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Superior Court of California,  
County of Monterey  
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10 **SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF MONTEREY**

12 JOSE BARTENAS ALVARADO,

13 Plaintiff,

14 v.

15 GREENLIGHT DRYWALL, INC.; and  
16 DOES 1 through 50, inclusive,

17 Defendants.

Case No. 23CV001526

**INDIVIDUAL AND REPRESENTATIVE  
ACTION**

**COMPLAINT FOR DAMAGES, CIVIL  
PENALTIES AND FOR INJUNCTIVE  
RELIEF**

**DEMAND FOR JURY**

18 Plaintiff Jose Bartenas Alvarez, complains and alleges against the above-captioned  
19 Defendants as follows:

20 1. Plaintiff Jose Bartenas Alvarez ("Plaintiff") is a competent adult who is, and at  
21 all times mentioned in this complaint has been, a resident of Monterey County, California.  
22 Plaintiff was employed by Defendants from approximately December 2017, through  
23 approximately May 4, 2022,<sup>1</sup> pursuant to an unwritten contract, some of the terms of which  
24 were the product of an oral agreement, with other terms implied from or incorporated from  
25 written materials and policies maintained by Defendants and from the conduct of the parties.  
26 The terms of this contract included working as a non-exempt employee, and at all times as an  
27 employee not exempted from the California Labor Code. Plaintiff is, and at all relevant times  
28 was, an individual as defined in Business and Professions Code §§ 17201 and 17204.

2. Defendant GREENLIGHT DRYWALL, INC. ("GREENLIGHT") is, and at all

<sup>1</sup> The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020 pursuant to California Rules of Court, Appendix I, Emergency Rule No. 9.

1 times mentioned in this complaint has been, a corporation incorporated under the laws of the  
2 State of California and registered to do business in the State of California. Plaintiff is  
3 informed and believes and thereon alleges that GREENLIGHT is authorized to and does  
4 conduct business throughout the State of California, and has purposefully availed itself of the  
5 privileges and benefits of doing business in the State of California.

6 3. Plaintiff is ignorant of the true names, identities, capacities and relationships of  
7 the Defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these  
8 Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges,  
9 that each of these fictitiously named Defendants are responsible in some manner for the  
10 occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately  
11 caused by DOES 1 through 50. Plaintiff will amend this Complaint to allege the true names  
12 and capacities of said DOE Defendants when such information is ascertained. Each reference  
13 to "Defendants," and each reference to any particular Defendant herein, shall be construed to  
14 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a  
15 "DOE" Defendant, and each of them.

16 4. Plaintiff is informed and believes, and thereon alleges, that each of the  
17 Defendants herein was at all times relevant to this action the agent, employee, representative,  
18 partner, and/or joint venturer of the remaining Defendants, and each of them, and that each of  
19 the Defendants herein was at all times acting within the course and scope of that relationship.  
20 Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants  
21 herein consented to, ratified, and/or authorized the acts of each of the remaining Defendants  
22 herein. The conduct of each of the Defendants was at all times herein in accordance with and  
23 represents the official policy of Defendants. Additionally, at all times herein mentioned,  
24 Defendants, and each of them, aided and abetted the acts and omissions of each and all of the  
25 other Defendants, which proximately caused the damages herein alleged. Plaintiff is further  
26 informed and believes, and thereon alleges, that all of the Defendants jointly employed the  
27 Plaintiff herein and/or carried out a joint scheme, business plan and/or uniform policy, and the  
28 acts and omissions of each Defendant are legally attributable to the other Defendants such that

1 they are deemed a single integrated enterprise and agents of one another so that all Defendants  
2 are each jointly and severally liable for the acts and omissions hereinafter alleged.

3 5. Defendants GREENLIGHT and DOES 1 through 50 (collectively referred to  
4 herein as “Defendants”) are, and at all times herein were, “persons” as defined in California  
5 Business and Professions Code § 17201.

6 6. At all times herein, Defendants directly or indirectly, or through an agent or  
7 representative, exercised control over the wages, hours and/or working conditions of the  
8 Plaintiff, and directly or indirectly or through an agent or other person engaged, suffered, or  
9 permitted Plaintiff to work.

#### 10 **JURISDICTION AND VENUE**

11 7. This Court has jurisdiction over this action pursuant to Article VI, section 10 of  
12 the California Constitution. Plaintiff brings this Complaint for violations of California law  
13 occurring in the County of Monterey, including without limitation violations of the California  
14 Labor Code, Business and Professions Code, Civil Code and common law, and the amount in  
15 controversy exceeds the minimum jurisdictional amount of the Superior Court. Based on  
16 information and belief, Defendants have intentionally availed themselves of the benefits and  
17 privileges available within this State, economic or otherwise, so as to render the exercise of  
18 jurisdiction over them by the courts of the State of California consistent with traditional  
19 notations of fair play and substantial justice. Accordingly, this Court has jurisdiction over the  
20 parties and claims in this matter.

21 8. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial  
22 district because Defendants now, and all times relevant herein, transact business in the County  
23 of Monterey. The conduct alleged herein and the damages resulting therefrom occurred in the  
24 County of Monterey, and at all times herein Defendants maintained their principal place of  
25 business in the County of Monterey, California.

#### 26 **ADMINISTRATIVE PROCEEDINGS**

27 9. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on  
28 September 28, 2022, by electronic filing with the Labor and Workforce Development Agency,

1 and by certified mail to Defendant GREENLIGHT of factual and legal basis for the labor law  
2 violations alleged in this Complaint.

3 10. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable  
4 penalties for violations which the Labor and Workforce Development Agency has failed or  
5 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has  
6 exhausted all administrative remedies required by the Labor and Workforce Development  
7 Agency as a prerequisite to filing this action.

8 **GENERAL ALLEGATIONS**

9 11. Defendants now, and at all times did, own, operate and control a company that  
10 employs persons within the meaning of all applicable wage orders, including, but not limited  
11 to, IWC Wage Order No. 16-2001 (California Code of Regulations, title 8, section 11160)  
12 (“the Wage Order”).

13 12. At all times relevant herein, Plaintiff worked for Defendants without the  
14 provision of being compensated for all hours worked, without being paid overtime premium  
15 wages for all overtime hours worked, without being paid all wages on time, working without  
16 meal or rest breaks as required by law, without being compensated for missed meal and break  
17 breaks, without being paid the full payment of wages owed at the end of Plaintiff’s  
18 employment, and without having been provided with complete and accurate wage statements  
19 as required by law.

20 13. At all times relevant herein, Defendants maintained and enforced a uniform  
21 policy of requiring Plaintiff to work shifts of five hours or more within a single workday  
22 without providing a thirty (30) minute uninterrupted duty-free meal period within five (5)  
23 hours of the beginning of Plaintiff’s shift. Defendants also failed to pay Plaintiff one hour of  
24 pay at Plaintiff’s regular rate of compensation as required by California Labor Code § 226.7  
25 and the Wage Order for each meal period that was not provided.

26 14. Likewise, at all times relevant herein, Defendants maintained and enforced a  
27 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff with  
28 paid duty-free rest periods of at least ten (10) consecutive uninterrupted minutes during which

1 Plaintiff was relieved of all duties for every four (4) hours worked or major fraction thereof  
2 and which were counted as hours worked for which there would be no deduction from wages,  
3 and failed to compensate Plaintiff one (1) hour of wages at Plaintiff's regular rate of  
4 compensation as required by California Labor Code § 226.7 and the Wage Order for each rest  
5 period not provided.

6 15. At all times relevant herein, Defendants maintained and enforced a uniform  
7 policy by which they regularly and consistently required Plaintiff to work more than eight (8)  
8 hours in a single workday and more than forty (40) hours in a single workweek without paying  
9 Plaintiff premium overtime wages for such overtime hours worked. As a result of this policy,  
10 Plaintiff worked unpaid hours in excess of eight (8) in a day and forty (40) in a week.  
11 Consequently, Defendants failed to pay Plaintiff overtime premium wages of one and one-half  
12 times the employee's regular rate of pay for all hours worked over eight (8) hours in a single  
13 workday and/or more than forty (40) hours in a single workweek, as required by California  
14 Labor Code §§ 510 and 1194 and the Wage Order.

15 16. At all times relevant herein, Defendants maintained and enforced a uniform  
16 policy by which they regularly and consistently failed to provide Plaintiff with complete and  
17 accurate itemized wage statements stating the total hours worked, overtime hours worked,  
18 gross wages earned, net wages earned, all applicable rates of pay and the corresponding  
19 number of hours worked under each rate, all deductions, wages owed for missed rest and meal  
20 periods, and accurate accounting for all wages paid to Plaintiff.

21 17. At all times relevant herein, Defendants maintained and enforced a uniform  
22 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,  
23 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages  
24 to Plaintiff.

25 18. At all times relevant herein, Defendants maintained and enforced a uniform  
26 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,  
27 and 203 by failing to pay Plaintiff all owing and unpaid wages for work performed by Plaintiff  
28 during Plaintiff's employment and at the end of Plaintiff's employment.

1           19. At all times relevant herein, Defendants maintained and enforced a uniform  
2 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,  
3 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff for all hours  
4 worked, minimum wage for all hours worked, overtime premium wages for all overtime hours  
5 worked, and compensation for missed meal and rest periods.

6           20. At all times relevant herein, Defendants maintained and enforced a uniform  
7 policy by which they regularly and consistently violated California Labor Code § 2802 by  
8 failing to reimburse Plaintiff for using his personal cell phone for work-related purposes.

9           21. Plaintiff is informed and believes, and thereon alleges, that at all times herein  
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees  
11 and advisors knowledgeable about California labor and wage law, employment and personnel  
12 practices, and about the requirements of California law. Plaintiff is informed and believes, and  
13 thereon alleges, that at all relevant times, Defendants knew or should have known each of the  
14 following:

15           a. That Plaintiff was entitled to receive an uninterrupted 30-minute meal  
16 period before working more than five hours, and, if such meal periods were not provided to  
17 Plaintiff, Plaintiff was entitled to the payment of one additional hour of pay at Plaintiff's  
18 regular rate of pay, and that Plaintiff was not being provided such meal periods and was not  
19 receiving one additional hour of pay at Plaintiff's regular rate of pay on occasions when such  
20 meal periods were not so provided;

21           b. That Plaintiff was entitled to receive an uninterrupted 10-minute duty-  
22 free rest period for every four hours or major fraction thereof worked, and, if such rest period  
23 were not so provided, Defendants were required to pay Plaintiff one additional hour of pay at  
24 Plaintiff's regular rate of pay, and that Defendants did not authorize, permit and provide such  
25 rest periods and, on such occasions, did not provide Plaintiff with one additional hour of pay at  
26 Plaintiff's regular rate of pay;

27           c. That Plaintiff was entitled to receive premium overtime wages for the  
28 overtime hours Plaintiff worked and that Plaintiff was in fact not receiving premium overtime

1 wages for such overtime hours;

2 d. That Plaintiff was entitled to receive an agreed wage, and no less than  
3 minimum wage, as compensation for any and all hours worked by Plaintiff and that, in  
4 violation of the California Labor Code, Plaintiff was not in fact receiving either the agreed  
5 wage or at least minimum wage for any and all hours worked;

6 e. That Plaintiff was entitled to receive compensation;

7 f. That Plaintiff was entitled to receive complete and accurate wage  
8 statements in accordance with California law, and that, in violation of the California Labor  
9 Code, Plaintiff was not provided complete and accurate wage statements;

10 g. That Defendants failed and refused to pay Plaintiff agreed wages;

11 h. That Defendants violated Labor Code § 2802 by failing to reimburse  
12 Plaintiff for all business expenses;

13 i. That Plaintiff was entitled to timely payment of wages during his  
14 employment, and that Plaintiff did not receive payment of all wages, including but not limited  
15 to, meal and rest period premium wages, overtime wages, minimum wages and agreed hourly  
16 wages within permissible time periods; and

17 j. That Plaintiff was entitled to timely payment of all owing and unpaid  
18 wages upon termination of Plaintiff's employment, and that Plaintiff did not receive payment  
19 of all wages, including but not limited to, overtime wages, minimum wages, meal and rest  
20 period premium wages and agreed hourly wages within permissible time periods after  
21 termination of his employment.

22 22. California Labor Code § 218 states that nothing in Article I of the Labor Code  
23 shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to  
24 him under this Article."

25 **FIRST CAUSE OF ACTION**

26 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**  
27 **(Labor Code §§ 226.7 and 1198; and the Wage Order)**  
28 **(Plaintiff against Defendants)**

23. Plaintiff alleges and incorporates by reference all of the allegations contained in

1 the preceding paragraphs as though fully set forth herein.

2 24. California Labor Code § 226.7 provides that no employer shall require an  
3 employee to work during any meal period mandated by an applicable order of the Industrial  
4 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to  
5 provide an employee a meal period or rest period in accordance with an applicable order of the  
6 Industrial Welfare Commission, the employer shall pay the employee one additional hour of  
7 pay at the employee's regular rate of compensation for each workday that the meal or rest  
8 period is not provided.

9 25. At all times relevant to this action, the Wage Order and California Labor Code §  
10 1198 provided that an employer may not require, cause or permit an employee to work for a  
11 period of more than five (5) hours per day without providing the employee with an  
12 uninterrupted meal period of not less than thirty (30) minutes, except that if the total work  
13 period per day of the employee is not more than six (6) hours, the meal period may be waived  
14 by mutual consent of both the employer and the employee.

15 26. At all times relevant herein, Defendants and/or their authorized supervisors  
16 repeatedly failed to comply with the meal period requirements of the Labor Code and the  
17 Wage Order by failing to provide Plaintiff with a thirty (30) minute uninterrupted duty-free  
18 meal period within five (5) hours of the beginning of Plaintiff's shift, in violation of Labor  
19 Code §§ 512, 226.7, and the Wage Order. Defendants also failed to compensate Plaintiff one  
20 (1) hour of wages for any of the missed meal periods not provided by Defendants, as alleged  
21 above, which failure also violated Labor Code §§512 and 226.7 and the Wage Order.

22 27. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff is  
23 entitled to recover from Defendants one (1) additional hour of pay at Plaintiff's regular hourly  
24 rate of compensation for each meal period violation as alleged herein.

25 28. Defendants were at all times aware of the Labor Code and Wage Order  
26 requirements that they provide Plaintiff with such meal periods and was aware that Plaintiff  
27 regularly worked more than five (5) hours in a shift without receiving mandated meal periods.  
28

1 Thus, Defendants willfully violated the provisions of Labor Code §§ 226.7 and 512 and the  
2 Wage Order.

3 29. As a result of the unlawful conduct of Defendants, Plaintiff has been deprived of  
4 wages and other compensation in amounts to be determined at trial, and are entitled to  
5 recovery of such amounts.

6 30. WHEREFORE, Plaintiff requests relief as herein prayed for.

7 **SECOND CAUSE OF ACTION**  
8 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**  
9 **(Labor Code §§ 226.7 and 1198; and The Wage Order)**  
10 **(Plaintiff against Defendants)**

11 31. Plaintiff alleges and incorporates by reference all of the allegations contained in  
12 the preceding paragraphs as though fully set forth herein.

13 32. California Labor Code § 226.7 provides that no employer shall require an  
14 employee to work during any rest period mandated by an applicable order of the California  
15 Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an  
16 employer fails to provide an employee a meal period or rest period in accordance with an  
17 applicable order of the Industrial Welfare Commission, the employer shall pay the employee  
18 one additional hour of pay at the employee's regular rate of compensation for each workday  
19 that the meal or rest period is not provided.

20 33. The Wage Order and California Labor Code § 226.7 provides that every  
21 employer shall provide and shall authorize and permit all employees to take rest periods,  
22 which insofar as practicable shall be in the middle of each work period, and that the rest period  
23 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time  
24 per four (4) hours or major fraction thereof, unless the total daily work time is less than three  
25 and one-half hours.

26 34. At all times relevant herein, on days in which Plaintiff worked at least three and  
27 one half hours, Defendants regularly and repeatedly required Plaintiff to work four (4) hours  
28 and/or a major fraction thereof without providing, authorizing or permitting at least one ten  
(10) minute rest period during which Plaintiff's was relieved of all duties (hereafter "rest  
period") per each four (4) hour period, or a major fraction thereof, worked.

35. At all times relevant herein, Defendants failed to pay Plaintiff a premium of one hour pay at Plaintiff's regular rate of pay for each rest period not provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

36. Defendants were at all times aware of the Labor Code and Wage Order requirements that they provide Plaintiff with the rest periods described above and were aware that Plaintiff regularly worked more than four (4) hours or major fraction thereof without receiving mandated rest periods. Defendants therefore at all times willfully violated the provisions of Labor Code § 226.7 and the Wage Order.

37. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff is entitled to recover from Defendants one (1) additional hour of pay at Plaintiff's regular hourly rate of compensation for each workday that a rest period was not provided. As a result of the unlawful conduct of Defendant, Plaintiff has been deprived of wages and compensation in amounts to be determined at trial, and are entitled to recovery of such amounts.

38. WHEREFORE, Plaintiff requests relief as herein prayed for.

**THIRD CAUSE OF ACTION**  
**Failure to Pay Hourly and Overtime Wages**  
**(California Labor Code §§ 1194 and 1198; and The Wage Order)**  
**(Plaintiff against Defendants)**

39. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

40. Plaintiff basis this cause of action upon Defendants' willful and intentional violations of the California Labor Code and Industrial Welfare Commission requirements that Defendants pay Plaintiff for all hours worked, including the requirement to pay premium overtime wages to Plaintiff for work Plaintiff performed in excess of eight hours in a workday and/or 40 hours in a workweek, and/or on the seventh consecutive day in a workweek.

41. Pursuant to Labor Code § 204, as well as other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

42. Labor Code § 1198 provides that "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours

1 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

2 43. Labor Code § 1194 provides that “any employee receiving less than the legal  
3 minimum wage or the legal overtime compensation applicable to the employee is entitled to  
4 recover in a civil action the unpaid balance of the full amount of this minimum wage or  
5 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of  
6 suit.”

7 44. The Wage Order provides that “such employees shall not be employed more  
8 than eight (8) hours in any workday or more than forty (40) hours in any workweek unless the  
9 employee receives one and one-half (1 ½ ) times such employee’s regular rate of pay for all  
10 hours worked over 40 hours in the workweek and for the first eight (8) on the seventh (7th)  
11 day of work and double the employee’s regular rate of pay for all hours worked over eight (8)  
12 on the seventh (7th) day of work in the workweek.

13 45. At all times relevant herein, Defendants required Plaintiff on a regular and  
14 repeated basis to work shifts exceeding eight hours in a workday, to work more than 40 hours  
15 in a workweek, which hours were often not recorded, without paying overtime premium wages  
16 at a rate of no less than one and one-half times the employee’s regular rate of pay.

17 46. At all times relevant herein, Defendants knew or had reason to know that  
18 Plaintiff was regularly and consistently required to work more than eight hours in a day and  
19 work more than 40 hours in a week, without being paid the appropriate premium overtime  
20 wage required by Labor Code §§ 1194 and 1198, and the Wage Order.

21 47. At all times relevant herein, Defendants' conduct as alleged herein amounted to a  
22 uniform pattern of unlawful wage and hour practices which resulted from the implementation  
23 of uniform policies and practices by which Defendants failed to accurately record all hours  
24 worked by Plaintiff thereby denying payment of overtime premium wages to Plaintiff for  
25 overtime hours worked.

26 48. In committing the violations of the California Labor Code as alleged herein,  
27 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other  
28 benefits in violation of the California Labor Code, the Industrial Welfare Commission

1 requirements and other applicable laws and regulations.

2 49. As a direct result of Defendants' unlawful wage practices as alleged herein,  
3 Plaintiff has been denied full compensation for all hours worked by Plaintiff, including, but  
4 not limited to, premium overtime wages for overtime hours.

5 50. The Labor Code and the Wage order set forth various exemptions by which  
6 certain categories of employees are exempt from the protections of the overtime laws  
7 contained in the Labor Code. At no time during Plaintiff's employment did any of these  
8 exemptions apply to Plaintiff. Moreover, at no time was Plaintiff subject to a valid collective  
9 bargaining agreement that would preclude the causes of action set forth in this complaint.  
10 Rather, Plaintiff brings this action because of Defendants' violations of non-waiveable rights  
11 guaranteed to Plaintiff by the State of California.

12 51. As a direct consequence of Defendants' unlawful failure to pay Plaintiff the full  
13 and accurate amount of all earned wages at the appropriate rate for the true number of hours  
14 worked, Plaintiff has suffered and will continue to suffer economic injuries in an amount  
15 which is presently unknown to Plaintiff, and which will be ascertained according to proof at  
16 trial.

17 52. In performing the acts and practices in violation of California labor laws as  
18 herein alleged, Defendants have acted and continue to act intentionally, oppressively and  
19 maliciously towards Plaintiff, with a conscious disregard for Plaintiff's legal rights and the  
20 consequences to Plaintiff, and with the intent of depriving Plaintiff of Plaintiff's property and  
21 legal rights and otherwise causing Plaintiff injury, in order to increase Defendants' profits at  
22 the expense of Plaintiff.

23 53. Plaintiff requests recovery of all unpaid wages, including overtime premium  
24 wages, in an amount according to proof, interest on such amounts, statutory costs, and the  
25 assessment of any and all statutory penalties against Defendants, all in the sums as provided by  
26 the California Labor Code and/or other applicable statutes. In addition, to the extent that  
27 overtime compensation is owed Plaintiff whose employment has been terminated, Defendants'  
28 conduct violates Labor Code §§ 201 and/or 202, entitling Plaintiff to waiting time penalties

1 under Labor Code § 203, which penalties are sought herein on behalf of Plaintiff.

2 54. WHEREFORE, Plaintiff requests relief as herein prayed for.

3 **FOURTH CAUSE OF ACTION**  
4 **Failure to Pay Minimum Wage**  
**(Labor Code §§ 1194, 1197 and 1199; and The Wage Order)**  
**(Plaintiff against Defendants)**

5 55. Plaintiff alleges and incorporates by reference all of the allegations contained in  
6 the preceding paragraphs as though fully set forth herein.

7 56. Labor Code §1197 provides that it is unlawful to pay less than the minimum  
8 wage established by law. At all times relevant herein, Defendants repeatedly failed to pay  
9 Plaintiff the minimum wage for all hours worked, as required by the applicable wage order,  
10 violating the provisions of Labor Code §1197.

11 57. Labor Code § 1194 provides that “any employee receiving less than the legal  
12 minimum wage or the legal overtime compensation applicable to the employee is entitled to  
13 recover in a civil action the unpaid balance of the full amount of this minimum wage or  
14 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of  
15 suit.”

16 58. At all times relevant herein, Defendants' conduct as alleged herein amounted to a  
17 uniform pattern of unlawful wage and hour practices which resulted from the implementation  
18 of uniform policies and practices by which Defendants failed to accurately record all hours  
19 worked by Plaintiff thereby denying payment of minimum wages to Plaintiff for hours  
20 worked.

21 59. At all times relevant herein, Defendants maintained and enforced a uniform  
22 policy by which they required Plaintiff to perform work without being paid at least minimum  
23 wage for the work performed.

24 60. In committing the violations of the California Labor Code as alleged herein,  
25 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other  
26 benefits in violation of the California Labor Code, the Industrial Welfare Commission  
27 requirements and other applicable laws and regulations.

28 61. As a direct result of Defendants' unlawful wage practices as alleged herein,

1 Plaintiff has been denied full compensation for all hours worked, including, but not limited to,  
2 minimum wages for hours worked.

3 62. Pursuant to Labor Code §1199, an employer who (a) requires or causes any  
4 employee to work for longer hours than those fixed, or under conditions of labor prohibited by  
5 an order of the commission (b) pays or causes to be paid to any employee a wage less than the  
6 minimum fixed by an order of the commission and (c) violates and refuses or neglects to  
7 comply with any provision of this chapter or any order or ruling of the commission, is  
8 punishable by a fine of not less than \$100.00.

9 63. Plaintiff is entitled to recover wages from Defendants, in an amount to be proven  
10 at trial, because of Defendants' payment of wages less than minimum wage.

11 64. Plaintiff was required to retain attorneys to bring this action and is entitled to  
12 interest and an award of reasonable attorneys' fees pursuant to Labor Code § 1194. Plaintiff is  
13 entitled to liquidated damages pursuant to Labor Code § 1194.2.

14 65. WHEREFORE, Plaintiff requests relief as herein prayed for.

15 **FIFTH CAUSE OF ACTION**  
16 **Failure to Comply with Itemized Employee Wage Statement Requirements**  
**(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**  
17 **(Plaintiff against Defendants)**

18 66. Plaintiff alleges and incorporates by reference all of the allegations contained in  
19 the preceding paragraphs as though fully set forth herein.

20 67. Labor Code § 226(a) and the Wage Order provide that every employer shall,  
21 semimonthly or at the time of each payment of wages, furnish each of its employees an  
22 accurate itemized statement in writing showing gross wages earned, total hours worked by the  
23 employee, the applicable rate, all deductions, net wages earned, the inclusive dates of the  
24 period for which the employee is paid, the name of the employee and the last four digits of the  
25 employee's social security number (or an employee identification number), the name and  
26 address of the legal entity that is the employer and all applicable hourly rates in effect during  
27 the pay period and the corresponding numbers of hours worked at each hourly rate by the  
28 employee.

68. As a further result of Defendants' failure to provide Plaintiff with accurate wage

1 statements in accordance with Labor Code § 226 and to keep accurate time records as required  
2 by the Wage Order, Plaintiff has suffered injuries and is entitled to penalties under Labor Code  
3 § 226 and Labor Code § 226.3 which states “that any employer who violates § 226 shall be  
4 subject to a civil penalty in the amount of \$250.00 per employee per violation in an initial  
5 citation.” The civil penalty provided for in this section is in addition to any other penalty  
6 provided by law, in an amount to be proven at trial. The injuries suffered by Plaintiff include,  
7 but are not limited to, having been, and continuing to be, forced to conduct investigations and  
8 perform mathematical computations in an attempt to reconstruct Plaintiff’s time records; the  
9 inability to reconstruct Plaintiff’s time records; the inability to discern the amount of wages  
10 Plaintiff was paid and/or the applicable wage rate; the inability to determine the number of  
11 hours, including but not limited to, overtime hours worked; the inability to determine the  
12 number of rest periods and meal periods forced to forego; the inability to determine whether  
13 Plaintiff was compensated for all meal and rest periods of which Plaintiff had been deprived;  
14 the inability to determine whether Plaintiff was paid all wages due for work performed; the  
15 inability to determine the amount of wages owing and unpaid; the inability to determine  
16 whether Plaintiff was compensated for any work-related expenses; having been, and  
17 continuing to be, forced to hire attorneys and initiate a lawsuit in order to ascertain the  
18 aforementioned information.

19 69. Plaintiff is also entitled to injunctive relief to ensure compliance with this  
20 section, pursuant to Labor Code § 226(g).

21 70. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a  
22 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is  
23 entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in  
24 which a violation occurs and \$100.00 per employee for each violation in a subsequent pay  
25 period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs  
26 and reasonable attorneys’ fees.

27 71. Moreover, an employee is entitled under the Labor Code § 226(h) to injunctive  
28 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and

reasonable attorneys' fees.

72. WHEREFORE, Plaintiff requests relief as herein prayed for.

**SIXTH CAUSE OF ACTION**  
**Failure to Pay All Wages Upon Termination**  
**(California Labor Code §§ 201, 202 and 203; and The Wage Order)**  
**(Plaintiff against Defendants)**

73. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

74. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days.

75. Labor Code § 201 provides if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

76. Labor Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

77. Defendants willfully failed to pay Plaintiff all wages due, as alleged hereinabove and hereinafter, at the end of Plaintiff's employment within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a waiting time penalty. Plaintiff is entitled to recover from Defendants the statutory penalty for each day Plaintiff was not paid at Plaintiff's regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

78. WHEREFORE, Plaintiff requests relief as herein prayed for.

**SEVENTH CAUSE OF ACTION**  
**Failure to Reimburse Work-Related Expenses**  
**Violation of Labor Code § 2802**  
**(Plaintiff against Defendants)**

79. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

80. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee

1 for all necessary expenditures or losses incurred by the employee in direct consequence of the  
2 employee's discharge of his or her duties.

3 81. At all times herein alleged, Defendants regularly and consistently violated Labor  
4 Code § 2802 by failing to reimburse Plaintiff for using his personal phone for work-related  
5 purposes.

6 82. Plaintiff was required to retain attorneys to bring this action and is entitled to an  
7 award of reasonable attorneys' fees pursuant to Labor Code § 2802(c).

8 **EIGHTH CAUSE OF ACTION**

9 **California Labor Code Private Attorneys General Act of 2004**  
10 **(California Labor Code § 2698)**  
11 **(Plaintiff and the Aggrieved Employees against Defendant GREENLIGHT)**

12 83. Plaintiff alleges and incorporates by reference all of the allegations contained in  
13 the preceding paragraphs as though fully set forth herein.

14 84. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover  
15 civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code  
16 Section 2699.5.

17 85. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff  
18 has suffered violations including, but not limited to, Labor Code §§ 201-204, 207-209, 216,  
19 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1198,  
20 1199, 2698 et seq 2699(f) and (g), 2800, 2802, and the Wage Order.

21 86. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3,  
22 and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks  
23 assessment and collection of civil penalties for Plaintiff and the employees, and the State of  
24 California against Defendants on behalf of himself and the employees.

25 87. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

26 **NINTH CAUSE OF ACTION**

27 **Unfair Business Practices**  
28 **(California Business and Professions Code §§ 17200 et seq. and Common Law)**  
**(Plaintiff against Defendants)**

88. Plaintiff alleges and incorporates by reference all of the allegations contained in  
the preceding paragraphs as though fully set forth herein.

89. Plaintiff suffered direct injury as a result of the Defendants' conduct, as alleged

1 in the preceding paragraphs, and bring this action under Code of Civil Procedure § 382. The  
2 deprivation by Defendants of Plaintiff of wages due and lawful meal and rest periods, and  
3 Defendants' provision of inaccurate wage statements, are unlawful business practices within  
4 the meaning of Business and Professions Code § 17200, et seq. including, but not limited to,  
5 a violation of the Wage Order, regulations, and statutes, and further, whether or not in  
6 violation of the aforementioned Wage Order, regulation and statutes, amount to practices  
7 which are otherwise unfair.

8 90. Under Business and Professions Code § 17200, et seq., including, but not limited  
9 to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of himself as alleged  
10 herein. Plaintiff seeks, among others, restitution of compensation due during all times relevant  
11 herein.

12 91. At all times relevant herein, Defendants have committed violations of law, as  
13 described herein, including, but not limited to, violation of Labor Code §§ 201, 202, 203, 216,  
14 218, 221, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, and 2802.

15 92. These unlawful and unfair business practices defeat the public interest purposes  
16 of the State's labor laws, as set forth in the sections of the California Labor Code, the  
17 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all  
18 of which promote compliance with labor laws and employment regulations by participants in  
19 Defendants' industry.

20 93. Defendants' unfair and unlawful business practices thus have violated the  
21 sections of the Labor Code, California Code of Regulation and the Wage Order referenced in  
22 this complaint and have imposed harm on their employees and their competitors and will  
23 continue to do so until abated. As a result of these unfair and unlawful business practices,  
24 Defendants have retained monies belonging to Plaintiff and they have been unjustly enriched  
25 at Plaintiff's expense. Plaintiff is entitled to restitution of the wages and monies withheld and  
26 retained by Defendants during the relevant period and a preliminary and permanent injunction  
27 requiring Defendants to pay all wages and sums due to Plaintiff, to provide mandatory rest and  
28 meal breaks, and to provide accurate and complete wage statements.

1           94. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered  
2 injury and loss of money.

3           95. This action will result in the enforcement of an important right affecting the  
4 public interest. The conduct of Defendants as alleged herein has been and continues to be  
5 unfair, unlawful and harmful to Plaintiff and the general public. Accordingly, under Code of  
6 Civil Procedure § 1021.5, Plaintiff is entitled to an award of reasonable attorneys' fees  
7 according to proof.

8           96. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

9                               **PRAYER FOR RELIEF**

10                           WHEREFORE, Plaintiff prays as follows:

11           1. As to the First and Second Cause of Action, for unpaid premium wages and  
12 penalties pursuant to Labor Code §§ 210, 226.7, 512, 1198 and the Wage Order;

13           2. As to the Third and Fourth Cause of Action, for unpaid minimum and overtime  
14 wages pursuant to Labor Code §§ 510, 1194, 1197 and 1198, and the Wage Order;

15           3. As to the Fifth Cause of Action, for wage statement violations pursuant to Labor  
16 Code § 226;

17           4. As to the Sixth Cause of Action, for unpaid wages pursuant to Labor Code §§  
18 201, 202, and 203;

19           5. As to the Seventh Cause of Action, for damages and/or penalties pursuant to  
20 statute as set forth in Labor Code §§ 2800, 2802, and the Wage Order;

21           6. As to the Eighth Cause of Action, for civil penalties and attorneys' fees pursuant  
22 to Labor Code § 2698 et seq., and Labor Code § 226.3;

23           7. As to the Ninth Cause of Action, for restitution of unpaid wages and penalties to  
24 Plaintiff, and for prejudgment interest from the day such amounts were due and payable  
25 pursuant to Business and Professions Code § 17200 et seq.;

26           8. As to All Causes of Action, for attorneys' fees and costs provided by Labor  
27 Code §§ 218.5, 226, 1194 and Code of Civil Procedure § 1021.5; and

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

appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands trial of his individual claims by jury to the extent authorized by law.

Dated: May 11, 2023

FITZPATRICK & SWANSTON

By: /s/ B. James Fitzpatrick  
B. James Fitzpatrick  
Attorneys for Plaintiff,  
JOSE BARTENAS ALVARADO