permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and duty-free
26 rest periods. Defendants sometimes, but not always, required Plaintiffs, the Class, and the
27 Aggrieved Employees to work in excess of four consecutive hours a day without Defendants
28 authorizing and permitting them to take a 10-minute, continuous and uninterrupted, rest period

1 for every four hours of work (or major fraction of four hours), or without compensating
2 Plaintiffs, the Class, and the Aggrieved Employees for rest periods that were not authorized or
3 permitted. Defendants also did not adequately inform Plaintiffs, the Class, and the Aggrieved
4 Employees of their right to take a rest period. Moreover, Defendants did not have adequate
5 policies or practices permitting or authorizing rest periods for Plaintiffs, the Class, and the
6 Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the
7 timing of rest periods. Defendants also did not have adequate policies or practices to verify
8 whether Plaintiffs, the Class, and the Aggrieved Employees were taking their required rest
9 periods. Further, Defendants did not maintain accurate records of employee work periods, and
10 therefore Defendants cannot demonstrate that Plaintiffs, the Class, and the Aggrieved
11 Employees took rest periods during the middle of each work period. Accordingly, Defendants'
12 policy and practice was to not authorize and permit Plaintiffs, the Class, and the Aggrieved
13 Employees to take rest periods in compliance with California law.

14 23. Throughout the statutory period, Defendants wrongfully required Plaintiffs, the
15 Class, and the Aggrieved Employees to pay expenses that they incurred in direct discharge of
16 their duties for Defendants without reimbursement, such as the purchase of masks, helmets,
17 tools, gloves, pencils and pens, construction vests, and other construction items. Additionally,
18 during the statutory period, Defendants required Plaintiffs to use personal cell phones for work
19 purposes without reimbursement and required Plaintiffs to use their personal vehicles without
20 reimbursement, including for mileage.

21 24. Throughout the statutory period, Defendants willfully failed and refused to timely
22 pay Plaintiffs, the Class, and the Aggrieved Employees at the conclusion of their employment
23 all wages for all minimum wages, overtime wages, meal period premium wages, prevailing
24 wages, and rest period premium wages. Further, Defendants did not pay Plaintiffs, the Class,
25 and the Aggrieved Employees their final paychecks immediately upon termination.

26 25. Throughout the statutory period, Defendants failed to furnish Plaintiffs, the Class,
27 and the Aggrieved Employees with accurate, itemized wage statements showing all applicable
28 hourly rates, and all gross and net wages earned (including correct hours worked, correct

1 wages earned for hours worked, correct overtime hours worked, correct wages for meal
2 periods that were not provided in accordance with California law, correct wages for rest
3 periods that were not authorized and permitted to take in accordance with California law, and
4 Defendant's address). Further, the wage statements do not show Defendant's address as
5 required by California law. As a result of these violations of California Labor Code § 226(a),
6 the Plaintiffs, the Class, and the Aggrieved Employees suffered injury because, among other
7 things:

- 8 (a) the violations led them to believe that they were not entitled to be paid
9 minimum wages, overtime wages, prevailing wages, meal period premium
10 wages, and rest period premium wages to which they were entitled, even
11 though they were entitled;
- 12 (b) the violations led them to believe that they had been paid the minimum,
13 overtime, prevailing, meal period premium, and rest period premium
14 wages, even though they had not been;
- 15 (c) the violations led them to believe they were not entitled to be paid
16 minimum, overtime, prevailing, meal period premium, and rest period
17 premium wages at the correct California rate even though they were;
- 18 (d) the violations led them to believe they had been paid minimum, overtime,
19 prevailing, meal period premium, and rest period premium wages at the
20 correct California rate even though they had not been;
- 21 (e) the violations hindered them from determining the amounts of minimum,
22 overtime, prevailing, meal period premium, and rest period premium owed
23 to them;
- 24 (f) in connection with their employment before and during this action, and in
25 connection with prosecuting this action, the violations caused them to have
26 to perform mathematical computations to determine the amounts of wages
27 owed to them, computations they would not have to make if the wage
28 statements contained the required accurate information;

- 1 (g) by understating the wages truly due them, the violations caused them to
2 lose entitlement and/or accrual of the full amount of Social Security,
3 disability, unemployment, and other governmental benefits;
4 (h) the wage statements inaccurately understated the wages, hours, and wages
5 rates to which Plaintiffs, the Class, and the Aggrieved Employees were
6 entitled, and Plaintiffs, the Class, and the Aggrieved Employees were paid
7 less than the wages and wage rates to which they were entitled.

8 Thus, Plaintiffs, the Class, and the Aggrieved Employees are owed the amounts provided for in
9 California Labor Code § 226(e), including actual damages.

10 **CLASS ACTION ALLEGATIONS**

11 26. Plaintiffs bring certain claims individually, as well as on behalf of each and all
12 other persons similarly situated, and thus, seek class certification under California Code of
13 Civil Procedure § 382.

14 27. All claims alleged herein arise under California law for which Plaintiffs seeks relief
15 authorized by California law.

16 28. The proposed Class consists of and is defined as:

17 All persons who worked for any Defendant in California as an hourly, non-
18 exempt employee at any time during the period beginning four years before the
19 filing of the initial complaint in this action and ending when notice to the Class
is sent.¹

20 29. At all material times, Plaintiffs were members of the Class.

21 30. Plaintiffs undertake this concerted activity to improve the wages and working
22 conditions of all Class Members.

23 31. There is a well-defined community of interest in the litigation and the Class is
24 readily ascertainable:

- 25 (a) Numerosity: The members of the Class (and each subclass, if any) are so
26

27 ¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency
28 Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes
of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

1 numerous that joinder of all members would be unfeasible and impractical.
2 The membership of the entire Class is unknown to Plaintiffs at this time,
3 however, the Class is estimated to be greater than 100 individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' records.

6 (b) Typicality: Plaintiffs is qualified to, and will, fairly and adequately protect
7 the interests of each Class Member with whom there is a shared, well-
8 defined community of interest, and Plaintiffs' claims (or defenses, if any)
9 are typical of all Class Members' claims as demonstrated herein.

10 (c) Adequacy: Plaintiffs is qualified to, and will, fairly and adequately protect
11 the interests of each Class Member with whom there is a shared, well-
12 defined community of interest and typicality of claims, as demonstrated
13 herein. Plaintiffs have no conflicts with or interests antagonistic to any
14 Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed
15 in the rules governing class action discovery, certification, and settlement.
16 Plaintiffs has incurred, and throughout the duration of this action, will
17 continue to incur costs and attorneys' fees that have been, are, and will be
18 necessarily expended for the prosecution of this action for the substantial
19 benefit of each class member.

20 (d) Superiority: A Class Action is superior to other available methods for the
21 fair and efficient adjudication of the controversy, including consideration
22 of:

- 23 1) The interests of the members of the Class in individually
- 24 controlling the prosecution or defense of separate actions;
- 25 2) The extent and nature of any litigation concerning the controversy
- 26 already commenced by or against members of the Class;
- 27 3) The desirability or undesirability of concentrating the litigation of
- 28 the claims in the particular forum; and

4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

32. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses;
- (g) Failed to pay Class Members all and full prevailing wages; and

- 1 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
2 result of their illegal conduct as described above.

3 33. This Court should permit this action to be maintained as a class action pursuant to
4 California Code of Civil Procedure § 382 because:

- 5 (a) The questions of law and fact common to the Class predominate over any
6 question affecting only individual members;
- 7 (b) A class action is superior to any other available method for the fair and
8 efficient adjudication of the claims of the members of the Class;
- 9 (c) The members of the Class are so numerous that it is impractical to bring all
10 members of the class before the Court;
- 11 (d) Plaintiffs, and the other members of the Class, will not be able to obtain
12 effective and economic legal redress unless the action is maintained as a
13 class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and
15 equitable relief for the statutory violations, and in obtaining adequate
16 compensation for the damages and injuries for which Defendants are
17 responsible in an amount sufficient to adequately compensate the members
18 of the Class for the injuries sustained;
- 19 (f) Without class certification, the prosecution of separate actions by
20 individual members of the class would create a risk of:
- 21 1) Inconsistent or varying adjudications with respect to individual
22 members of the Class which would establish incompatible standards
23 of conduct for Defendants; and/or
- 24 2) Adjudications with respect to the individual members which would,
25 as a practical matter, be dispositive of the interests of other
26 members not parties to the adjudications, or would substantially
27 impair or impede their ability to protect their interests, including but
28 not limited to the potential for exhausting the funds available from

1 those parties who are, or may be, responsible Defendants; and,
2 (g) Defendants have acted or refused to act on grounds generally applicable to
3 the Class, thereby making final injunctive relief appropriate with respect to
4 the class as a whole.

5 34. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
6 the Class that would set forth the subject and nature of the instant action. The Defendants'
7 own business records may be utilized for assistance in the preparation and issuance of the
8 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
9 contemplate the use of additional techniques and forms commonly used in class actions, such
10 as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or
11 by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

12 **FIRST CAUSE OF ACTION**

13 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

14 35. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 25 in this Complaint.

16 36. "Hours worked" is the time during which an employee is subject to the control of
17 an employer, and includes all the time the employee is suffered or permitted to work, whether
18 or not required to do so.

19 37. At all relevant times herein mentioned, Defendants knowingly failed to pay to
20 Plaintiffs and the Class compensation for all hours they worked. By their failure to pay
21 compensation for each hour worked as alleged above, Defendants willfully violated the
22 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
23 Orders, which require such compensation to non-exempt employees.

24 38. Accordingly, Plaintiffs and the Class are entitled to recover minimum wages for all
25 non-overtime hours worked for Defendants.

26 39. By and through the conduct described above, Plaintiffs and the Class have been
27 deprived of their rights to be paid wages earned by virtue of their employment with
28 Defendants.

1 40. By virtue of the Defendants' unlawful failure to pay additional compensation to
2 Plaintiffs and the Class for their non-overtime hours worked without pay, Plaintiffs and the
3 Class suffered, and will continue to suffer, damages in amounts which are presently unknown
4 to Plaintiffs and the Class, but which exceed the jurisdictional minimum of this Court, and
5 which will be ascertained according to proof at trial.

6 41. By failing to keep adequate time records required by California Labor Code §
7 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
8 compensation due Plaintiffs and the Class.

9 42. Pursuant to California Labor Code section 1194.2, Plaintiffs and the Class are
10 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
11 minimum wages.

12 43. California Labor Code section 204 requires employers to provide employees with
13 all wages due and payable twice a month. Throughout the statute of limitations period
14 applicable to this cause of action, Plaintiffs and the Class were entitled to be paid twice a
15 month at rates required by law, including minimum wages. However, during all such times,
16 Defendants systematically failed and refused to pay Plaintiffs and the Class all such wages
17 due, and failed to pay those wages twice a month.

18 44. Plaintiffs and the Class are also entitled to seek recovery of all unpaid minimum
19 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
20 218.5, 218.6, and 1194(a).

21 **SECOND CAUSE OF ACTION**

22 **(Against all Defendants for Failure to Pay Overtime Wages)**

23 45. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
24 paragraphs 1 through 25 in this Complaint.

25 46. California Labor Code § 510 provides that employees in California shall not be
26 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
27 they receive additional compensation beyond their regular wages in amounts specified by law.

28 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall

1 not be employed more than eight hours in any workday unless they receive additional
2 compensation beyond their regular wages in amounts specified by law. Additionally,
3 California Labor Code § 1198 states that the employment of an employee for longer hours
4 than those fixed by the Industrial Welfare Commission is unlawful.

5 48. At all times relevant hereto, Plaintiffs and the Class have worked more than eight
6 hours in a workday, as employees of Defendants.

7 49. At all times relevant hereto, Defendants failed to pay Plaintiffs and the Class
8 overtime compensation for the hours they have worked in excess of the maximum hours
9 permissible by law as required by California Labor Code § 510 and 1198. Plaintiffs and the
10 Class are regularly required to work overtime hours.

11 50. By virtue of Defendants' unlawful failure to pay additional premium rate
12 compensation to the Plaintiffs and the Class for their overtime hours worked, Plaintiffs and the
13 Class have suffered, and will continue to suffer, damages in amounts which are presently
14 unknown to them but which exceed the jurisdictional minimum of this Court and which will
15 be ascertained according to proof at trial.

16 51. By failing to keep adequate time records required by Labor Code § 1174(d),
17 Defendants have made it difficult to calculate the full extent of overtime compensation due to
18 Plaintiffs and the Class.

19 52. Plaintiffs and the Class also request recovery of overtime compensation according
20 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as
21 well as the assessment of any statutory penalties against Defendants, in a sum as provided by
22 the California Labor Code and/or other statutes.

23 53. California Labor Code § 204 requires employers to provide employees with all
24 wages due and payable twice a month. The Wage Orders also provide that every employer
25 shall pay to each employee, on the established payday for the period involved, overtime wages
26 for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs
27 and the Class with all compensation due, in violation of California Labor Code § 204.

1 **THIRD CAUSE OF ACTION**

2 **(Against All Defendants for Failure to Provide Meal Periods)**

3 54. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
4 paragraphs 1 through 25 in this Complaint.

5 55. Under California law, Defendants have an affirmative obligation to relieve the
6 Plaintiffs and the Class of all duty in order to take their first daily meal periods no later than
7 the start of Plaintiffs and the Class's sixth hour of work in a workday, and to take their second
8 meal periods no later than the start of the eleventh hour of work in the workday. Section 512
9 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an
10 employer provide unpaid meal periods of at least 30 minutes for each five-hour period
11 worked. It is a violation of Section 226.7 of the California Labor Code for an employer to
12 require any employee to work during any meal period mandated under any Wage Order.

13 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs
14 and the Class with both meal periods as required by California law. By their failure to permit
15 and authorize Plaintiffs and the Class to take all meal periods as alleged above (or due to the
16 fact that Defendants made it impossible or impracticable to take these uninterrupted meal
17 periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor
18 Code and the applicable Wage Orders.

19 57. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
20 additional wages for each workday he or she was not provided with all required meal
21 period(s), plus interest thereon.

22 **FOURTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

24 58. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
25 paragraphs 1 through 25 in this Complaint.

26 59. Defendants are required by California law to authorize and permit breaks of 10
27 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more
28 than two hours). Section 512 of the California Labor Code, the applicable Wage Orders

1 require that the employer permit and authorize all employees to take paid rest periods of 10
2 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time
3 is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to
4 authorize rest breaks as so required is itself a violation of California's rest break laws. It is a
5 violation of Section 226.7 of the California Labor Code for an employer to require any
6 employee to work during any rest period mandated under any Wage Order.

7 60. Despite these legal requirements, Defendants failed to authorize Plaintiffs and the
8 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
9 workday. By their failure to permit and authorize Plaintiffs and the Class to take rest periods
10 as alleged above (or due to the fact that Defendants made it impossible or impracticable to
11 take these uninterrupted rest periods), Defendants willfully violated the provisions of Section
12 226.7 of the California Labor Code and the applicable Wage Orders.

13 61. Under California law, Plaintiffs and the Class are entitled to be paid one hour of
14 premium wages rate for each workday he or she was not provided with all required rest
15 break(s), plus interest thereon.

16 **FIFTH CAUSE OF ACTION**

17 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

18 62. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
19 paragraphs 1 through 25 in this Complaint.

20 63. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
21 failing to pay and indemnify the Plaintiffs and the Class for their necessary expenditures and
22 losses incurred in direct consequence of the discharge of their duties or of their obedience to
23 directions of Defendants.

24 64. As a result, Plaintiffs and the Class were damaged at least in the amounts of the
25 expenses they paid, or which were deducted by Defendants from their wages.

26 65. Plaintiffs and the class they represent are entitled to attorney's fees, expenses, and
27 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code
28 section 2802(b).

1 **SIXTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**
3 **Penalties)**

4 66. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
5 paragraphs 1 through 25 in this Complaint.

6 67. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
7 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
8 due and payable immediately, and that if an employee voluntarily leaves his or her
9 employment, his or her wages shall become due and payable not later than seventy-two (72)
10 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
11 or her intention to quit, in which case the employee is entitled to his or her wages at the time
12 of quitting.

13 68. Within the applicable statute of limitations, the employment of Plaintiffs and many
14 other members of the Class ended, i.e. was terminated by quitting or discharge, and the
15 employment of others will be. However, during the relevant time period, Defendants failed,
16 and continue to fail to pay terminated Class Members, without abatement, all wages required
17 to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or
18 within seventy-two (72) hours of their leaving Defendants' employ.

19 69. Defendants' failure to pay Plaintiffs and those Class members who are no longer
20 employed by Defendants their wages earned and unpaid at the time of discharge, or within
21 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
22 Labor Code §§ 201 and 202.

23 70. California Labor Code § 203 provides that if an employer willfully fails to pay
24 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
25 continue as a penalty wage from the due date, and at the same rate until paid or until an action
26 is commenced; but the wages shall not continue for more than thirty (30) days.

71. Plaintiffs and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

72. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and the Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SEVENTH CAUSE OF ACTION

(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

73. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

74. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if 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) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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.

75. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

76. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and the Class have suffered injury and damage to their statutorily-protected rights.

77. Specifically, Plaintiffs and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

78. Calculation of the true wage entitlement for Plaintiffs and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiffs and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

79. Plaintiffs and the Class are entitled to recover from Defendants their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a).

80. Plaintiffs and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Prevailing Wages)

81. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 25 in this Complaint.

82. Public works construction is regulated by the Department of Industrial Relations, Department of Labor Standards Research (“DLSR”) which, pursuant to Labor Code sections 1770, 1771, 1773, and 1773.1, determines the prevailing per diem wage, the appropriate job classification through “Scope of Work” and determines the rate of pay, including benefits, that shall be paid to certain crafts and trades of employees.

83. Defendants have provided services on public works construction projects as defined by California Labor Code section 1720.

84. Defendants engaged in a pattern and practice of intentionally and willfully failing

1 and/or refusing to pay its workers who worked on public works projects the prevailing wage
2 rate required by Labor Code section 1771.

3 85.

4 **NINTH CAUSE OF ACTION**

5 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
6 **et seq.)**

7 86. Plaintiffs incorporate by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 25 in this Complaint.

9 87. Defendants, and each of them, are “persons” as defined under California Business
10 & Professions Code § 17201.

11 88. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful, and harmful to Plaintiffs, other Class members, and to the general public. Plaintiffs
13 seeks to enforce important rights affecting the public interest within the meaning of Code of
14 Civil Procedure § 1021.5.

15 89. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business &
17 Professions Code §§ 17200, *et seq.*

18 90. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
19 predicated on the violation of any state or federal law. All of the acts described herein as
20 violations of, among other things, the California Labor Code, are unlawful and in violation of
21 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
22 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
23 California Business & Professions Code §§ 17200, *et seq.*

24 **Failure to Pay Minimum Wages**

25 91. Defendants’ failure to pay minimum wages, and other benefits in violation of the
26 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
27 Business & Professions Code §§ 17200, *et seq.*

28 **Failure to Pay Overtime Wages**

1 92. Defendants' failure to pay overtime compensation and other benefits in violation of
2 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
3 prohibited by California Business & Professions Code §§ 17200, *et seq.*

4 **Failure to Maintain Accurate Records of All Hours Worked**

5 93. Defendants' failure to maintain accurate records of all hours worked in accordance
6 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
7 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Provide Meal Periods**

9 94. Defendants' failure to provide meal periods in accordance with California Labor
10 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
11 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Authorize and Permit Rest Periods**

13 95. Defendants' failure to authorize and permit rest periods in accordance with
14 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
15 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

16 **Failure to Indemnify Necessary Business Expenses**

17 96. Defendants' failure to indemnify employees for necessary business expenses in
18 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
19 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
20 17200, *et seq.*

21 **Failure to Pay Prevailing Wages**

22 97. Defendants' failure to pay all and full prevailing wages in accordance with
23 California Labor Code sections §§ 1770, *et seq.*, as alleged above, constitutes unlawful and/or
24 unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

25 **Failure to Provide Accurate Itemized Wage Statements**

26 98. Defendants' failure to provide accurate itemized wage statements in accordance
27 with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
28 prohibited by California Business & Professions Code §§ 17200, *et seq.*

1 99. By and through their unfair, unlawful and/or fraudulent business practices
2 described herein, the Defendants, have obtained valuable property, money and services from
3 Plaintiffs, and all persons similarly situated, and have deprived Plaintiffs, and all persons
4 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

5 100. Plaintiffs and the Class Members suffered monetary injury as a direct result of
6 Defendants' wrongful conduct.

7 101. Plaintiffs, individually, and on behalf of members of the putative Class, is entitled
8 to, and do, seek such relief as may be necessary to disgorge money and/or property which the
9 Defendants have wrongfully acquired, or of which Plaintiffs and the Class have been deprived,
10 by means of the above-described unfair, unlawful and/or fraudulent business practices.
11 Plaintiffs and the Class are not obligated to establish individual knowledge of the wrongful
12 practices of Defendants in order to recover restitution.

13 102. Plaintiffs, individually, and on behalf of members of the putative class, are further
14 entitled to and do seek a declaration that the above described business practices are unfair,
15 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
16 from engaging in any of the above-described unfair, unlawful and/or fraudulent business
17 practices in the future.

18 103. Plaintiffs, individually, and on behalf of members of the putative class, have no
19 plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members
20 suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business
21 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
22 above, Plaintiffs, individually, and on behalf of members of the putative Class, has suffered
23 and will continue to suffer irreparable harm unless the Defendants, and each of them, are
24 restrained from continuing to engage in said unfair, unlawful and/or fraudulent business
25 practices.

26 104. Plaintiffs also alleges that if Defendants are not enjoined from the conduct set
27 forth herein above, they will continue to avoid paying the appropriate taxes, insurance and
28 other withholdings.

105. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiffs and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et seq.)

106. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

107. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

108. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3."

109. Plaintiffs Alcaraz, Edgar Antonio Arechiga Montes, Guillermo Luna Chavez, and Omar Arechiga Montes ("PAGA Plaintiffs") have exhausted his administrative remedies pursuant to California Labor Code § 2699.3. On September 25, 2022, Plaintiffs Alcaraz gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Alcaraz and certain current and former aggrieved employees, including the facts and theories to support the violations, and September 30, 2022 Plaintiffs

1 Edgar Antonio Arechiga Montes, Guillermo Luna Chavez, and Omar Arechiga Montes also
2 submitted the same. The PAGA Plaintiffs also paid the filing fee. Plaintiff Alcaraz's PAGA
3 case number is LWDA-CM-910034-22 and Plaintiffs Edgar Antonio Arechiga Montes,
4 Guillermo Luna Chavez, and Omar Arechiga Montes PAGA case number is LWDA-CM-
5 911269-22

6 110. More than 65 days has elapsed since the PAGA Plaintiffs provided notice, but the
7 Labor and Workforce Development Agency has not indicated that it intends to investigate
8 Defendants' Labor Code violations discussed in the notice. Accordingly, the PAGA Plaintiffs
9 may commence a civil action to recover penalties under Labor Code § 2699 pursuant to §
10 2699.3 for the violations of the Labor Code described in this Complaint. These penalties
11 include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 558, and
12 2699(f)(2).

13 111. In addition, the PAGA Plaintiffs seek penalties for Defendants' violation of
14 California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person,
15 including any entity, employing labor who willfully fails to maintain accurate and complete
16 records required by California Labor Code § 1174 is subject to a penalty under § 1174.5.
17 Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records
18 showing when the employee begins and ends each work period. Meal periods, and total hours
19 worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order §
20 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable
21 rates of pay.

22 112. During the time period of employment for the PAGA Plaintiffs and the Aggrieved
23 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC
24 Orders by failing to maintain accurate records showing meal periods. Defendants' failure to
25 provide and maintain records required by the Labor Code IWC Wage Orders deprived the
26 PAGA Plaintiffs and the Aggrieved Employees the ability to know, understand and question
27 the accuracy and frequency of meal periods. Therefore, the PAGA Plaintiffs and the
28 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which

1 resulted in an unjustified economic enrichment to Defendants. As a direct result, the PAGA
2 Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial
3 losses related to the use and enjoyment of such wages, lost interest on such wages and
4 expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation
5 under state law, all to their respective damage in amounts according to proof at trial. Because
6 of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
7 Orders, the PAGA Plaintiffs and the Aggrieved Employees have also suffered an injury in that
8 they were prevented from knowing, understanding, and disputing the wage payments paid to
9 them.

10 113. Based on the conduct described in this Complaint, the PAGA Plaintiffs are entitled
11 to an award of civil penalties on behalf of themselves, the State of California, and similarly
12 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is
13 in an amount to be shown according to proof at trial. These penalties are in addition to all
14 other remedies permitted by law.

15 114. In addition, the PAGA Plaintiffs seek an award of reasonable attorney's fees and
16 costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who
17 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

18 **PRAYER FOR RELIEF**

19 Plaintiffs, individually, and on behalf of all others similarly situated only with respect to
20 the class claims, prays for relief and judgment against Defendants, jointly and severally, as
21 follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action with respect to the First, Second, Third,
24 Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;
- 25 2. That Plaintiffs be appointed as the representative of the Class; and
- 26 3. That counsel for Plaintiffs be appointed as Class Counsel.

27 **As to the First Cause of Action**

- 28 4. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
2 minimum wages due;

3 5. For general unpaid wages as may be appropriate;

4 6. For pre-judgment interest on any unpaid compensation commencing from the date
5 such amounts were due;

6 7. For liquidated damages;

7 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
8 California Labor Code § 1194(a); and,

9 9. For such other and further relief as the Court may deem equitable and appropriate.

10 As to the Second Cause of Action

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
13 overtime wages due;

14 11. For general unpaid wages at overtime wage rates as may be appropriate;

15 12. For pre-judgment interest on any unpaid overtime compensation commencing from
16 the date such amounts were due;

17 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
18 California Labor Code § 1194(a); and,

19 14. For such other and further relief as the Court may deem equitable and appropriate.

20 As to the Third Cause of Action

21 15. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

23 16. For unpaid meal period premium wages as may be appropriate;

24 17. For pre-judgment interest on any unpaid compensation commencing from the date
25 such amounts were due;

26 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
27 and for costs of suit incurred herein; and

28 19. For such other and further relief as the Court may deem equitable and appropriate.

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20. That the Court declare, adjudge and decree that Defendants violated California

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated Labor Code §

26. For general unpaid wages and reimbursement of business expenses as may be

27. For pre-judgment interest on any unpaid compensation commencing from the date

28. For reasonable attorneys' fees and for costs of suit incurred herein; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California

31. For statutory wage penalties pursuant to California Labor Code § 203 for former

32. For pre-judgment interest on any unpaid wages from the date such amounts were

33. For reasonable attorneys' fees and for costs of suit incurred herein; and

34. For such other and further relief as the Court may deem equitable and appropriate.

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36. For penalties and actual damages pursuant to California Labor Code § 226(e);
37. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);
38. For reasonable attorneys' fees and for costs of suit incurred herein; and
39. For such other and further relief as the Court may deem equitable and appropriate.

40. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 1770, *et seq.* by willfully failing to pay all and full prevailing wages;

46. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

47. For restitution of unpaid wages to Plaintiffs and all Class Members and prejudgment interest from the day such amounts were due and payable;

48. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

50. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

51. For such other and further relief as the Court may deem equitable and appropriate.

As to the Tenth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay all wages owed, including overtime, failure to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to pay final wages at termination, and failing to furnish accurate wage statements;

53. For all actual, consequential and incidental losses and damages, according to proof;

54. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;

55. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

56. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

57. For any additional relief that the Court deems just and proper.

1 Dated: June 19, 2024

Respectfully submitted,

2 MOON LAW GROUP, PC

3
4 By: 

Kane Moon
Enzo Nabiev
Sandy Pham
Attorneys for Plaintiffs

7 Dated: June 19, 2024

WILSHIRE LAW FIRM

8
9 By: /s/ Arsine Grigoryan

Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

11 *Attorneys for Plaintiffs*

12 **DEMAND FOR JURY TRIAL**

13 Plaintiffs demand a trial by jury as to all causes of action triable by jury.

15 Dated: June 19, 2024

MOON LAW GROUP, PC

16
17 By: 

Kane Moon
Enzo Nabiev
Sandy Pham
Attorneys for Plaintiffs

20 Dated: June 19, 2024

WILSHIRE LAW FIRM

21
22 By: /s/ Arsine Grigoryan

Justin F. Marquez
Arsiné Grigoryan
Dorota A. James

24 *Attorneys for Plaintiffs*

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On February 13, 2024, I served the foregoing document described as:

**CONSOLIDATED SECOND AMENDED CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT:**

X by placing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

Michael B. Adreani, Esq.
Trevor R. Witt, Esq.
**ROXBOROUGH, POMERANCE, NYE &
ADREANI, LLP**

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Attorneys for Plaintiffs Oscar Ramiro Ruiz Alcaraz, Edgar Antonio Arechiga Montes, Leopold Perez Castellanos, Guillermo Luna Chavez, and Omar Arechiga Montes

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

X (State) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 13, 2024 at Los Angeles, California.

Jessica Coronado

Name

Signature