

MAKAREM & ASSOCIATES, APLC
Ronald W. Makarem, Esq. (State Bar No. 180442)
Daniel J. Bass, Esq. (State Bar No. 287466)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Phone: (310) 312-0299; Fax: (310) 312-0296

Assigned for All Purposes

Judge David A. Hoffer

CX-103

Attorneys for Plaintiff BAYAN LABABIDI, individually and on
behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

BAYAN LABABIDI, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

PHOENIX WATER SOLUTIONS LLC, an
Entity Form Unknown; ENSURE UTILITY
INC, a California Corporation; and DOES 1
through 20,

Defendants.

CASE NO. 30-2025-01500901-CU-OE-CXC

CLASS ACTION COMPLAINT for:

- 1. Recovery of Unpaid Minimum Wages**
- 2. Recovery of Unpaid Overtime Wages**
- 3. Failure to Provide Meal Periods**
- 4. Failure to Provide Rest Periods**
- 5. Failure to Provide Accurate Wage Statements**
- 6. Failure to Indemnify for Expenses and Losses**
- 7. Waiting Time Penalties**
- 8. Unfair Competition**
- 9. Penalties Pursuant to Labor Code § 2699, et. seq.**

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure §§ 382, 411.10, 420 *et seq.*, and 425.10, and California Rules of Court 2.110 *et seq.* and 3.761, Plaintiff BAYAN LABABIDI (“Plaintiff”), individually and on behalf of all others similarly situated (collectively, “Plaintiffs”) assert the claims set forth below against Defendant PHOENIX WATER SOLUTIONS LLC, an Entity Form Unknown; ENSURE UTILITY INC, a California Corporation; and Does 1-20, inclusive (collectively, “Defendants”). Plaintiff is informed and believes and on that basis alleges the following:

I. INTRODUCTION

1. This is a proposed class action for recovery of damages, statutory penalties, and restitution, and to address Defendants' violations of California's wage and hour laws.

2. In this case, Defendants violated various provisions of the California Labor Code and IWC Wage Orders. As set forth below, Defendants implemented policies and practices that led to wage and hour violations resulting from Defendants': (a) failure to accurately pay all wages due, including minimum and overtime wages; (b) failure to provide compliant meal periods and failure to pay an additional hour of pay in lieu of providing compliant meal periods; (c) failure to provide accurate itemized wage statements; (d) failure to indemnify for necessary expenses and/or losses; and (e) failure to pay all wages earned and owed upon separation from Defendants' employ. As a result, Plaintiff seeks damages, statutory penalties, and restitution on behalf of himself and all other similarly situated individuals.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants either have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to Defendants is proper in this judicial district pursuant to Code of Civil
2 Procedure sections 395 and 395.5. Defendants are operating and doing business in California
3 including in Orange County, and each Defendant is within the jurisdiction of this Court for service
4 of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
5 Class Members within Orange County and elsewhere in California.

6 6. On information and belief, Defendants have conducted business within the State of
7 California during the purported Class Period and continue to conduct business in the State of
8 California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the similarly
9 situated non-exempt Class Members within Orange County and the State of California.

10 7. The California Superior Court also has jurisdiction in this matter because, on
11 information and belief, Defendant ENSURE UTILITY INC is a California Corporation, there are no
12 federal questions at issue, as the issues herein are based solely on California statutes and law,
13 including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure,
14 the California Civil Code, and the California Business and Professions Code.

15 8. On information and belief, during the statutory Class Period and continuing to the
16 present, Defendants consistently maintained and enforced against Defendants' non-exempt
17 employees, among others, the following unlawful practices and policies, in violation of California
18 state wage and hour laws: (a) failure to accurately pay all wages due, including minimum and
19 overtime wages; (b) failure to provide compliant meal periods and failure to pay an additional hour
20 of pay in lieu of providing compliant meal periods; (c) failure to provide compliant rest periods and
21 failure to pay an additional hour of pay in lieu of providing compliant rest periods; (d) failure to
22 provide accurate itemized wage statements; (e) failure to indemnify for necessary expenses and/or
23 losses; and (f) failure to pay all wages earned and owed upon separation from Defendants' employ.

24 9. On information and belief, during the statutory Class Period and continuing to the
25 present, Defendants have had a consistent policy of failing to pay minimum wages and overtime
26 wages for hours worked while subject to the control of Defendants.

27 10. On information and belief, during the statutory Class Period and continuing to the
28 present, Defendants have had a consistent policy of failing to provide certain non-exempt employees

1 within the State of California, including Plaintiff BAYAN LABABIDI, unfettered, uninterrupted,
2 duty free meal periods of at least (30) minutes per five hours worked and failing to pay such
3 employees one (1) hour of pay at the regular rate of compensation for each workday a meal period
4 was untimely, interrupted, and/or not provided, as required by California state wage and hour laws.

5 11. On information and belief, during the statutory Class Period and continuing to the
6 present, Defendants have had a consistent policy of failing to provide certain non-exempt employees
7 within the State of California, including Plaintiff BAYAN LABABIDI, unfettered, uninterrupted,
8 duty free rest periods of at least (10) minutes per four hours worked and failing to pay such employees
9 one (1) hour of pay at the regular rate of compensation for each workday a rest period was untimely,
10 interrupted, and/or not provided, as required by California state wage and hour laws.

11 12. On information and belief, during the statutory Class Period and continuing to the
12 present, Defendants have had a consistent policy of failing to timely pay wages upon separation of
13 employment and a consistent policy failing to provide accurate itemized wage statements.

14 13. On information and belief, during the statutory Class Period and continuing to the
15 present, Defendants have had a consistent policy of failing to reimburse employees for necessary
16 expenditures.

17 **III. CIVIL PENALTIES UNDER CALIFORNIA LABOR CODE SECTION 2699**

18 14. During the period beginning one year period preceding the filing of the original
19 complaint in this action, Defendants violated Labor Code Sections 201, 202, 203, 204, 226(a),
20 226.7, 510, 512, 1174, and 1194. Labor Code Sections 2699(a) and (g) authorize an aggrieved
21 employee, on behalf of himself and other current or former employees, to bring a civil action to
22 recover civil penalties pursuant to Labor Code Section 2699. Plaintiffs, on behalf of themselves
23 and all others similarly situated, assert claims for civil penalties under the Private Attorney General
24 Act.

25 **IV. PARTIES**

26 **A. Plaintiff**

1 15. Plaintiff BAYAN LABABIDI was, at all times relevant to this action, a resident of
2 California employed in California, including Orange County. Defendants employed Plaintiff as a
3 non-exempt employee from approximately August 2023 until March, 2025.

4 16. While employed with Defendants, Plaintiff and other similarly situated non-exempt
5 employees were regularly required to and subsequently suffered:

- 6 (a) to perform work subject to the control of the employer without being
7 compensated at least minimum wages and/or overtime wages, all in violation
8 of California labor laws, regulations, and the Industrial Welfare Commission
9 Wage Order (“IWC”);
- 10 (b) to work in excess of five hours per day without being provided meal periods
11 and not compensated one (1) hour of pay at the regular rate of compensation
12 for each workday that a meal period was not provided, all in violation of
13 California labor laws, regulations, and the Industrial Welfare Commission
14 Wage Orders (“IWC”);
- 15 (c) to work in excess of four hours per day without being provided rest periods
16 and not compensated one (1) hour of pay at the regular rate of compensation
17 for each workday that a rest period was not provided, all in violation of
18 California labor laws, regulations, and the Industrial Welfare Commission
19 Wage Orders (“IWC”);
- 20 (d) to incur necessary expenses and/or losses without Defendants’
21 indemnification;
- 22 (e) to separate from Defendants’ employment without being paid all wages due;
23 and
- 24 (f) to receive inaccurate itemized wage statements.

25 **B. Defendants**

26 17. Based on information and belief, Defendant PHOENIX WATER SOLUTIONS LLC
27 is a water conversion and management service. PHOENIX WATER SOLUTIONS LLC operates in
28 California, but based on information and belief, is not registered with the California Secretary of

1 state as doing business as a limited liability company in California despite appearing as the employer
2 on several of Plaintiff's paystubs.

3 18. Based on information and belief, ENSURE UTILITY INC, is a California
4 Corporation and is authorized to conduct business in the State of California, and it maintains its
5 principal place of business at 1606 EAST UNIVERSITY DRIVE PHOENIX, AZ 85034. ENSURE
6 UTILITY INC is registered with the California Secretary of States as Entity No. 5570578 but appears
7 to conduct business under the name "Phoenix Water Solutions" the name it held out to its employees,
8 including Plaintiff.

9 19. Other than identified herein, Plaintiff is unaware of the true names, capacities,
10 relationships and extent of participation in the conduct alleged herein, of the Defendants sued as
11 DOES 1 through 20, but is informed and believes and thereon alleges that said defendants are legally
12 responsible for the wrongful conduct alleged herein and therefore sues these defendants by such
13 fictitious names. Plaintiff will amend this complaint when their true names and capabilities are
14 ascertained.

15 20. Plaintiff is informed and believe and thereon alleges that each defendant, directly or
16 indirectly, or through agents or other persons, employed Plaintiff and other similarly situated
17 individuals, and exercised control over their wages, hours, and working conditions. Plaintiff is
18 informed and believes and thereon alleges that each defendant acted in all respects pertinent to this
19 action as the agent of the other defendants carried out a joint scheme, business plan, or policy in all
20 respects pertinent hereto; and the acts of each defendant are legally attributable to the other
21 defendants.

22 V. CLASS ACTION ALLEGATIONS

23 21. Plaintiff seeks to bring this action as a class action under Code of Civil Procedure
24 section 382. The class Plaintiff seeks to represent is defined as follows: "All individuals employed
25 by Defendants as a non-exempt employee, however titled, in the State of California during the period
26 commencing on the date that is four years preceding the filing of this complaint."
27
28

1 22. Ascertainable Class. The proposed class and subclass are ascertainable as their
2 members can be identified and located using information in Defendants' payroll and personnel
3 records.

4 23. Common Questions of Law and Fact. This lawsuit is suitable for class treatment
5 because common questions of law and fact predominate over individual issues. Common questions
6 include, but are not limited to, the following: (1) whether Defendants properly calculated and paid all
7 amounts due to the Class Members for wages earned, including minimum and overtime wages, under
8 California law; (2) whether Defendants violated the California Labor Code and/or IWC Wage Orders
9 by withholding wages, including minimum and overtime wages, from the Class Members; (3) whether
10 Defendants violated the California Labor Code and/or IWC Wage Orders by failing to provide the
11 Class Members with all required meal periods on a fully compliant basis; (4) whether Defendants
12 violated the California Labor Code and/or IWC Wage Orders by failing to provide the Class Members
13 with all required rest periods on a fully compliant basis; (5) whether Defendants provided the Class
14 Members with proper, itemized wage statements; (6) whether Defendants reimbursed Class Members
15 for necessary expenses and/or losses; (7) whether Defendants timely paid the Class Members all
16 wages due upon termination of employment; (8) whether Defendants' failure to timely pay all wages
17 due upon termination of employment was willful; (9) whether Defendants violated California
18 Business and Professions Code sections 17200, et seq.; and (10) whether Defendants jointly employed
19 the Class Members.

20 24. Numerosity. The plaintiff class is so numerous that the individual joinder of all
21 members is impractical under the circumstances of this case. While the exact number of class
22 members is unknown to Plaintiff, Plaintiff is informed and believes the class consists of over 50
23 individuals.

24 25. Typicality. Plaintiff's claims are typical of the claims of the class and subclass
25 members. Plaintiff suffered a similar injury as the other Class Members as a result of Defendants'
26 common practices regarding the calculation and payment of wages, including minimum and overtime
27 wages, provision of meal breaks and rest breaks and/or compensation in lieu thereof, reimbursement
28 for expenses and/or losses, provision of wage statements, and payment of wages due upon

1 termination. In addition, Plaintiff will fairly and adequately protect the interests of the Class
2 Members. Plaintiff has no interests adverse to the interests of the other Class Members.

3 26. Superiority. A class action is superior to other available means for the fair and
4 efficient adjudication of this controversy since individual joinder of all members of the class is
5 impractical. Class action treatment will permit a large number of similarly situated persons to
6 prosecute their common claims in a single forum simultaneously, efficiently, and without the
7 unnecessary duplication of effort and expense that numerous individual actions would engender.
8 Furthermore, as the damages suffered by each individual member of the class may be relatively small,
9 the expenses and burden of individual litigation would make it difficult or impossible for individual
10 members of the class to redress the wrongs done to them, while an important public interest will be
11 served by addressing the matter as a class action. The cost to the court system of adjudication of such
12 individualized litigation would be substantial. Individualized litigation would also present the
13 potential for inconsistent or contradictory judgments. Finally, the alternative of filing a claim with
14 the California Labor Commissioner is not superior, given the lack of discovery in such proceedings,
15 the fact that there are fewer available remedies, and the losing party has the right to a trial de novo in
16 the Superior Court.

17 VI. GENERAL ALLEGATIONS

18 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 employed Plaintiff and the Class Members in Orange County and other locations in California during
20 the Class Period. Plaintiff and Class Members were compensated based upon an hourly rate and
21 have at all relevant times been non-exempt within the meaning of the California Labor Code and the
22 implementing rules and regulations of the IWC Wage Orders.

23 28. Defendants, at all relevant times, maintained significant control over Plaintiff and the
24 Class Members, and over their working conditions. The workload for Plaintiff and each Class
25 Member was structured by Defendants, and Plaintiff and the Class Members had no control over
26 what they were tasked to do each day.

27 29. The work performed by Plaintiff and the Class Members required no specialized skill
28 and is part of the regular business of Defendants.

1 30. Plaintiff is informed and believes that he and the Class Members were not
2 compensated for all time worked as Defendants would regularly permit Plaintiff and Class Members
3 to work off the clock, but Plaintiff and Class Members were not compensated for hours worked off
4 the clock. For example, Defendants had Plaintiff and Class Members work long shifts, but did not
5 record all of their time worked, or adjusted the logged time work so as to not pay all hours including
6 overtime, causing Plaintiff and the Class Members were not paid for all overtime worked. As a result,
7 Defendants failed to pay Plaintiff and the Class Members for all hours worked at a rate no less than
8 the applicable minimum or overtime wage.

9 31. Plaintiff is informed and believes that Plaintiff and the Class Members were caused
10 to endure unprovided, untimely, shortened and/or interrupted meal periods of at least thirty (30)
11 minutes for many of the work days such employees worked more than five hours (5) hours, and were
12 not paid one (1) hour of premium wages as the regular rate of compensation in lieu thereof, all in
13 violation of the California Labor Code. Plaintiff and the Class Members were required to take
14 shortened meal periods or missed meal periods completely because, among other things, the volume
15 of work they were required to perform each shift frequently did not leave sufficient time to take a
16 fully-compliant meal period. Accordingly, Plaintiff and the Class Members were not provided lawful
17 meal periods and were not provided with one hour of wages in lieu thereof under Defendants' policies
18 and practices.

19 32. Plaintiff is informed and believes that Plaintiff and the Class Members were caused
20 to endure unprovided, untimely, shortened and/or interrupted duty free rest periods of at least (10)
21 minutes per four hours worked and were not paid one (1) hour of premium wages as the regular rate
22 of compensation in lieu thereof, all in violation of the California Labor Code. Plaintiff and the Class
23 Members were required to take shortened rest periods or missed rest periods completely because,
24 among other things, the volume of work they were required to perform each shift frequently did not
25 leave sufficient time to take a fully-compliant rest period. Accordingly, Plaintiff and the Class
26 Members were not provided lawful rest periods and were not provided with one hour of wages in
27 lieu thereof under Defendants' policies and practices.
28

1 33. Upon information and belief, Defendants failed to provide accurate itemized wage
2 statements to Plaintiff and the Class Members as the wage statements provided failed to accurately
3 account for, inter alia, gross wages earned, total hours worked, and net wages earned.

4 34. Upon information and belief, Defendants failed to timely pay Plaintiff and the Class
5 Members all wages due and owing upon separation of employment.

6 35. Upon information and belief, Defendants knew and or should have known that it is
7 improper to implement policies and commit unlawful acts such as:

- 8 (a) requiring employees to perform work subject to the control of the
9 Defendants without being compensated at least minimum wages, or overtime
10 wages for overtime hours worked;
- 11 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per
12 day without being provided an uninterrupted thirty- minute meal period
13 and/or a second meal period, and without compensating employees with one
14 (1) hour of pay at the regular rate of compensation for each workday that
15 such a meal period was not provided;
- 16 (c) requiring employees to work in excess of four hours per day without being
17 provided rest periods and not compensated one (1) hour of pay at the regular
18 rate of compensation for each workday that a rest period was not provided,
19 all in violation of California labor laws, regulations, and the Industrial
20 Welfare Commission Wage Orders (“IWC”);
- 21 (d) requiring employees to pay for their own necessary expenses and/or business
22 losses; and
- 23 (e) failing to timely pay all wages earned upon separation from Defendants’
24 employ.

25 36. In addition to the violations above, and on information and belief, Defendants knew
26 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and
27 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
28 recklessly, and/or intentionally failed to do so.

1 **FIRST CAUSE OF ACTION**

2 (Recovery of Unpaid Minimum Wages – Labor Code §§ 1194 and 1194.2)

3 37. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
4 36.

5 38. At all relevant times, Plaintiff and other Class Members were employees covered by
6 Labor Code section 1194 and the applicable Industrial Wage Order.

7 39. Pursuant to Labor Code section 1194 and the applicable Industrial Wage Order,
8 Plaintiff and Class Members were entitled to minimum wage for all hours worked.

9 40. Plaintiff is informed and believes and thereon allege that at all relevant times within
10 the applicable Class Period, Defendants failed to pay Plaintiff and Class Members their earned wages
11 for all hours worked in accordance with Labor Code section 1194 and the applicable Industrial Wage
12 Order. For example, Plaintiff is informed and believes and thereon alleges that he, along with other
13 Class Members, would frequently be scheduled for shifts of a specified length, yet would be required
14 to work in excess of that specified length shift without any compensation and/or adjusted time records
15 as to not pay for all hours worked.

16 41. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
17 suffered damages in an amount, subject to proof, to the extent that they were not paid for all hours
18 worked.

19 42. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to
20 recover the full amount of their unpaid wages, prejudgment interest, reasonable attorney's fees and
21 costs of suit.

22 43. Pursuant to Labor Code section 1194.2 provides, Plaintiff and Class Members are
23 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
24 thereon.

25 **SECOND CAUSE OF ACTION**

26 (Recovery of Unpaid Overtime Wages – Labor Code §§ 510 and 1194)

27 44. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
28 43.

45. As alleged herein, Plaintiff and the Class Members regularly worked overtime hours for which they were not compensated by Defendants as required by California law, including hours worked lost due to Defendants' practice of requiring some work to be performed off the clock. These policies and practices of Defendants resulted in an overall loss of compensable overtime hours worked and underpayment of overtime wages.

46. At all relevant times, Plaintiff and other Class Members were employees covered by Labor Code sections 510, 1194, and the applicable Industrial Wage Order. Pursuant to Labor Code sections, 510, 1194, and the applicable Industrial Wage Order, Plaintiff and Class Members were entitled to overtime wages payable at the rate of at least one and one-half times their regular rate of pay for all overtime hours worked and payable at the rate of at least twice the regular rate of pay for all double-time hours worked.

47. Defendants failed to pay Plaintiff and Class Members their earned wages for all overtime hours worked in accordance with Labor Code sections 510, 1194, and the applicable Industrial Wage Order. Plaintiff is informed and believes and thereon allege that at all relevant times within the applicable Class Period, Defendants failed to pay Plaintiff and Class Members for all overtime worked.

48. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent that they were not paid for all overtime hours worked.

49. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to recover the full amount of their unpaid overtime wages, prejudgment interest, reasonable attorney's fees, and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods or Compensation in Lieu Thereof – Labor Code §§ 512 and 226.7)

50. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 49.

51. As alleged herein, Plaintiff and the Class Members regularly worked periods of more than five hours in a workday without being provided a mandatory, thirty-minute, duty-free

1 meal period. Defendants also failed to pay Plaintiff and the Class Members an additional hour of
2 wages at their regular rate for each workday a meal period was not provided.

3 52. At all relevant times, Plaintiff and Class Members were employees covered by Labor
4 Code sections 226.7 and 512, and the applicable Industrial Wage Order.

5 53. Labor Code sections 226.7 and 512 and the applicable Industrial Wage Order provide
6 that no employer shall employ any person for a work period of more than five (5) hours without a
7 meal period of not less than 30 minutes. A first meal period is required no later than the end of an
8 employee's fifth hour of work, and a second meal period no later than the end of an employee's tenth
9 hour of work.

10 54. Labor Code section 226.7 and the applicable Industrial Wage Order provide that if an
11 employer fails to provide an employee a meal period in accordance with this section, the employer
12 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each
13 five (5) hours of work that the meal period is not provided.

14 55. During the Class Period, Defendants routinely failed to provide Class Members,
15 including Plaintiff, with meal periods during their work shifts and/or provide these meal breaks prior
16 to the employees' fifth hour worked. Defendants failed to compensate Class Members, including
17 Plaintiff, for these meal periods, as required by California Labor Code section 226.7 and other
18 applicable sections of the Employment Laws and Regulations.

19 56. No Class Members, including Plaintiff, are exempt from the meal period requirements
20 of the Employment Laws and Regulations.

21 57. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay for
23 meal period violations.

24 **FOURTH CAUSE OF ACTION**

25 (Failure to Provide Rest Periods or Compensation in Lieu Thereof – Labor Code §§ 512 and 226.7)

26 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
27 57.
28

59. At all relevant times, Plaintiff and Class Members were employees covered by Labor Code sections 226.7 and 512, and the applicable Industrial Wage Order.

60. Labor Code sections 226.7 and 512 and the applicable Industrial Wage Order provide that employers shall authorize and permit employees to take rest periods at the rate of ten (10) minutes net rest time per four (4) hours of work.

61. Labor Code section 226.7 and the applicable Industrial Wage Order further provide that if an employer fails to provide an employee rest periods in accordance with this law, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not authorized and permitted.

62. During the Class Period, Defendants have routinely failed to provide the Class Members, including Plaintiff, with rest periods during their work shifts, and has failed to compensate Class Members, including Plaintiff, for those rest periods, as required by California Labor Code section 226.7 and other applicable sections of the Employment Laws and Regulations.

63. No Class Members, including Plaintiff, are exempt from the rest period requirements of the Employment Laws and Regulations.

64. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay for rest period violations.

FIFTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Labor Code § 226)

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64.

66. As alleged herein, Defendants knowingly and intentionally failed to provide Plaintiff and the Class Members with proper, itemized wage statements by, inter alia, failing to fully and accurately report, inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly rates in effect during the pay period and all hours worked at each rate.

67. Accordingly, under Labor Code section 226, Plaintiff and the Class Members each are entitled to statutory penalties in the amount of \$50.00 for the initial pay period in which a violation

1 occurred, and \$100.00 for each subsequent pay period in which a violation occurred, up to an
2 aggregate penalty of \$4,000.00 per employee, plus attorney's fees and costs, all in an amount to be
3 proved at trial.

4 **SIXTH CAUSE OF ACTION**

5 (Failure to Indemnify Employees for Necessary Expenditures and/or Losses –
6 Labor Code § 2802)

7 68. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
8 67.

9 69. California Labor Code section 2802(a) requires an employer to indemnify an
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
11 the discharge of his or her duties, or of his or her obedience to the directions of the employer.

12 70. During the Class Period, Defendants failed to indemnify Plaintiff and other Class
13 Members for all business expenses and/or losses incurred in direct consequence of the discharge of
14 their duties while working under the direction of Defendants, including, but not limited to, unlawfully
15 failing to reimburse mileage, travel expenses, use of personal cellular phones, and other expenses in
16 violation of California Labor Code section 2802.

17 71. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and
18 other Class Members have been damaged in an amount according to proof at trial, and seek
19 reimbursement of all necessary expenditures, plus interest thereon pursuant to California Labor Code
20 section 2802(b). Additionally, Plaintiff and other Class Members are entitled to all available
21 statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those
22 provided in California Labor Code section 2802(c), as well as other available remedies.

23 **SEVENTH CAUSE OF ACTION**

24 (Waiting Time Penalties – Labor Code §§ 201, et seq.)

25 72. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
26 71.

27 73. The California Labor Code provides that, at the time of termination of employment,
28 the employer must pay an employee all wages due and owing within the time frames set forth in Labor

Code sections 201, et seq. As alleged herein, Defendants willfully failed to pay Plaintiff and the Class Members who no longer are employed with Defendants all wages due and owing within the deadlines set forth in Labor Code sections 201, et seq.

74. Under Labor Code section 203, Plaintiff and the Class Members who no longer are employed with Defendants are entitled to recover waiting time penalties of up to 30 days' pay, plus attorney's fees and costs, in an amount to be proved at trial.

EIGHTH CAUSE OF ACTION

(Violation of Unfair Competition Law – Bus. & Prof. Code §§ 17200, et seq.)

75. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 74.

76. As alleged herein, Defendants' failure to, inter alia, pay all wages earned, including minimum and overtime wages, and failure to pay premium wages in lieu of missed or non-compliant meal and rest periods, all in violation of the Labor Code and Wage Orders, constitutes an unlawful, unfair or fraudulent business act or practice, in violation of Business & Professions Code sections 17200, et seq.

77. Pursuant to Business & Professions Code section 17203, Plaintiff and the Class Members are entitled to restitution of all unpaid wages and other sums owed, plus attorney's fees and costs, in an amount to be proved at trial.

NINTH CAUSE OF ACTION

(Violation of Personal Attorney General Act (PAGA) [Labor Code §2699])

78. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77.

79. Plaintiff, as a result of his employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

80. As a result of the acts alleged above, Plaintiff seeks penalties under California Labor Code sections 2698, 2699 and 2699.3 et seq. because of Defendants' violation of California Labor Code sections 201-204, 226, 226.7, 510, 512, 1194, and 2802.

81. For each such violation, Plaintiff, on behalf of himself and other Class Members,

1 seek penalties in an amount according to proof at the time of trial based on the following
2 formula: (1) \$100 for the initial violation per employee per pay period; (2) \$200 for each
3 subsequent violation per employee per pay period.

4 82. Labor Code sections 1194.2 and 1197.1 authorizes employees to recover liquidated
5 damages in an amount equal to the wages unlawfully withheld and interest thereon. Labor Code
6 1197.1 also authorized civil penalties as follows: \$100 for any initial violation intentional
7 committed per employee per pay period in which a violation occurs, and \$250 per subsequent
8 violation per employee per pay period in which a violation occurs, regardless of whether the first
9 violation was intentional.

10 83. As set forth above, Defendants failed to pay Plaintiff and aggrieved employees
11 minimum wages for all hours worked. Accordingly, Plaintiff and the Class Members are entitled to
12 recover liquidated damages per Labor Code sections 1194 and 1197 through PAGA.

13 84. In addition, Plaintiff failed to provide Plaintiff and all aggrieved employees with
14 itemized wages statements in compliance with Labor Code section 226(a). Plaintiff seeks separate
15 PAGA penalties for Defendants' violation of Labor Code sections 226(a), 226(e), and 226.3. Said
16 penalties are as follows:

- 17 i. Labor Code § 226: \$50 per initial violation per employee per pay period and \$100
18 per subsequent violation per pay period, with a \$4000 maximum aggregate penalty
19 per employee; and
20 ii. Labor Code 226.3: \$250 per employee per initial violation and \$ 1,000 per
21 subsequent violation per employee per pay period.

22 85. Plaintiff additionally seeks a reasonable attorney's fees and costs pursuant to
23 California Labor Code section 2699(g)(1).

24 86. Plaintiff has complied with all requirements set forth in Labor Code section
25 2699.3 et seq. to bring and amend this civil action. On or about May 8, 2025 Plaintiff gave
26 written notice by certified mail of the specific violations of the Labor Code to the Labor and
27 Workforce Development Agency and Defendants and related entities. The Agency has not
28 provided any written notice of its intention to investigate the claimed violations within 65

1 calendar days of the postmark date of the notice.

2 87. This claim under Labor Code section 2699 and 2699.3 et seq. does not require
3 class certification as it is brought under the special Private Attorney General Act provisions.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as
6 follows:

7 **a) Class Certification**

- 8 i) For an order certifying the case as a class action;
9 ii) For an order that Plaintiff be certified as the class representative; and
10 iii) For an order that Plaintiff's counsel be certified as class counsel.

11 **b) On the First Cause of Action**

- 12 i) For compensatory and liquidated damages for unpaid minimum wages
13 according to proof; and
14 ii) For prejudgment interest as permitted by law.

15 **c) On the Second Cause of Action**

- 16 i) For compensatory damages for unpaid overtime wages according to proof;
17 and
18 ii) For prejudgment interest as permitted by law.

19 **d) On the Third Cause of Action**

- 20 i) For compensatory damages for unpaid premium wages for missed meal
21 periods according to proof; and
22 ii) For prejudgment interest as permitted by law.

23 **e) On the Fourth Cause of Action**

- 24 i) For compensatory damages for unpaid premium wages for missed rest
25 periods according to proof; and
26 ii) For prejudgment interest as permitted by law.

27 **f) On the Fifth Cause of Action**

- 1 i) For compensatory damages and/or statutory penalties for inaccurate wage
2 statements according to proof;
3 ii) For an order requiring Defendants to comply with Labor Code section
4 226(a); and
5 iii) For prejudgment interest as permitted by law.

6 **g) On the Sixth Cause of Action**

- 7 i) For unreimbursed expenses incurred in the performance of their duties
8 according to proof; and
9 ii) For prejudgment interest as permitted by law.

10 **h) On the Seventh Cause of Action**

- 11 i) For waiting time penalties for failure to pay wages due on termination
12 according to proof;
13 ii) For damages for unpaid wages earned prior to termination of employment in
14 an amount according to proof; and
15 iii) For prejudgment interest as permitted by law.

16 **i) On the Eighth Cause of Action**

- 17 i) For restitution of all amounts wrongfully withheld from Plaintiff and the
18 Class Members; and
19 ii) For prejudgment interest as permitted by law.

20 **j) On the Ninth Cause of Action**

- 21 i) Penalties Pursuant to Labor Code sections 2698 and 2699; and
22 ii) For prejudgment interest as permitted by law.

23 **k) On All Causes of Action**

- 24 i) For judgment in favor of Plaintiff and the Class;
25 ii) For reasonable attorney's fees and costs of suit; and
26 iii) For such other and further relief as the Court deems just and proper.
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 31, 2025

MAKAREM & ASSOCIATES, APLC

By: Daniel Bass
Ronald W. Makarem
Daniel J. Bass
Attorneys for Plaintiff, individually
and on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff and the Class Members request a jury trial in this matter.

Dated: July 31, 2025

MAKAREM & ASSOCIATES, APLC

By: Daniel Bass
Ronald W. Makarem
Daniel J. Bass
Attorneys for Plaintiff, individually
and on behalf of all others similarly situated