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FILED
SUPERIOR COURT
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 11 2022

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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JESUS LOPEZ CAMACHO, an individual,
on behalf of himself and others similarly
situated, VICTOR ACEVADO, an individual,
on behalf of himself and other similarly
situated,

Plaintiffs,

vs.

ELECTUS CONSTRUCTION, INC., a
California Corporation, DAVID NAVARRO,
an individual, and DOES 1 TO 50,

Defendants.

CASE NO.: **CIV SB 2222867**

CLASS ACTION COMPLAINT FOR:

1. UNPAID WAGES AND OVERTIME
2. FAILURE TO PRODUCE
EMPLOYMENT RECORDS
3. FAILURE TO PROVIDE MEAL
PERIODS
4. FAILURE TO PROVIDE REST
PERIODS
5. FAILURE TO PROVIDE ACCURATE
WAGE STATEMENTS
6. FAILURE TO REIMBURSE
EMPLOYEE FOR NECESSARY
EXPENDITURES
7. WAITING TIME PENALTY FOR
NONPAYMENT OF WAGES
8. VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Plaintiffs Jesus Lopez Camacho and Victor Acevado, also known as Victor Godinez, referred to herein as "Plaintiffs", performed construction and drywall work as employees for Defendant Electus Construction, Inc. from approximately December 2021 through July 2022. Defendant David Navarro is the principal and responsible managing officer for Defendant Electus Construction, Inc. and individually responsible for the

1 damages, penalties, and fees alleged herein under applicable law. Defendants Electus
2 Construction, Inc., David Navarro, and Does 1 to 50 are referred to herein as
3 "Defendants".

4 2. Defendants engaged in gross violations of Plaintiffs' rights and the rights of
5 Defendants' other employees as detailed further below. Plaintiffs assert a First and
6 Second Cause of Action as individuals only. Plaintiffs' First Cause of Action seeks unpaid
7 wages and liquidated damages. Plaintiffs' Second Cause of Action seeks statutory
8 penalties and attorney's fees for Defendants' failure to produce records pertaining to their
9 employment in compliance with Labor Code section 226(f).

10 3. This is a Class Action pursuant to Code of Civil Procedure § 382. Plaintiffs
11 assert Causes of Action Three through Nine on Plaintiffs' behalf and on behalf of a
12 Proposed Class defined as follows:

13 All non-exempt employees who are employed or have been employed by
14 Defendant Electus Construction, Inc. in the State of California, who
15 worked one or more pay periods since four (4) years prior to the filing of
16 this action to the present plus any additional time during which the statutes
17 of limitation for the causes of action herein were tolled pursuant to
18 Emergency Rule 9 of the California Rules of Court, the "Emergency Rules
19 Related to COVID-19". ("Proposed Class").

20 4. Plaintiffs' Causes of Action Three through Nine, brought by Plaintiffs on
21 behalf of themselves and the Proposed Class, allege Defendants' failure to provide
22 compliant meal periods, failure to provide compliant rest periods, failure to reimburse for
23 necessary business expenses, waiting time penalties, and the violation of California's
24 Unfair Competition Law.

25 5. Any limitations period referenced in this complaint is extended pursuant to
26 Emergency Rule 9(a) Of the "Emergency Rules Related to COVID-19," Appendix I to the
27 California Rules Of Court, adopted effective April 6, 2020, Which provides that the
28 statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020
until October 1, 2020 ["Notwithstanding any other law, the statutes of limitations and
repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until

October 1, 2020"]. Any reference to the relevant time period or statute of limitations referenced in this complaint is extended into the past by the number of days in which this tolling was in effect.

PARTIES

6. Plaintiff Jesus Lopez Camacho is domiciled in San Bernardino County, California.

7. Plaintiff Victor Godinez, also known as Victor Acevado, is domiciled in Los Angeles County, California.

8. Plaintiffs and all Proposed Class members were regularly required to:

- a. Work without being provided compliant rest periods;
- b. Work without being provided compliant meal periods;
- c. Work without being reimbursed for necessary business-related expenses;
- d. Work without being provided accurate itemized wage statements.

9. Defendant Electus Construction, Inc. is a California Corporation with its principal place of business in San Bernardino County and, at all relevant times, was doing business in San Bernardino County, California as a licensed California Contractor. Defendant Electus Construction, Inc.'s contractor's license number is 1002165 and, at the time of the filing of this address, its business address is 9605 Arrow Rte., Unit D, Rancho Cucamonga, CA 91730.

10. Defendant David Navarro, an individual, was at all relevant times doing business in San Bernardino County, California, and was the responsible managing officer for Electus Construction, Inc. David Navarro's responsibilities at Electus Construction, Inc. included, but were not limited to, exercising supervision and control over Electus Construction, Inc.'s operations and its employees and employment practices.

11. Plaintiffs are ignorant of the true names and capacities of the defendants sued under the fictitious names of Does 1 through 50. Plaintiffs will amend this Complaint to show their true names and capacities when the same have been ascertained. Plaintiffs are informed and believe that each of the fictitiously named Doe Defendants is legally

1 responsible in some manner for the occurrences alleged and that Plaintiffs' injuries and
2 damages, as alleged, were proximately caused by these Doe Defendants' actions.

3 12. Plaintiffs are informed and believe and thereon allege that at all times
4 pertinent hereto, each Defendant was the agent and employee of each of its co-
5 Defendants, and in doing the things described herein, was acting within the course and
6 scope of his/her authority as such agent and employee, and each Defendant ratified and
7 approved the acts of his/her agents and employees. Defendants acted as Plaintiffs'
8 "employer" and are responsible for any and all damages claimed by Plaintiffs in this action
9 under Labor Code section 558.1.

10 **FACTUAL ALLEGATIONS**

11 13. Defendants hire employees who work on an hourly basis and are paid on
12 an hourly basis. On information and belief, Plaintiffs and the Proposed Class are covered
13 by California Industrial Welfare Commission ("IWC") Occupation Wage Order No. 16-
14 2001 (Title 8 Cal. Code of Regs. § 11160). Plaintiffs worked for Defendant Electus
15 Construction, Inc. from approximately December 2021 through July 2022, approximately
16 31-weeks. Mr. Camacho worked as a foreman and Mr. Acevado worked as a laborer.
17 Plaintiffs and the Proposed Class were and are classified as non-exempt employees by
18 Defendants at all times pertinent hereto.

19 14. Defendants failed to provide Plaintiffs and the Proposed Class members
20 with compliant rest periods of not less than ten (10) minutes per four (4) hour work period
21 or major fraction thereof. Plaintiffs and the Proposed Class have been required to work
22 four-hour increments (or major fractions thereof) without being provided with compliant
23 rest periods. Further, Plaintiffs and the Proposed Class were not compensated with one
24 (1) hour of wages at the regular rate of compensation for each missed rest period as
25 required. On information and belief, Defendants maintain a policy of only permitting one
26 rest period per day in violation of California law.

27 15. Defendants failed to provide Plaintiffs and the Proposed Class members
28 with compliant meal periods. Defendants failed to provided Plaintiffs and the Proposed
Class members with compliant meal periods within the first five hours of each workday.

1 When meal periods were provided, Plaintiffs and the Proposed Class members were
2 discouraged and prohibited from leaving the jobsite. Further, Plaintiffs and the Proposed
3 Class were not compensated with one (1) hour of wages at the regular rate of
4 compensation for each missed meal period as required by law.

5 16. Defendants failed to reimburse Plaintiffs and the Proposed Class the cost of
6 purchasing tools and equipment or for their mobile phones and mobile phone plans.
7 Plaintiffs and the Proposed Class were required to purchase and bring their own tools
8 and equipment necessary to the jobsite to complete the construction work that was the
9 core function of their job duties and Defendants' business operations. Defendants
10 required Plaintiffs and the Proposed Class to have their mobile phones on them at all
11 times during the workday and to have them running a time-keeping and tracking
12 application. Despite being required, these tools, equipment, and mobile phones, were not
13 provided by Defendants and Defendants failed to reimburse Plaintiffs and the Proposed
14 Class for the costs associated with using their tools, equipment, and mobile phones.

15 17. Defendants have failed to comply with IWC Wage Order 16-2001 and
16 Labor Code § 226(a) by failing to issue itemized wage statements that include statutorily
17 required information, including for example, the address of the legal entity, accrued sick
18 leave, and meal and rest premiums at the correct rate when meal and rest periods were
19 not provided as a result of the claims alleged herein.

20 18. Defendants willfully failed to pay wages and compensation when Plaintiffs
21 and all Proposed Class members quit or were discharged including, for example, unpaid
22 but owed meal and rest period premiums. *Naranjo v. Spectrum Security Services, Inc.*
23 (2022) 13 Cal. 5th 93.

24 **CLASS ACTION ALLEGATIONS**

25 19. Plaintiffs bring this action on behalf of themselves and all others similarly
26 situated as a Class Action pursuant to § 382 of the California Code of Civil Procedure.
27 Plaintiffs seek to represent a class composed of and defined as follows:

28 All non-exempt employees who are employed or have been
employed by Defendant Electus Construction, Inc., in the State of

1 California who worked one or more pay periods since four (4) years
2 prior to the filing of this action to the present plus any additional
3 time during which the statutes of limitation for the causes of action
4 herein were tolled pursuant to Emergency Rule 9 of the California
5 Rules of Court, the “Emergency Rules Related to COVID-19”.
6 (“Proposed Class”).

7 20. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of
8 Court to amend or modify the class description with greater specificity, by division into
9 subclasses, or by limitation to particular issue.

10 21. This action has been brought and may properly be maintained as a class
11 action under the provisions of § 382 of the Code of Civil Procedure because there is a
12 well-defined community of interest in the litigation and the Proposed Class is easily
13 ascertainable.

14 22. Numerosity: The members of the Classes are so numerous that joinder of
15 all members would be unfeasible and not practicable. The membership of the Proposed
16 Class is unknown to Plaintiffs at this time; however, it is estimated that the Class number
17 is greater than one hundred (100) individuals. The identity of such membership is readily
18 ascertainable via inspection of Defendants' employment records.

19 23. Commonality: There are questions of fact and law common to the Proposed
20 Class that predominate over any questions affecting only individual Proposed Class
21 members. These common questions include, without limitation:

- 22 a. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order
23 16-2001 or other applicable IWC Wage Orders by failing to provide
24 required rest periods throughout the term of employment and/or failing
25 to compensate said employees one (1) hour of wages at their regular
26 rate of compensation in lieu of rest periods;
- 27 b. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order
28 16-2001 or other applicable IWC Wage Orders by failing to provide
required meal periods throughout the term of employment and/or failing

1 to compensate said employees one (1) hour of wages at their regular
2 rate of compensation in lieu of meal periods;

- 3 c. Whether Defendants violated Labor Code § 2802 by failing to reimburse
4 Plaintiffs and the Proposed Class out of pocket expenses;
- 5 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 16-
6 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title
7 8, Section 11160 by failing to provide accurate itemized wage
8 statements to Plaintiffs and the members of the Proposed Class;
- 9 e. Whether Defendants violated §§ 201-203 of the Labor Code by failing to
10 pay compensation due and owing at the time that any Proposed Class
11 member's employment With Defendants terminated;
- 12 f. Whether Defendants violated § 17200, et seq. of the Business &
13 Professions Code by engaging in the acts previously alleged; and,
- 14 g. Whether Plaintiffs and the members of the Proposed Class are entitled
15 to equitable relief pursuant to Business & Professions Code § 17200, et
16 seq.

17 24. Typicality: Plaintiffs' claims are typical of the claims of the Proposed Class.
18 Plaintiffs and all members of the Proposed Class sustained injuries and damages arising
19 out of and caused by Defendants' common course of conduct in violation of the laws,
20 regulations that have the force and effect of law, and statutes as alleged herein.

21 25. Adequacy of Representation: Plaintiffs will fairly and adequately represent
22 the interests of the Classes and have no interests adverse to or in conflict with other
23 Class members. Plaintiffs are represented by attorneys who have class action experience
24 in wage and hour and class action law and are committed to vigorously prosecuting this
25 action on behalf of the members of the Classes.

26 26. Superiority: A class action is superior to other available means for the fair
27 and efficient adjudication of this controversy. Individual joinder of all Proposed Class
28 members is not practicable, and questions of law and fact common to the Proposed

1 Class predominate over any questions affecting only individual members of the Proposed
2 Class. Each member of the Proposed Class has been damaged and is entitled to
3 recovery by reason of Defendant's illegal policy and/or practice of failing to provide rest
4 periods, failing to reimburse business-related expenses, failing to provide accurate
5 itemized wage statements, and failing to pay all wages upon resignation or termination

6 **PAGA ALLEGATIONS**

7 27. On or around the date of the filing of this Complaint, Plaintiffs filed a claim
8 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
9 provided a copy by certified mail to Defendant. The LWDA has 60 calendar days to
10 respond and, if it does not do so, Plaintiffs will have exhausted Plaintiffs' administrative
11 remedies and, pursuant to Labor Code section 2699.2, will be permitted to pursue
12 Plaintiffs' PAGA claims in this court. The period for the LWDA to respond to the has not
13 expired. If the LWDA does not respond within the applicable statutory period, Plaintiffs
14 will amend this Complaint to add a cause of action under PAGA.

15 **FIRST CAUSE OF ACTION**
16 **UNPAID REGULAR WAGES AND OVERTIME**
(Plaintiffs as Individuals Against All Defendants)

17 28. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
18 if they were re-alleged and set forth herein.

19 29. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199,
20 and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an
21 employee to work without paying wages for all hours worked. "Hours worked" is defined
22 to include the time an employee is suffered or permitted to work, whether or not required
23 to do so. At all relevant times, Defendants have failed to pay Plaintiffs for all hours
24 worked and/or have regularly and consistently maintained policies and practices of
25 refusing to pay Plaintiffs for all hours worked.

26 30. Plaintiffs' work schedules were from 5:00 a.m. to 1:30 p.m. Plaintiffs
27 regularly worked before and after their shifts and regularly recorded these hours through
28 the time-tracking software that Defendants required Plaintiffs to maintain on their mobile

1 phones. When this occurred, Defendants unlawfully modified and edited Plaintiffs' time-
2 entries to reflect a start time of 5:00 a.m. and an end time of 1:30 p.m. and failed and
3 refused to pay Defendants for the actual hours worked.

4 31. Plaintiffs were required to transport tools and equipment to and from the
5 jobsites where they performed their work for Defendants. The nature and number of tools
6 and equipment precluded Plaintiffs from engaging in other activities and constituted such
7 a degree of control by Defendants over Plaintiffs that Defendants were required to
8 compensate Plaintiffs for their travel time to and from their jobsite. Defendants have failed
9 and refused to compensate Plaintiffs for their travel time to and from their jobsites.

10 32. Defendants prohibited Plaintiffs from leaving the jobsite during their meal
11 periods and, as a result, Defendants were required to compensate Plaintiffs for the meal
12 periods as working time. Defendants have failed and refused to compensate Plaintiffs for
13 such meal periods and, instead, automatically deducted time from their daily hours for
14 such meal periods.

15 33. Plaintiffs should have received regular wages according to the hours
16 worked during Plaintiffs' employment. Defendants owe Plaintiffs regular wages and have
17 failed and refused, and continue to fail and refuse, to pay Plaintiffs the amounts owed as
18 regular wages. Plaintiffs were entitled to overtime compensation for all overtime hours
19 worked during Plaintiffs' employment. During Plaintiffs' employment, Defendants failed to
20 pay Plaintiffs for all hours worked, including Plaintiffs' overtime hours, and Plaintiffs are
21 therefore entitled to the amounts owed as overtime wages.

22 34. Plaintiffs are entitled to liquidated damages under Labor Code section
23 1194.2(a) and, separately, liquidated damages under The Fair Labor Standards Act
24 ("FLSA"), See 29 U.S.C. 216(b). To the extent Plaintiffs do not recover liquidated
25 damages under both provisions, or are not entitled to recover liquidated damages under
26 both provisions, Plaintiffs seeks the greater award of liquidated damages.

27 35. As a direct and proximate result of Defendants' conduct, as set forth herein,
28 Plaintiffs have sustained damages and been deprived of wages and overtime
compensation that are owed in amounts to be proven at trial. Plaintiffs are entitled to

1 recovery of such amounts, plus interest, liquidated damages, and attorneys' fees and
2 costs.

3 **SECOND CAUSE OF ACTION**
4 **FAILURE TO PRODUCE EMPLOYMENT RECORDS**
5 **(Plaintiffs as Individuals Against Defendant Electus Construction, Inc.)**

6 36. Plaintiffs incorporate by reference all other paragraphs of this Complaint as
7 if they were re-alleged and set forth herein.

8 37. On September 9, 2022, Plaintiffs made a written demand to Defendant
9 Electus Construction, Inc. by overnight mail and regular mail for their payroll records
10 pursuant to Labor Code section 226(c). The demand stated, in relevant part, as follows:
11 "Labor Code section 226 requires you to produce the Claimant's payroll records for the
12 past three years 'as soon as is practicable' but no later than twenty-one (21) calendar
13 days from the date of this letter." Defendants' attorneys confirmed that Defendant Electus
14 Construction, Inc. received Plaintiffs' written demand.

15 38. Defendant Electus Construction, Inc. has failed and refused to produce any
16 records in response to the demand and over twenty-one days have passed since
17 Plaintiffs made the demand. Labor Code section 226(f) provides as follows: "A failure by
18 an employer to permit a current or former employee to inspect or copy records within the
19 time set forth in subdivision (c) entitles the current or former employee or the Labor
20 Commissioner to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer."

21 39. Plaintiffs bring this cause of action to seek, separately, a \$750 penalty
22 against Defendant Electus Construction, Inc., for injunctive relief to ensure compliance
23 with this section pursuant to Labor Code section 226(h), and for an award of costs and
24 reasonable attorney's fees.

25 **THIRD CAUSE OF ACTION**
26 **FAILURE TO PROVIDE MEAL PERIODS**
27 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All**
28 **Defendants)**

40. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
reference all other paragraphs of this Complaint as if they were re-alleged and set forth

1 herein.

2 41. California Labor Code § 512 provides, in pertinent part, as follows: "An
3 employer may not employ an employee for a work period of more than five hours per day
4 without providing the employee with a meal period of not less than 30 minutes except that
5 if the total work period per day of the employee is no more than six hours, the meal
6 period may be waived by mutual consent of both the employer and the employee".

7 42. Defendants failed to provide Plaintiffs and the Proposed Class members
8 with compliant meal periods. Defendants failed to provided Plaintiffs and the Proposed
9 Class members with compliant meal periods within the first five hours of each workday.
10 When meal periods were provided, Plaintiffs and the Proposed Class members were
11 discouraged and prohibited from leaving the jobsite. Further, Plaintiffs and the Proposed
12 Class were not compensated with one (1) hour of wages at the regular rate of
13 compensation for each missed/untimely meal period as required

14 43. Plaintiffs and the Proposed Class are entitled to damages in an amount
15 equal to one (1) hour of wages at the regular rate of compensation per missed or delayed
16 meal period per day in a sum to be proven at trial.

17 **FOURTH CAUSE OF ACTION**
18 **FAILURE TO PROVIDE REST PERIODS**
19 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All**
20 **Defendants)**

21 44. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
22 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
23 herein.

24 45. The applicable IWC Wage Order authorizes and requires employees to take
25 paid rest periods based on the total hours worked daily at the rate often minutes rest per
26 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
27 shall require an employee to work during any . . . rest period mandated by an applicable
28 order of the Industrial Welfare Commission."

46. Defendants failed to provide Plaintiffs and the Proposed Class members
with compliant rest periods of not less than ten (10) minutes per four (4) hour work period

1 or major fraction thereof. Plaintiffs and the Proposed Class have been required to work
2 four-hour increments (or major fractions thereof) without being provided with compliant
3 rest periods. Further, Plaintiffs and the Proposed Class were not compensated with one
4 (1) hour of wages at the regular rate of compensation for each missed rest period as
5 required. On information and belief, Defendants maintain a policy of only permitting one
6 rest period per day in violation of California law.

7 47. Plaintiffs and the Proposed Class are entitled to damages in an amount
8 equal to one (1) hour of wages at the regular rate of compensation per missed or delayed
9 rest period per day in a sum to be proven at trial.

10 **FIFTH CAUSE OF ACTION**
11 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
12 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All Defendants)**

13 48. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
14 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
15 herein.

16 49. Defendants knowingly and intentionally failed to provide timely, accurate,
17 itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable
18 IWC Wage Order to Plaintiffs and the Proposed Class. Such failure caused injury to
19 Plaintiffs and the Proposed Class by, among other things, impeding Plaintiffs and the
20 Proposed Class from knowing the amount of wages to which Plaintiffs and the Proposed
21 Class are and were legally entitled. At all times relevant herein, Defendants have failed to
22 maintain records showing the address of the legal entity and meal and rest premiums at
23 the correct rate when meal and rest periods were not provided.

24 50. Prior to the completion of discovery, and to the best of Plaintiffs' knowledge
25 at the time of filing this Complaint, Plaintiffs' good faith estimate of the number of pay
26 periods in which Defendants have failed to provide accurate itemized wage statements to
27 Plaintiffs and the Proposed Class in each and every pay period. Plaintiffs and the
28 Proposed Class are entitled to damages in the amount provided under Cal. Lab. Code
§226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay

1 period in which a violation occurred and one hundred dollars (\$100) for each violation in a
2 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars
3 (\$4,000) and are entitled to an award of costs and reasonable attorney's fees.

4 **SIXTH CAUSE OF ACTION**
5 **FAILURE TO REIMBURSE EMPLOYEE FOR NECESSARY EXPENDITURES OR**
6 **LOSSES**
7 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All**
8 **Defendants)**

9 51. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
10 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
11 herein.

12 52. Plaintiffs and the Proposed Class incurred expenditures and/or losses as a
13 direct consequence of discharging Plaintiffs and the Proposed Class members' job duties
14 and/or obeying the directions of Defendants. The expenditures and losses that Plaintiffs
15 and the Proposed Class members incurred were necessary and reasonable.

16 53. Defendants failed to reimburse Plaintiffs and the Proposed Class members
17 for the full amount of the expenditures and/or losses as required by law, including Labor
18 Code section 2802(a), and Plaintiffs and the Proposed Class members have suffered
19 damages as a result.

20 **SEVENTH CAUSE OF ACTION**
21 **WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES**
22 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All**
23 **Defendants)**

24 54. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
25 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
26 herein.

27 55. Numerous members of the Proposed Class including the Plaintiffs are no
28 longer employed by Defendants. Defendants either fired them or they quit their
employment with Defendants.

56. Defendants willfully failed to pay wages when Plaintiffs and all Proposed
Class members quit or were discharged including, for example, unpaid but owed meal

1 and rest period premiums. *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal. 5th
2 93. Plaintiffs and the Proposed Class are entitled to penalties under Labor Code § 203,
3 which provides that an employee's wages shall continue as a penalty until paid for a
4 period of up to thirty (30) days from the time they were due.

5 57. Plaintiffs and the Proposed Class are entitled to a penalty in the amount of
6 Plaintiffs' and the Proposed Class members' daily wage multiplied by thirty (30) days.

7 **EIGHTH CAUSE OF ACTION**
8 **VIOLATION OF CALIFORNIA'S UNFAIR COMPETITION LAW**
9 **(Plaintiffs on Behalf of the Themselves and the Proposed Class against All**
10 **Defendants)**

11 58. Plaintiffs, on behalf of themselves and the Proposed Class, incorporate by
12 reference all other paragraphs of this Complaint as if they were re-alleged and set forth
13 herein.

14 59. Defendants' violations of the Labor Code and other laws and regulations as
15 alleged by this Complaint, including Defendants' failure to provide meal and rest breaks
16 to Plaintiffs and the Proposed Class, and other wrongful, tortious and illegal acts and
17 omissions, all constitute unfair business practices in violation of the Unfair Competition
18 Law, Business and Professions Code § 17200 et seq.

19 60. As a result of Defendants' unfair business practices, Defendants have
20 reaped unfair benefits and illegal profits at the expense of Plaintiffs and the Proposed
21 Class, and members of the public. Defendants' utilization of such unfair business
22 practices constitutes unfair competition and provides an unfair advantage over
23 Defendants' competition. Defendants should be made to disgorge the ill-gotten gains
24 and restore such monies to Plaintiffs and the Proposed Class.

25 61. Unless restrained, Defendants will continue to engage in the unlawful
26 conduct as alleged above. Pursuant to the Unfair Competition Law, this court should
27 make orders or judgments, including the appointment of a receiver, as may be necessary
28 to prevent the use or employment by Defendants, its agents, or employees, of any
unlawful or deceptive practice prohibited by law.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

For the First and Second Causes of Action (the “Individual Claims”):

1. For compensatory damages, including but not limited to unpaid regular and overtime wages, in an amount to be proven at trial;
2. For liquidated damages as provided by law, including but not limited to, under the Fair Labor Standards Act (“FLSA”);
3. For statutory damages and penalties in the amount of \$750 per Plaintiff;
4. For temporary, preliminary, and permanent injunctive relief requiring the production of employment records pursuant to Labor Code section 226;
5. Attorney’s fees and costs of suit;
6. Pre-judgment interest on any damages or other amounts deemed payable;
7. Other or further relief as the Court deems just and proper;

For all Other Causes of Action (the “Class Claims”):

1. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class Members’ hourly wage at the appropriate regular rate of compensation for each rest period that Defendants failed to provide from at least four (4) years prior to the filing of this action to the present, in accordance with proof at the time of trial;
2. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class members’ hourly wage at the appropriate regular rate of compensation for each meal period that Defendants failed to provide from at least four (4) years prior to the filing of this action to the present, in accordance with proof at the time of trial;
3. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class members’ unreimbursed out of pocket expenses as a requirement of employment;
4. For penalties pursuant to Labor Code §226(6) for violation of Labor Code §

1 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a
2 violation occurs and one hundred dollars (\$100) per employee for each
3 violation in a subsequent pay period, not exceeding an aggregate penalty of
4 four thousand dollars (\$4,000);

- 5 5. For penalties pursuant to Labor Code § 203 for Plaintiffs and each Proposed
6 Class member who was terminated or resigned equal to their daily wage times
7 thirty (30) days;
- 8 6. Pre-judgment interest on any damages or other amounts deemed payable;
- 9 7. For temporary, preliminary, and permanent injunctive relief enjoining
10 Defendants from unlawfully depriving Plaintiffs and Proposed Class members
11 from proper rest periods, meal periods, reimbursement of expenses, accurate
12 and itemized wage statements, and wages upon termination/resignation in
13 accordance with the law;
- 14 8. For restitution for unfair competition pursuant to Business and Professions
15 Code section 17200, *et seq.*, including disgorgement of profits, in an amount as
16 may be determined;
- 17 9. Attorney's fees and costs of suit;
- 18 10. Other or further relief as the Court deems just and proper.

19 Dated: October 10, 2022

RAGGHIANTI FREITAS LLP

21 By: 

22 Matthew A. Haulk, Esq.
23 Jose M. Herrera, Esq.
24 Attorneys for Plaintiff
25 Jesus Lopez Camacho and
26 Victor Acevado
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