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CHRISTIAN MONTOYA-ORTEGA

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE
COMPLEX CIVIL LITIGATION

CHRISTIAN MONTOYA-ORTEGA,
individually, on behalf of all others similarly
situated, and on behalf of the State of California
and other aggrieved persons,

Plaintiff,

v.

ELITE ROOFING SUPPLY - SC, LLC, a
California limited liability company; and DOES
1 through 10, inclusive,

Defendants.

Case No.: CVRI2407079

CLASS & PAGA ACTION

ASSIGNED FOR ALL PURPOSES TO:
Hon. Harold W. Hopp, Dept. 1

**FIRST AMENDED CLASS ACTION AND
PAGA REPRESENTATIVE ACTION
COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest breaks (Cal. Lab. Code § 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. Civil Penalties Under PAGA (Cal. Lab. Code §§ 2698, *et seq.*).

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DEMAND FOR JURY TRIAL

Complaint filed: December 30, 2024
Trial date: Not Set

1 Plaintiff Christian Montoya-Ortega (“Plaintiff”), on information and belief, alleges as
2 follows:

3 **INTRODUCTION & PRELIMINARY STATEMENT**

4 1. Plaintiff brings this action against Defendants Elite Roofing Supply - SC, LLC, and
5 DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor
6 Code violations and unfair business practices stemming from Defendants’ failure to pay for all
7 hours worked (minimum, straight time, and overtime wages), failure to provide meal periods,
8 failure to authorize and permit rest breaks, failure to timely pay final wages, failure to furnish
9 accurate wage statements, and failure to indemnify employees for expenditures.

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

16 3. Plaintiff brings the Ninth Cause of Action as a representative action under the Labor
17 Code Private Attorneys Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”) to recover civil
18 penalties that are owed to Plaintiff, the State of California, and past and present non-exempt
19 employees employed by Defendant in the State of California during the statute of limitations period
20 for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

21 4. Defendants own/owned and operate/operated an industry, business, and
22 establishment within the State of California, including Riverside County. As such and based upon
23 all the facts and circumstances incident to Defendants’ business in California, Defendants are
24 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
25 (“IWC”), and the California Business & Professions Code.

26 5. Despite these requirements, throughout the statutory period, Defendants have, at
27 times:

28 (a) Failed to pay some, but not necessarily all employees for all hours worked,

including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;

- (b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour's pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest breaks in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour's pay for each workday a rest break violation occurred;
- (d) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest break premium wages due within the time period specified by California law when employment terminates;
- (e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and
- (f) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment.

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

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff, the Class, and Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine

of “respondeat superior.”

THE PARTIES

A. Plaintiff

8. Plaintiff Christian Montoya-Ortega is a resident of Corona, California.

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

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Elite Roofing Supply - SC, LLC is, and at all times herein mentioned, was:

- (a) A business entity conducting business in numerous counties throughout the State of California, including Riverside County; and,
- (b) The former employer of Plaintiff, and the current and/or former employer of the putative Class and Aggrieved Employees because Defendant Elite Roofing Supply - SC, LLC suffered and permitted Plaintiff, the Class, and Aggrieved Employees to work; and/or exercised control over their wages, hours, or working conditions; and/or engaged Plaintiff, the Class, and Aggrieved Employees, thereby creating a common law employment relationship.

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

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

1 California.

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

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

16 14. Plaintiff Christian Montoya Ortega worked for Defendants in Riverside County,
17 California as an hourly-paid, non-exempt employee from approximately January 2024 to
18 approximately December 2024. During Plaintiff's employment for Defendants, Defendants paid
19 Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants
20 repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least
21 eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than
22 forty (40) hours in a workweek.

23 15. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for
24 all hours worked (including minimum, straight time, and overtime wages), failed to provide
25 Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest
26 breaks, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's
27 employment, failed to furnish accurate wage statements to Plaintiff, and failed to indemnify
28 Plaintiff for expenditures.

1 16. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and
2 some of, but not necessarily all of, the Class and Aggrieved Employees for all hours worked,
3 including minimum, straight time, and overtime wages. Defendants would, at times, manufacture
4 time keeping records to falsely show that Plaintiff and some of, but not necessarily all of, the Class
5 and Aggrieved Employees took meal periods when in fact they worked “off-the-clock,”
6 uncompensated. The effect is that Plaintiff and some of, but not necessarily all of, the Class and
7 Aggrieved Employees worked through meal periods “off-the-clock,” and continued to work after
8 they had clocked out for the workday. By way of example, Plaintiff regularly continued work
9 related duties after clocking out for the day due to the unreasonable work loads set by Defendants.
10 Defendants paid Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
11 Employees less than all their work time. Some of this unpaid work should have been paid at the
12 overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate
13 records of the hours Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
14 Employees worked.

15 17. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
16 and some of, but not necessarily all of, the Class and Aggrieved Employees with legally compliant
17 meal periods. Defendants required Plaintiff and some of, but not necessarily all of, the Class and
18 Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-
19 minute, uninterrupted, and duty-free meal period for every five hours of work, or without
20 compensating Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees
21 for all missed meal periods that were not provided by the end of the fifth hour of work or tenth
22 hour of work. Instead, Defendants continued to assert control over Plaintiff and some of, but not
23 necessarily all of, the Class and Aggrieved Employees by requiring, pressuring, or encouraging
24 them to perform work tasks which could not be completed without working in lieu of taking
25 mandatory meal periods, or by denying Plaintiff and some of, but not necessarily all of, the Class
26 and Aggrieved Employees permission to take a meal period. By way of example, Plaintiff regularly
27 experienced non-complaint meal periods due to the unreasonable work loads set by Defendants.
28 Further, Defendants failed to record any of Plaintiff’s meal breaks. Where an “employer’s records

1 show no meal period for a given shift over five hours, a rebuttable presumption arises that the
2 employee was not relieved of duty and no meal period was provided.” *Donahue v. AMN Services,*
3 *LLC* (2021) 11 Cal.5th 58, 74. Defendants also failed, at times, to permit Plaintiff and some of,
4 but not necessarily all of, the Class and Aggrieved Employees to take a second meal period when
5 they worked at least ten hours of work in a workday. As described above, Defendants would
6 manufacture time keeping records to falsely show that Plaintiff and some of, but not necessarily
7 all of, the Class and Aggrieved Employees took meal periods by the fifth hour of work or took
8 meal periods when in fact they worked “off-the-clock”, uncompensated. Accordingly, Defendants
9 failed to provide meal periods to Plaintiff and some of, but not necessarily all of, the Class and
10 Aggrieved Employees in compliance with California law.

11 18. Throughout the statutory period, Defendants have, at times, wrongfully failed to
12 authorize and permit Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
13 Employees to take legally compliant rest breaks. Defendants required Plaintiff and some of, but
14 not necessarily all of, the Class and Aggrieved Employees to work in excess of four consecutive
15 hours a day without Defendants authorizing and permitting them to take a 10-minute,
16 uninterrupted, duty-free rest break for every four hours of work (or major fraction of four hours),
17 or without compensating Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
18 Employees for rest breaks that were not authorized or permitted. Instead, Defendants continued to
19 assert control over Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
20 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
21 be completed without working in lieu of taking mandatory rest breaks, or by denying Plaintiff and
22 some of, but not necessarily all of, the Class and Aggrieved Employees permission to take a rest
23 break. By way of example, Plaintiff regularly experienced short rest breaks that were less than 10-
24 minutes, due to the unreasonable work loads set by Defendants. Accordingly, Defendants failed
25 to authorize and permit Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
26 Employees to take rest breaks in compliance with California law.

27 19. Throughout the statutory period, Defendants, at times, willfully failed and refused
28 to timely pay Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees

1 all final wages due at their termination of employment. In addition, Plaintiff's final paycheck did
2 not include payment for all expenditures, minimum wage, straight time wages, overtime wages,
3 meal period premium wages, and rest break premium wages owed to Plaintiff by Defendants at the
4 conclusion of Plaintiff's employment. On information and belief, Defendants' failure to timely pay
5 Plaintiff's final wages when Plaintiff's employment terminated was not a single, isolated incident,
6 but was instead consistent with Defendants' practices that applied, at times, to Plaintiff and some
7 of, but not necessarily all of, the Class and Aggrieved Employees.

8 20. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
9 some of, but not necessarily all of, the Class and Aggrieved Employees with accurate, itemized
10 wage statements showing all applicable hourly rates, and all gross and net wages earned (including
11 correct hours worked, correct wages for meal periods that were not provided in accordance with
12 California law, and correct wages for rest breaks that were not authorized and permitted to take in
13 accordance with California law). As a result of these violations of California Labor Code § 226(a),
14 the Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees suffered
15 injury because, among other things:

- 16 (a) the violations led them to believe that they were not entitled to be paid
17 minimum wage, straight time wages, overtime wages, meal period premium
18 wages, and rest break premium wages, even though some, but not necessarily
19 all, of them were entitled;
- 20 (b) the violations led them to believe that they had been paid the minimum wage,
21 straight time wages, overtime wages, meal period premium wages, and rest
22 break premium wages, even though some, but not necessarily all of them had
23 not been;
- 24 (c) the violations led them to believe they were not entitled to be paid minimum
25 wage, straight time wages, overtime wages, meal period premium wages,
26 and rest break premium wages at the correct California rate even though
27 some, but not necessarily all of them were entitled;
- 28 (d) the violations led them to believe they had been paid minimum wage,

1 straight time wages, overtime wages, meal period premium wages, and rest
2 break premium wages at the correct California rate even though some, but
3 not necessarily all of them had not been;

4 (e) the violations hindered them from determining the amounts of minimum
5 wage, straight time wages, overtime wages, meal period premium wages,
6 and rest break premium wages owed to some, but not necessarily all of them;

7 (f) in connection with their employment before and during this action, and in
8 connection with prosecuting this action, the violations caused them to have
9 to perform mathematical computations to determine the amounts of wages
10 owed to some, but not necessarily all of them, computations they would not
11 have to make if the wage statements contained the required accurate
12 information;

13 (g) by understating the wages truly due to some, but not necessarily all of them,
14 the violations caused some, but not necessarily all of them to lose entitlement
15 and/or accrual of the full amount of Social Security, disability,
16 unemployment, and other governmental benefits;

17 (h) the wage statements inaccurately understated the wages, hours, and wage
18 rates to which Plaintiff and some, but not necessarily all of the Class and
19 Aggrieved Employees were entitled, and Plaintiff and some, but not
20 necessarily all of the Class and Aggrieved Employees were paid less than
21 the wages and wage rates to which some, but not necessarily all of them were
22 entitled.

23 Thus, Plaintiff and some, but not necessarily all of the Class and Aggrieved Employees are owed
24 the amounts provided for in California Labor Code § 226(e).

25 21. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
26 some, but not necessarily all of the Class and Aggrieved Employees to pay expenses that they
27 incurred in direct discharge of their duties for Defendants. Plaintiff and some, but not necessarily
28 all, of the Class and Aggrieved Employees paid out-of-pocket for necessary employment-related

1 expenses. By way of example, Plaintiff was required to use his personal cell phone for work related
2 purposes, for which he was not reimbursed.

3 22. Plaintiff and some of the Class and Aggrieved Employees incurred substantial
4 expenses as a direct result of performing their job duties for Defendants, but Defendants failed to
5 indemnify Plaintiff and some of the Class and Aggrieved Employees for these employment-related
6 expenses.

7 **CLASS ACTION ALLEGATIONS**

8 23. Plaintiff brings certain claims individually, as well as on behalf of each and all other
9 persons similarly situated, and thus, seek class certification under California Code of Civil
10 Procedure § 382.

11 24. All claims alleged herein arise under California law for which Plaintiff seeks relief
12 authorized by California law.

13 25. The proposed Class consists of and is defined as:

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

17 26. At all material times, Plaintiff was a member of the Class.

18 27. Plaintiff undertakes this concerted activity to improve the wages and working
19 conditions of all Class Members.

20 28. There is a well-defined community of interest in the litigation and the Class is
21 readily ascertainable:

22 (a) Numerosity: The members of the Class (and each subclass, if any) are so
23 numerous that joinder of all members would be unfeasible and impractical.
24 The membership of the entire Class is unknown to Plaintiff at this time;
25 however, the Class is estimated to be greater than forty (40) individuals and
26 the identity of such membership is readily ascertainable by inspection of
27 Defendants' records.

28 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect

the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all Class Members' claims as demonstrated herein.

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

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

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might

1 damage their future endeavors through negative references and/or other
2 means. Class actions provide the class members who are not named in the
3 complaint with a type of anonymity that allows for the vindication of their
4 rights at the same time as their privacy is protected.

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

- 8 (a) Failed to pay Class Members for all hours worked, including minimum,
9 straight time, and overtime wages;
- 10 (b) Failed to provide meal periods and pay meal period premium wages to Class
11 Members;
- 12 (c) Failed to authorize and permit rest breaks and pay rest break premium wages
13 to Class Members;
- 14 (d) Failed to provide Class Members with timely final wages;
- 15 (e) Failed to provide Class Members with accurate wage statements;
- 16 (f) Failed to indemnify Class Members for expenditures; and
- 17 (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
18 result of their illegal conduct as described above.

19 30. This Court should permit this action to be maintained as a class action pursuant to
20 California Code of Civil Procedure § 382 because:

- 21 (a) The questions of law and fact common to the Class predominate over any
22 question affecting only individual Class Members;
- 23 (b) A class action is superior to any other available method for the fair and
24 efficient adjudication of the claims of the Class Members;
- 25 (c) The members of the Class are so numerous that it is impractical to bring all
26 members of the class before the Court;
- 27 (d) Plaintiff, and the other members of the Class, will not be able to obtain
28 effective and economic legal redress unless the action is maintained as a

1 class action;

2 (e) There is a community of interest in obtaining appropriate legal and equitable
3 relief for the statutory violations, and in obtaining adequate compensation
4 for the damages and injuries for which Defendants are responsible in an
5 amount sufficient to adequately compensate the members of the Class for
6 the injuries sustained;

7 (f) Without class certification, the prosecution of separate actions by individual
8 members of the Class would create a risk of:

9 1) Inconsistent or varying adjudications with respect to individual
10 members of the Class which would establish incompatible standards
11 of conduct for Defendants; and/or,

12 2) Adjudications with respect to the individual members which would,
13 as a practical matter, be dispositive of the interests of other members
14 not parties to the adjudications, or would substantially impair or
15 impede their ability to protect their interests, including but not
16 limited to the potential for exhausting the funds available from those
17 parties who are, or may be, responsible Defendants; and,

18 (g) Defendants have acted or refused to act on grounds generally applicable to
19 the Class, thereby making final injunctive relief appropriate with respect to
20 the class as a whole.

21 31. Plaintiff contemplates the eventual issuance of notice to the proposed members of
22 the Class and Aggrieved Employees that would set forth the subject and nature of the instant action.
23 The Defendants' own business records may be utilized for assistance in the preparation and
24 issuance of the contemplated notices. To the extent that any further notices may be required,
25 Plaintiff contemplates the use of additional techniques and forms commonly used in class actions,
26 such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof,
27 or by other methods suitable to the Class and Aggrieved Employees and deemed necessary and/or
28 appropriate by the Court.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Straight Time Wages for All Hours Worked

(Against All Defendants)

32. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 31 in this Complaint.

33. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

34. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

35. Accordingly, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

36. By and through the conduct described above, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

37. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees for their non-overtime hours worked without pay, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, the Class, and Aggrieved Employees, and which will be ascertained according to proof at trial.

38. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage

1 compensation due Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
2 Employees.

3 39. Pursuant to California Labor Code § 1194.2, Plaintiff and some of, but not
4 necessarily all of, the Class and Aggrieved Employees are entitled to recover liquidated damages
5 (double damages) for Defendants' failure to pay minimum wages.

6 40. California Labor Code § 204 requires employers to provide employees with all
7 wages due and payable twice a month. Throughout the statute of limitations period applicable to
8 this cause of action, Plaintiff, the Class, and Aggrieved Employees were entitled to be paid twice
9 a month at rates required by law, including minimum and straight time wages. However,
10 Defendants failed and refused to pay Plaintiff and some of, but not necessarily all of, the Class and
11 Aggrieved Employees all such wages due and failed to pay those wages twice a month.

12 41. Plaintiff, the Class, and Aggrieved Employees are also entitled to seek recovery of
13 all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs
14 pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

15 **SECOND CAUSE OF ACTION**

16 **Failure to Pay Overtime Wages**

17 **(Against All Defendants)**

18 42. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
19 1 through 31 in this Complaint.

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

23 44. California Labor Code §§ 1194 and 1198 provide that employees in California shall
24 not be employed more than eight hours in any workday unless they receive additional
25 compensation beyond their regular wages in amounts specified by law. Additionally, California
26 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
27 by the IWC is unlawful.

28 45. At all times relevant hereto, Plaintiff and some of, but not necessarily all of, the

1 Class and Aggrieved Employees have, at times, worked more than eight hours in a workday and/or
2 more than forty (40) hours in a workweek, as employees of Defendants.

3 46. At all times relevant hereto, Defendants failed to pay Plaintiff and some of, but not
4 necessarily all of, the Class and Aggrieved Employees overtime compensation for the hours they
5 have worked in excess of the maximum hours permissible by law as required by California Labor
6 Code §§ 510 and 1198.

7 47. By virtue of Defendants' unlawful failure to pay additional premium rate
8 compensation to the Plaintiff and some of, but necessarily all of, the Class and Aggrieved
9 Employees for their overtime hours worked, Plaintiff and some of, but not necessarily all of, the
10 Class and Aggrieved Employees have suffered, and will continue to suffer, damages in amounts
11 which are presently unknown to them, but which exceed the jurisdictional minimum of this Court
12 and which will be ascertained according to proof at trial.

13 48. By failing to keep adequate time records required by Labor Code § 1174(d),
14 Defendants have made it difficult to calculate the full extent of overtime compensation due to
15 Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees.

16 49. Plaintiff, the Class, and Aggrieved Employees also request recovery of overtime
17 compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor
18 Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum
19 as provided by the California Labor Code and/or other statutes.

20 50. California Labor Code § 204 requires employers to provide employees with all
21 wages due and payable twice a month. The Wage Orders also provide that every employer shall
22 pay to each employee, on the established payday for the period involved, overtime wages for all
23 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and some of,
24 but not necessarily all of, the Class and Aggrieved Employees with all compensation due, in
25 violation of California Labor Code § 204.

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THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Against All Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 31 in this Complaint.

52. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff, the Class, and Aggrieved Employees of all duty in order to take their first daily meal periods no later than at the end of Plaintiff, the Class, and Aggrieved Employees' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

53. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff and some, but not necessarily all of the Class and Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiff and some, but not necessarily all of the Class and Aggrieved Employees to take all meal periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

54. Under California law, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

Failure to Authorize and Permit Rest Breaks

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 31 in this Complaint.

1 56. Defendants are required by California law to authorize and permit breaks of ten
2 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
3 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
4 permit and authorize all employees to take paid rest breaks of ten minutes each for each 4-hour
5 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
6 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
7 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an
8 employer to require any employee to work during any rest break mandated under any Wage Order.

9 57. Despite these legal requirements, Defendants at times failed to authorize Plaintiff
10 and some of, but not necessarily all of, the Class and Aggrieved Employees to take rest breaks,
11 regardless of whether employees worked more than four hours in a workday. By their failure to
12 permit and authorize Plaintiff and some of, but not necessarily all of the Class and Aggrieved
13 Employees to take rest breaks as alleged above (or due to the fact that Defendants, at times, made
14 it impossible or impracticable to take these uninterrupted rest breaks), Defendants willfully
15 violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

16 58. Under California law, Plaintiff and some of, but not necessarily all of, the Class and
17 Aggrieved Employees are entitled to be paid one hour of premium wages rate for each workday
18 they were not provided with all required rest break(s), plus interest thereon.

19 **FIFTH CAUSE OF ACTION**

20 **Failure to Timely Pay Final Wages at Termination – Waiting Time Penalties**

21 **(Against All Defendants)**

22 59. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
23 1 through 31 in this Complaint.

24 60. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
25 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due
26 and payable immediately, and that if an employee voluntarily leaves his or her employment, his or
27 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
28 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or her wages at the time of quitting.

2 61. Within the applicable statute of limitations, the employment of many other members
3 of the Class and Aggrieved Employees ended, i.e., was terminated by quitting or discharge, and
4 the employment of others will be. However, during the relevant time period, Defendants, at times,
5 failed, and continue to fail, to pay some of, but not necessarily all of, the terminated Class Members
6 and Aggrieved Employees, without abatement, all wages required to be paid by California Labor
7 Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their
8 leaving Defendants' employ. Plaintiff does not allege that all of the Class Members and Aggrieved
9 Employees were so harmed.

10 62. Defendants' failure to pay some of, but not necessarily all of, the Class Members
11 and Aggrieved Employees who are no longer employed by Defendants their wages earned and
12 unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
13 employ, is in violation of California Labor Code §§ 201 and 202.

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

18 64. Pursuant to California Labor Code § 203, some of the Class and Aggrieved
19 Employees are entitled to recover from Defendants their additionally accruing wages for each day
20 they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum.

21 65. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class and
22 Aggrieved Employees are also entitled to an award of reasonable attorneys' fees, interest,
23 expenses, and costs incurred in this action.

24 **SIXTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

27 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
28 1 through 31 in this Complaint.

1 67. At all material times set forth herein, California Labor Code § 226(a) provides that
2 every employer shall furnish each of his or her employees an accurate itemized wage statement in
3 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
4 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
5 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
6 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
7 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
8 and the last four digits of his or her social security number or an employee identification number
9 other than a social security number, (8) the name and address of the legal entity that is the
10 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
11 number of hours worked at each hourly rate by the employee.

12 68. Defendants have, at times, intentionally and willfully failed to provide employees
13 with complete and accurate wage statements. The deficiencies include, among other things, the
14 failure to correctly identify the gross wages earned by Plaintiff and some of the Class and
15 Aggrieved Employees, the failure to list the true “total hours worked by the employee,” and the
16 failure to list the true net wages earned. Plaintiff does not allege that all of the Class Members and
17 Aggrieved Employees were so harmed.

18 69. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
19 some of, but not necessarily all of, the Class and Aggrieved Employees have suffered injury and
20 damage to their statutorily protected rights.

21 70. Specifically, Plaintiff and some of, but not necessarily all of, the Class and
22 Aggrieved Employees have been injured by Defendants’ intentional violation of California Labor
23 Code § 226(a) because Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
24 Employees were denied both their legal right to receive, and their protected interest in receiving,
25 accurate, itemized wage statements under California Labor Code § 226(a).

26 71. Calculation of the true wage entitlement for Plaintiff and some of, but not
27 necessarily all of, the Class and Aggrieved Employees is difficult and time consuming. As a result
28 of this unlawful burden, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved

1 Employees were also injured as a result of having to bring this action to attempt to obtain correct
2 wage information following Defendants' refusal to comply with many of the mandates of
3 California's Labor Code and related laws and regulations.

4 72. Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees
5 are entitled to recover from Defendants the greater of their actual damages caused by Defendants'
6 failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four
7 thousand dollars (\$4,000) per employee.

8 73. Plaintiff, the Class, and Aggrieved Employees are also entitled to injunctive relief,
9 as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant
10 to California Labor Code § 226(h).

11 **SEVENTH CAUSE OF ACTION**

12 **Failure to Indemnify Employees for Expenditures**

13 **(Against All Defendants)**

14 74. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
15 1 through 31 in this Complaint.

16 75. As set forth above, Plaintiff and some of, but not necessarily all of, the Class and
17 Aggrieved Employees were required to incur substantial necessary expenditures and losses in
18 direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

19 76. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
20 Plaintiff and some of, but not necessarily all of, the Class and Aggrieved Employees for necessary
21 expenditures and losses incurred in direct consequence of the discharge of their duties or of their
22 obedience to directions of Defendants.

23 77. As a result, Plaintiff and some of, but not necessarily all of, the Class and Aggrieved
24 Employees were damaged at least in the amounts of the expenses they paid, or which were deducted
25 by Defendants from their wages.

26 78. Plaintiff, the Class, and Aggrieved Employees are entitled to reasonable attorney's
27 fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant
28 to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, et seq.

(Against All Defendants)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 31 in this Complaint.

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

81. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members and Aggrieved Employees, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

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

Failure to Pay Minimum and Straight Time Wages

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

Failure to Pay Overtime Wages

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

Failure to Provide Meal Periods

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

Failure to Authorize and Permit Rest breaks

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

Failure to Indemnify Business Expenses

88. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

89. By and through their unfair, unlawful and/or fraudulent business practices described herein, Defendants, have obtained valuable property, money and services from Plaintiff, all persons similarly situated, and other aggrieved employees, and have deprived Plaintiff, all persons similarly situated, and other aggrieved employees, of valuable rights and benefits guaranteed by law, all to their detriment.

90. Plaintiff, the Class Members, and Aggrieved Employees suffered monetary injury as a direct result of Defendants' wrongful conduct.

91. Plaintiff, individually, on behalf of members of the putative Class, and on behalf of the State of California and other Aggrieved Employees, are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, the Class, and Aggrieved Employees have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff, the Class, and Aggrieved Employees are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

92. Plaintiff, individually, on behalf of members of the putative Class, and on behalf of the State of California and other Aggrieved Employees are further entitled to, and do, seek a

1 declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and
2 injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-
3 described unfair, unlawful and/or fraudulent business practices in the future.

4 93. Plaintiff, individually, on behalf of members of the putative Class, and on behalf of
5 the State of California and other Aggrieved Employees have no plain, speedy, and/or adequate
6 remedy at law to redress the injuries which the Class Members and Aggrieved Employees suffered
7 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
8 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
9 individually, on behalf of members of the putative Class, and on behalf of the State of California
10 and other Aggrieved Employees have suffered and will continue to suffer irreparable harm unless
11 the Defendants are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
12 business practices.

13 94. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
14 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
15 withholdings.

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

22 **NINTH CAUSE OF ACTION**

23 **Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 et** 24 **seq.**

25 **(Against All Defendants)**

26 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
27 1 through 31 in this Complaint.

28 ///

1 97. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable IWC Orders.

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

10 99. Plaintiff gave written notice by online filing pursuant to California Labor Code §
11 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
12 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
13 certain current and former Aggrieved Employees, or some of them, including the facts and theories
14 to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-
15 CM-1097125-25 (*Christian Montoya Ortega v. Elite Roofing Supply - SC, LLC, et al.*). The Labor
16 and Workforce Development Agency has not indicated that it intends to investigate Defendants’
17 Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover
18 penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
19 described in this Complaint. These penalties include, but are not limited to, penalties under
20 California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

21 100. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
22 of civil penalties individually, on behalf of the State of California and certain similarly Aggrieved
23 Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to
24 be shown according to proof at trial. These penalties are in addition to all other remedies permitted
25 by law.

26 101. In addition, Plaintiff seeks an award of reasonable attorneys’ fees and costs pursuant
27 to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be
28 entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

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

Class Certification

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

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;
8. For liquidated damages;
9. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
10. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
12. For unpaid wages at overtime wage rates as may be appropriate;
13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

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

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

As to the Third Cause of Action

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

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

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

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

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

As to the Fourth Cause of Action

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

22. For unpaid rest break premium wages as may be appropriate;

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

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

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

As to the Fifth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

27. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

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

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

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

As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

32. For all actual damages, according to proof;

33. For statutory penalties pursuant to California Labor Code § 226(e);

34. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

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

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

38. For unpaid wages or unreimbursed business expenses as may be appropriate;

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, and failing to authorize and permit rest breaks;

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

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

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

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

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendant violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for expenditures;

49. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the State of California, and all similarly aggrieved employees pursuant to PAGA;

50. Pre-judgment and post-judgment interest at the maximum rate allowed;

51. Attorneys' fees and costs reasonably incurred; and

52. Injunctive and declaratory relief to the extent allowed by PAGA.

As to all Causes of Action

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

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Dated: October 6, 2025

Respectfully submitted,

WILSHIRE LAW FIRM, PLC

By: 
JOHN G. YSLAS
WILLIAM M. PAO
REFUGIO ORTEGA-CARRILLO
Attorneys for *Plaintiff*
CHRISTIAN MONTOYA-ORTEGA

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 6, 2025

WILSHIRE LAW FIRM, PLC

By: 
JOHN G. YSLAS
WILLIAM M. PAO
REFUGIO ORTEGA-CARRILLO
Attorneys for *Plaintiff*
CHRISTIAN MONTOYA-ORTEGA

PROOF OF SERVICE

Montoya-Ortega v. Elite Roofing Supply - SC, LLC
Case No.: CVRI2407079

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Jonathan A. Valmeo, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa Street, Sky Lobby. Los Angeles, California 90017. My electronic service address is jonathan.valmeo@wilshirelawfirm.com.

On **October 6, 2025**, I served the foregoing: **FIRST AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT**, on the interested parties listed below by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

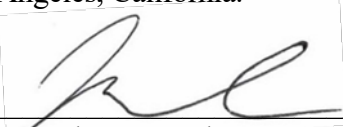
Seana Azad (SBN 307256)
sazad@grsm.com
Ta'Nekeo Marcus (SBN 339185)
tmarcus@grsm.com
GORDON REES SCULLY MANSUKHANI, LLC
100 Pringle Avenue, Ste. 200
Walnut Creek, CA 94596

Attorneys for *Defendant*
ELITE ROOFING SUPPLY - SC, LLC

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the person at the email addresses listed above using One Legal.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on **October 6, 2025**, at Los Angeles, California.


Jonathan A. Valmeo