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10 Attorneys for Plaintiff ESYLN ALEXI GUARDADO CARTAGENA,
11 individually and on behalf of others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ESLYN ALEXI GUARDADO
CARTAGENA, individually and on behalf of
all others similarly situated,

PLAINTIFF,

v.

MCGRATH CONTRACTING, INC., a
California corporation; PAUL MCGRATH,
INC., a California corporation; PAUL
MCGRATH CONTRACTING INC., an entity
of unknown form; PAUL MCGRATH, an
individual; and DOES 1 through 50, inclusive,

DEFENDANTS.

CASE NO.: 22STCV35174

*Assigned for all purposes to the Honorable Maren
Nelson; Dept. 17*

**CLASS ACTION AND REPRESENTATIVE
ACTION COMPLAINT FOR:**

- 1) FAILURE TO PAY OVERTIME (LABOR
CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS
AND/OR PAY MEAL PERIOD PREMIUMS
(LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT
REST BREAKS AND/OR PAY REST
BREAK PREMIUMS (LABOR CODE §
226.7)
- 4) FAILURE TO PAY MINIMUM WAGES
(LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL
WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND
ACCURATE WAGE STATEMENTS
(LABOR CODE § 226)
- 7) FAILURE TO REIMBURSE NECESSARY
BUSINESS EXPENSES (LABOR CODE §
2802)
- 8) UCL VIOLATIONS (BUS. & PROF. CODE
§§ 17200-17204);
- 9) PENALTIES PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

1 Plaintiff ESYLN ALEXI GUARDADO CARTAGENA (“Plaintiff”), individually, and on behalf
2 of others similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants MCGRATH CONTRACTING, INC., a
7 California corporation; PAUL MCGRATH, INC., a California corporation; PAUL MCGRATH
8 CONTRACTING INC., an entity of unknown form; PAUL MCGRATH, an individual; and DOES 1
9 through 50, inclusive (hereinafter also collectively referred to as “Defendants”) for California Labor
10 Code violations, unfair business practices, and monetary penalties stemming from Defendants’ failure
11 to pay overtime compensation, failure to provide compliant meal periods, failure to authorize and
12 permit compliant rest periods, failure to pay minimum wages, failure to timely pay final wages, failure
13 to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure
14 to reimburse necessary business-related expenses.

15 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf
16 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
17 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 19, below) pursuant
18 to California Code of Civil Procedure section 382. The monetary damages and restitution sought by
19 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according
20 to proof at trial.

21 3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of
22 himself and other current and former non-exempt employees of Defendants in the State of California
23 at any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the
24 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively
25 referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.*
26 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The
27 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
28 be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

PARTIES

7. Plaintiff is a resident of the State of California. At all times relevant to this action, Plaintiff was employed by Defendants in the County of Los Angeles, State of California as an hourly, non-exempt employee.

8. Defendant MCGRATH CONTRACTING, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California. Plaintiff is informed and believes that MCGRATH CONTRACTING INC. is a general contractor.

9. Defendant PAUL MCGRATH, INC., is and at all times herein mentioned was, a corporation organized and existing under the laws of the State of California, and registered to do business in the state of California.

10. Defendant PAUL MCGRATH CONTRACTING INC., is an entity of unknown form. Plaintiff is informed and believes that DEFENDANTS' wage statements furnished to Plaintiff and other Class Members identify "PAUL MCGRATH CONTRACTING INC." as the legal entity that is the employer.

11. Plaintiff is informed and believes, and thereon alleges, that Defendant PAUL MCGRATH, an individual, is an owner and Chief Executive Officer of Defendants MCGRATH CONTRACTING, INC., PAUL MCGRATH, INC., and PAUL MCGRATH CONTRACTING INC.

1 Plaintiff is informed and believes, and thereon alleges, that Defendant PAUL MCGRATH is a resident
2 of the State of California.

3 12. Plaintiff is ignorant of the identities of defendants Does 1 through 100, inclusive, and
4 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,
5 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
6 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
7 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
8 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,
9 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true
10 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each
11 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein
12 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.
13 Defendants MCGRATH CONTRACTING, INC.; PAUL MCGRATH, INC.; PAUL MCGRATH
14 CONTRACTING INC.; PAUL MCGRATH; and DOES 1 thorough 50 are collectively referred to
15 herein as "Defendants."

16 13. Defendants are and at all times herein mentioned were, (a) conducting business in the
17 County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the
18 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

19 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the
20 working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and
21 the Aggrieved Employees so as to make each of said Defendants employers and employers jointly
22 liable under the statutory provisions set forth herein.

23 15. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this
24 action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
25 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents,
26 partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was
27 dominated by his, her, or its codefendants, and each was the alter ego of the other.

28 16. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts

1 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
2 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
3 earned and due, through methods and schemes which include, but are not limited to: failing to pay
4 overtime; failing to provide meal periods and rest breaks; failing to properly maintain records; failing
5 to provide accurate itemized statements for each pay period; failing to timely pay final wages; failing
6 to pay timely wages during employment; and requiring, permitting, or suffering the employees to work
7 off the clock, in violation of the California Labor Code (“Labor Code”) and applicable Industrial
8 Welfare Commission (“IWC”) Wage Order(s).

9 17. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
10 Labor Code Section 558.1, Defendants and any person acting on behalf of Defendants are liable for
11 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
12 any order of the Industrial Welfare Commission, or Labor Code Sections 203, 226, 226.7, 1193.6, 1194,
13 or 2802.

14 **CLASS ACTION ALLEGATIONS**

15 18. Plaintiff brings the First through Eighth Causes of Action as a class action on his own
16 behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class
17 certification under Code of Civil Procedure section 382.

18 19. The proposed class is defined as follows: All current and former non-exempt employees
19 of any of the Defendants within the State of California at any time commencing four (4) years preceding
20 the filing of Plaintiff’s original complaint up until the time that notice of the certified class action is
21 provided to the class (hereinafter referred to as the “Class” or “Class Members”).

22 20. Plaintiff reserves the right to establish other subclasses as appropriate.

23 21. The Class is ascertainable and there is a well-defined community of interest in the
24 litigation:

- 25 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
26 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
27 time; however, the Class is estimated to be over fifty (50) individuals and the identity
28 of such membership is readily ascertainable by inspection of Defendants’ employment

1 records.

- 2 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
3 herein. Plaintiff and the Class members worked as hourly, non-exempt employees for
4 Defendants in California, including in various construction related positions at
5 Defendants' work-site locations. Plaintiff will fairly and adequately protect the interests
6 of the other Class Members with whom he has a well-defined community of interest.
7 Plaintiff and the other similarly situated Class Members were employed by Defendants
8 and shared similar job duties and responsibilities, were subjected to the same policies
9 and practices, and endured similar violations at the hands of Defendants.
- 10 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
11 Member, with whom he has a well-defined community of interest and typicality of
12 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
13 Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
14 governing class action discovery, certification, and settlement. Plaintiff has incurred,
15 and during the pendency of this action will continue to incur, costs and attorneys' fees,
16 that have been, are, and will be necessarily expended for the prosecution of this action
17 for the substantial benefit of each Class Member.
- 18 d. Superiority: A class action is superior to other available methods for the fair and
19 efficient adjudication of this litigation because individual joinder of all Class Members
20 is impractical.
- 21 e. Public Policy Considerations: Certification of this lawsuit as a class action will advance
22 public policy objectives. Current employees are often afraid to assert their rights out of
23 fear of direct or indirect retaliation. However, class actions provide the Class Members
24 who are not named in the complaint anonymity that allows for the vindication of their
25 rights.

26 22. There are common questions of law and fact as to the Class that predominate over
27 questions affecting only individual members. The following common questions of law or fact, among
28 others, exist as to the members of the Class:

- 1 a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
- 2 Members for all hours worked;
- 3 b. Whether Defendants required Plaintiff and the other Class Members to work more than
- 4 eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the
- 5 legally required overtime compensation to Plaintiff and the other Class Members;
- 6 c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest
- 7 periods or required Plaintiff and the other Class Members to work during meal and/or
- 8 rest periods without compensation;
- 9 d. Whether Defendants failed to pay meal period premium wages to Class Members when
- 10 they were not provided legally compliant meal periods;
- 11 e. Whether Defendants failed to pay rest period premium wages to Class Members when
- 12 they were not authorized and permitted to take legally compliant rest periods;
- 13 f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
- 14 the other Class Members for all hours worked, and for missed, short, late or interrupted
- 15 meal periods and rest breaks in violation of California law;
- 16 g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
- 17 within the time required upon their discharge or resignation from employment;
- 18 h. Whether Defendants' failure to pay wages, without abatement, or reduction, in
- 19 accordance with the California Labor Code was willful;
- 20 i. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
- 21 necessary business-related expenses and costs in violation of California Labor Code
- 22 section 2802;
- 23 j. Whether Defendants complied with wage statement reporting as required by the
- 24 California Labor Code, including Section 226;
- 25 k. Whether Defendants engaged in unfair business practices in violation of California
- 26 Business & Professions Code Section 17200, *et seq.* based on their improper
- 27 withholding of compensation and deduction of wages;
- 28 l. The appropriate amount of damages, restitution, and/or monetary penalties resulting

1 from Defendants' violation of California law; and

2 m. Whether Plaintiff and the other Class Members are entitled to compensatory damages
3 pursuant to the California Labor Code.

4 **GENERAL ALLEGATIONS**

5 23. Plaintiff is informed and believes that Defendants are general contractors that provide
6 construction services on residential projects in California. Defendants employed Plaintiff to work as a
7 full-time, hourly-paid laborer from approximately 2008 to June 2022.

8 24. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
9 Aggrieved Employees as hourly-paid or non-exempt employees.

10 25. Throughout the time period involved in this case, Defendants had the authority to hire
11 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly control work
12 rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class,
13 and the Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and
14 the Aggrieved Employees.

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

17 27. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
18 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As
19 set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the Class,
20 and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay them
21 for all hours worked, including minimum and overtime wages. Defendants also implemented policies
22 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual
23 time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages
24 owed. In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved
25 Employees to take timely and duty-free meal periods and rest periods in violation of California law,
26 and failed to pay associated meal and rest period premium wages. Defendants also failed to reimburse
27 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, failed to
28 provide accurate itemized wage statements for each pay period, and failed to timely pay all wages owed

1 during and upon termination of employment.

2 28. Throughout the time period involved in this case, Defendants have implemented policies
3 and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with timely
4 and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and the Aggrieved
5 Employees of all duties during their meal periods, regularly failed to relinquish control over Plaintiff,
6 the Class, and the Aggrieved Employees during their meal periods, regularly failed to permit Plaintiff,
7 the Class, and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
8 regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from taking thirty
9 (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
10 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work for
11 shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of meal
12 periods taken by Plaintiff, the Class, and the Aggrieved Employees.

13 29. Throughout the time period involved in this case, Defendants did not adequately inform
14 Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under California
15 law. Moreover, Defendants systematically disregarded their own written policies regarding the
16 provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved Employees. Instead,
17 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
18 Employees in a way that prohibited them from taking timely and duty-free meal periods, and to require
19 Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for which they
20 were not compensated.

21 30. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
22 Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
23 interrupted, or shortened in violation of California law. Defendants knew or should have known that
24 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or payment
25 of one additional hour of pay at their regular rate of pay when a meal period was missed, short, late,
26 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to provide legally
27 compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and routinely failed to
28 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate

1 of pay when a meal period was missed, short, late, and/or interrupted.

2 31. Throughout the time period involved in this case, Defendants have implemented policies
3 and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from taking timely
4 and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit Plaintiff, the
5 Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every shift
6 lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest periods for
7 every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to authorize, permit,
8 and provide such rest breaks in the middle of each work period.

9 32. Throughout the time period involved in this case, Defendants did not adequately inform
10 Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under California
11 law. Moreover, Defendants systematically disregarded their own written policies regarding the
12 provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved Employees. Instead,
13 Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the Aggrieved
14 Employees in a way that regularly prohibited them from taking timely and duty-free rest periods, and
15 to regularly require Plaintiff, the Class, and the Aggrieved Employees to work through their rest
16 periods.

17 33. Throughout the time period involved in this case, Defendants failed to pay Plaintiff, the
18 Class, and the Aggrieved Employees premium wages for rest periods that were missed, late, interrupted,
19 or shortened in violation of California law. Defendants knew or should have known that Plaintiff, the
20 Class, and the Aggrieved Employees were entitled to receive all rest periods or payment of one
21 additional hour of pay at their regular rate of pay when a rest period was missed, short, late, and/or
22 interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and permit
23 Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to pay one
24 additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular rate of pay
25 when a rest period was missed, short, late and/or interrupted.

26 34. Throughout the time period involved in this case, Defendants regularly required
27 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Plaintiff, the Class,
28 and the Aggrieved Employees were regularly required to perform uncompensated work off the clock

1 for which they were not compensated.

2 35. Throughout the time period involved in this case, Defendants implemented policies that
3 prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time
4 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.
5 In addition, Plaintiff is informed and believes that Defendants employed a rounding policy that was not
6 neutral and designed to consistently round time in Defendants' favor, ensuring that Plaintiff and the
7 Class were not paid for all time worked.

8 36. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved
9 Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

10 37. Throughout the time period involved in this case, Defendants regularly failed to pay all
11 overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they worked
12 in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in
13 excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week.
14 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
15 entitled to receive certain wages for overtime compensation and that they were not receiving wages for
16 overtime compensation.

17 38. Throughout the time period involved in this case, Defendants failed to pay overtime to
18 Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular rates
19 of pay correctly calculated to include all applicable remuneration.

20 39. Throughout the time period involved in this case, Defendants regularly failed to pay
21 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.
22 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
23 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
24 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter*
25 *alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum wage
26 pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to perform
27 work off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and the
28 Aggrieved Employees which resulted in the systematic underpayment of wages to Plaintiff, the Class,

1 and the Aggrieved Employees.

2 40. Throughout the time period involved in this case, Defendants regularly failed to pay
3 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
4 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
5 Employees were entitled to receive all wages owed to them upon termination within the time
6 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved
7 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
8 including overtime compensation and minimum wages within any time permissible under California
9 Labor Code section 202.

10 41. Throughout the time period involved in this case, Defendants regularly failed to pay
11 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
12 California law, including, *inter alia*, California Labor Code Section 204. Defendants knew or should
13 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
14 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
15 receive payment of all wages, including overtime compensation, minimum wages, and meal and rest
16 period premiums.

17 42. Throughout the time period involved in this case, Defendants regularly failed to provide
18 complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees. Defendants
19 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
20 receive complete and accurate wage statements in accordance with California law, but, in fact, they did
21 not receive complete and accurate wage statements from Defendants. The deficiencies included, *inter*
22 *alia*, the failure to include the total number of hours worked, the actual gross wages earned, and the
23 correct rates of pay. Further, on information and believe, throughout the time period involved in this
24 case, Defendants' wage statements furnished to Plaintiff, the Class, and the Aggrieved Employees
25 failed to correctly identify the name and address of the legal entity that is the employer.

26 43. Throughout the time period involved in this case, Defendants regularly failed to keep
27 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees. Defendants
28 knew or should have known that Defendants were required to keep complete and accurate time payroll

1 records for Plaintiff, the Class, and the Aggrieved Employees in accordance with California law, but,
2 in fact, did not keep complete and accurate time and payroll records.

3 44. Throughout the time period involved in this case, Defendants regularly failed to
4 maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work
5 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

6 45. Throughout the time period involved in this case, Defendants failed to reimburse
7 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
8 including but not limited to personal cellular phone usage. Defendants required Plaintiff and other
9 Class Members to use their personal cellular phones in the course of performing their required job
10 duties without reimbursement. Among other things, Defendants required Plaintiff and other Class
11 Members to use their personal cellular phones to respond to and communicate with Defendants'
12 managers and supervisors regarding work matters, including to take and send photographs at
13 construction project sites. Defendants knew or should have known that Defendants were required to
14 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses
15 and costs, but failed to do so in violation of California law.

16 46. Throughout the time period involved in this case, Defendants knew or should have
17 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant
18 to California law. Defendants had the financial ability to pay such compensation, but willfully,
19 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the
20 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
21 profits.

22 47. California Labor Code Section 218 states that nothing in Article 1 of the Labor Code
23 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
24 her] under this article."

25 **FIRST CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 510 and 1198)**

27 **(Against All Defendants)**

28 48. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every

1 allegation set forth above.

2 49. California Labor Code Section 1198 and the applicable Industrial Welfare Commission
3 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
4 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
5 number of hours worked by the person on a daily or weekly basis.

6 50. Specifically, the applicable IWC Wage Order provides that Defendants are and were
7 required to pay Plaintiff and the other Class Members employed by Defendants, and working more than
8 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
9 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

10 51. The applicable IWC Wage Order further provides that Defendants are and were required
11 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay for
12 all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8)
13 hours on the seventh day of work in a workweek.

14 52. California Labor Code Section 510 codifies the right to overtime compensation at one-
15 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty
16 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime
17 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
18 or in excess of eight (8) hours in a day on the seventh day of work.

19 53. During the relevant time period, Plaintiff and the other Class Members regularly worked
20 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

21 54. During the relevant time period, Defendants intentionally and willfully failed to pay
22 overtime wages owed to Plaintiff and the other Class Members.

23 55. Defendants’ failure to pay Plaintiff and the other Class Members the unpaid balance of
24 overtime compensation, as required by California laws, violates the provisions of California Labor
25 Code Sections 510 and 1198, and is therefore unlawful.

26 56. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
27 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

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1 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30)
2 minutes.

3 64. During the relevant time period, Defendants intentionally and willfully required Plaintiff
4 and the other Class Members to miss their meal periods and to take meal periods that were late,
5 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal
6 period premium for missed, shortened, late, or interrupted meal periods.

7 65. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
8 Members the full meal period premiums due pursuant to California Labor Code Section 226.7.

9 66. Defendants' conduct violates the applicable IWC Wage Order and California Labor
10 Code Sections 226.7 and 512(a).

11 67. Pursuant to the applicable IWC Wage Order and California Labor Code Section
12 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
13 hour of pay at the employee's regular rate of compensation for each work day that the meal period was
14 not provided.

15 **THIRD CAUSE OF ACTION**

16 **(Violation of California Labor Code § 226.7)**

17 **(Against All Defendants)**

18 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
19 allegation set forth above.

20 69. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
21 Section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

22 70. At all relevant times, California Labor Code Section 226.7 provides that no employer
23 shall require an employee to work during any rest period mandated by an applicable order of the
24 California IWC.

25 71. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
27 the middle of each work period" and that the "rest period time shall be based on the total hours worked
28 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the

1 total daily work time is less than three and one-half (3.5) hours.”

2 72. During the relevant time period, Defendants required Plaintiff and other Class Members
3 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each
4 four (4) hour period worked.

5 73. During the relevant time period, Defendants willfully required Plaintiff and the other
6 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to
7 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take
8 uninterrupted, duty-free rest breaks.

9 74. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
10 Members the full rest period premium due pursuant to California Labor Code Section 226.7 for work
11 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class
12 Members from taking uninterrupted rest periods.

13 75. Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code
14 section 226.7.

15 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
17 hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period
18 was not provided.

19 **FOURTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

21 **(Against All Defendants)**

22 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
23 allegation set forth above.

24 78. At all relevant times, California Labor Code Sections 1194, 1197, and 1197.1 provide
25 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum
26 so fixed is unlawful.

27 79. The applicable Wage Order(s), including Wage Order 16-2001, § 5(A) further states, in
28 relevant part, “All employer-mandated travel that occurs after the first location where the employee’s

1 presence is required by the employer shall be compensated at the employee's regular rate of pay or, if
2 applicable, the premium rate”

3 80. During the relevant time period, Defendants regularly failed to pay minimum wage to
4 Plaintiff and the other Class Members as required pursuant to California Labor Code Sections 1194,
5 1197, and 1197.1. Among other things, although Defendants maintained a common policy and practice
6 of requiring Plaintiff and Class Members to arrive at their respective foremen's residence no later than
7 6:00 a.m. Monday through Friday to begin work, including to travel to the company's warehouse to
8 pick up construction materials and supplies, or to travel to project sites, and to thereafter travel back to
9 their respective foremen's residence from the project site, Defendants did not pay Plaintiff and Class
10 Members for this time.

11 81. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as
12 required violates California Labor Code Sections 1194, 1197, and 1197.1. Pursuant to those sections,
13 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage
14 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal
15 to the wages unlawfully unpaid and interest thereon.

16 82. Pursuant to California Labor Code Section 1194.2, Plaintiff and the other Class
17 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
18 and interest thereon.

19 **FIFTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 201, 202, 203)**

21 **(Against All Defendants)**

22 83. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
23 allegation set forth above.

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

1 entitled to his or her wages at the time of quitting.

2 85. During the relevant time period, the employment of Plaintiff and many other Class
3 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally
4 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by
5 Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight
6 time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of
7 their leaving Defendants' employ.

8 86. Defendants' failure to pay Plaintiff and other Class Members who are no longer
9 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
10 Defendants' employ, is in violation of California Labor Code Sections 201 and 202.

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

15 88. Plaintiff and other Class Members who are no longer employed by Defendants are
16 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to
17 a thirty (30) day maximum pursuant to California Labor Code Section 203.

18 **SIXTH CAUSE OF ACTION**

19 **(Violation of California Labor Code § 226(a))**

20 **(Against All Defendants)**

21 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
22 allegation set forth above.

23 90. At all material times set forth herein, California Labor Code Section 226(a) provides
24 that every employer shall furnish each of its employees an accurate itemized statement in writing
25 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
26 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee may be aggregated
28 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the

1 employee is paid, (7) the name of the employee and his or her social security number, (8) the name and
2 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the
3 pay period and the corresponding number of hours worked at each hourly rate by the employee. The
4 deductions made from payments of wages shall be recorded in ink or other indelible form, properly
5 dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall
6 be kept on file by the employer for at least three years at the place of employment or at a central location
7 within the State of California.

8 91. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with
9 complete and accurate wage statements. The deficiencies include, but are not limited to the failure list
10 the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

11 92. Because of Defendants' violation of California Labor Code Section 226(a), Plaintiff and
12 the Class have suffered injury and damage to their statutorily-protected rights.

13 93. More specifically, Plaintiff and the Class have been injured by Defendants' intentional
14 and willful violation of California Labor Code Section 226(a) because they were denied both their legal
15 right to receive, and their protected interest in receiving, accurate and itemized wage statements
16 pursuant to California Labor Code Section 226(a).

17 94. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual
18 damages caused by Defendants' failure to comply with California Labor Code Section 226(a), or an
19 aggregate penalty not exceeding four thousand dollars per employee.

20 95. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with
21 this section, pursuant to California Labor Code Section 226(g).

22 **SEVENTH CAUSE OF ACTION**

23 **(Violation of California Labor Code §§ 2800 and 2802)**

24 **(Against All Defendants)**

25 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
26 allegation set forth above.

27 97. Pursuant to California Labor Code Sections 2800 and 2802, an employer must reimburse
28 its employee for all necessary expenditures incurred by the employee in direct consequence of the

1 discharge of his or her job duties or in direct consequence of his or her job duties or in direct
2 consequence of his or her obedience to the directions of the employer.

3 98. Plaintiff and the Class incurred necessary business-related expenses and costs that were
4 not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related
5 expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a
6 result of, including but not limited to, simple negligence.

7 99. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class
8 for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from
9 Defendants their business-related expenses and costs incurred during the course and scope of their
10 employment, plus interest accrued from the date on which the employee incurred the necessary
11 expenditures at the same rate as judgments in civil actions in the State of California.

12 **EIGHTH CAUSE OF ACTION**

13 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

14 **(Against All Defendants)**

15 100. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
16 allegation set forth above.

17 101. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful
18 and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly,
19 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of
20 Civil Procedure section 1021.5.

21 102. Defendants' activities as alleged herein are violations of California law, and constitute
22 unlawful business acts and practices in violation of California Business & Professions Code Section
23 17200, *et seq.*

24 103. Plaintiff is a "person" within the meaning of Business & Professions Code Section
25 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief,
26 restitution, and other appropriate equitable relief.

27 104. A violation of California Business & Professions Code Section 17200, *et seq.* may be
28 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and

1 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper
2 compensation violate California Labor Code Sections 510 and 1198. Additionally, Defendants'
3 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work
4 without legally compliant meal periods and rest breaks violate California Labor Code Sections 226.7
5 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and
6 the Class violate California Labor Code sections 201, 202, and 203.

7 105. Defendants also violated California Labor Code Sections 204, 226(a), 1194, 1197,
8 1197.1, 510, 1174(d), 2800, and 2802.

9 106. Wage-and-hour laws express fundamental public policies. Paying employees their
10 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
11 policies of California. Labor Code Section 90.5(a) sets forth the public policies of this State vigorously
12 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
13 under unlawful conditions, and to protect law-abiding employers and their employees from competitors
14 who lower costs to themselves by failing to comply with fair labor standards. Through the conduct
15 alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific
16 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
17 violation of Business & Professions Code § 17200 et seq.

18 107. As a result of the herein described violations of California law, Defendants unlawfully
19 gained an unfair advantage over other businesses.

20 108. Plaintiff and the Class have been personally injured by Defendants' unlawful business
21 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or
22 property.

23 109. Pursuant to California Business & Professions Code Sections 17200, *et seq.*, Plaintiff
24 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a
25 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees
26 pursuant to California Code of Civil Procedure Section 1021.5 and other applicable laws; and an award
27 of costs.

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1 **NINTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, et seq.)**

3 **(Against All Defendants)**

4 110. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every
5 allegation set forth above.

6 111. Plaintiff brings his Ninth Cause of Action as a representative action on behalf of himself
7 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private
8 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

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

16 113. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
17 committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee”
18 under PAGA.

19 114. As set forth in detail above, during all times relevant to this Action, Defendants have
20 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 21 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
22 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
23 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation
24 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
25 c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
26 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour
27 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
28 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take

1 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
2 additional hour of premium pay for rest period violations in violation of Labor Code §§
3 226.7 and 512.

- 4 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
5 employment in violation of Labor Code § 203.
- 6 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
7 employment in violation of Labor Code § 204.
- 8 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
9 itemized wage statements in violation of Labor Code § 226.
- 10 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
11 work periods, meal periods, total daily hours, hours per pay period, total wages and
12 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
13 applicable IWC Wage Order.
- 14 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
15 related expenses in violation of Labor Code §§ 2800 and 2802.

16 115. California Labor Code Sections 2699 and 2699.5, Plaintiff, individually and on behalf of
17 himself and the Aggrieved Employees and the State of California, requests and is entitled to recover
18 penalties against Defendants for the Labor Code violations described above, including but not limited
19 to penalties under California Code of Regulations Title 8 section 11050, penalties under California
20 Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all
21 additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact
22 amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

23 116. Pursuant to Labor Code § 2699.3, on October 26, 2022, Plaintiff, through his counsel of
24 record, gave written notice by online filing with the Labor and Workforce Development Agency
25 (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and
26 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
27 violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid
28 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends

1 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have
2 fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf himself and other
3 Aggrieved Employees pursuant to Labor Code § 2699.3.

4 117. Plaintiff was compelled to retain the services of counsel to file this court action to protect
5 his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by
6 Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor
7 Code § 2699(g)(1), and any other applicable statute.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
10 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,
11 jointly and severally, as follows:

12 **Class Certification**

- 13 1. That this action be certified as a class action;
14 2. That Plaintiff be appointed as the representative of the Class;
15 3. That counsel for Plaintiff be appointed as Class Counsel; and
16 4. That Defendants provide to Class Counsel immediately the names and most current/last
17 known contact information (address, e-mail and telephone numbers) of all class members.

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

- 19 5. That the Court declare, adjudge and decree that Defendants violated California Labor
20 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
21 wages due to Plaintiff and other Class Members;

- 22 6. For general unpaid wages at overtime wage rates and such general and special damages
23 as may be appropriate;

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

- 26 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
27 Labor Code section 1194; and

- 28 9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

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

13. For premium wages pursuant to California Labor Code Section 226.7;

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

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

16. For such other and further relief as the Court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

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

20. For premium wages pursuant to California Labor Code Section 226.7;

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

and

22. For such other and further relief as the Court may deem just and proper.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code Sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code Section 1197.1 for

1 Plaintiff and the Class in the amount as may be established according to proof at trial;

2 26. For pre-judgment interest on any unpaid compensation from the date such amounts were
3 due;

4 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
5 Labor Code section 1194(a);

6 28. For liquidated damages pursuant to California Labor Code Section 1194.2; and

7 29. For such other and further relief as the Court may deem just and proper.

8 **As to the Fifth Cause of Action**

9 30. That the Court declare, adjudge and decree that Defendants violated California Labor
10 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
11 termination of the employment of Plaintiff and other Class Members no longer employed by
12 Defendants;

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

14 32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
15 and other Class Members who have left Defendants' employ;

16 33. For pre-judgment interest on any unpaid compensation from the date such amounts were
17 due; and

18 34. For such other and further relief as the Court may deem just and proper.

19 **As to the Sixth Cause of Action**

20 35. That the Court declare, adjudge and decree that Defendants violated the record keeping
21 provisions of California Labor Code Section 226(a) and applicable IWC Wage Orders as to Plaintiff
22 and the Class, and willfully failed to provide accurate itemized wage statements thereto;

23 36. For actual, consequential and incidental losses and damages, according to proof;

24 37. For statutory penalties pursuant to California Labor Code Section 226(e); and

25 38. For such other and further relief as the Court may deem just and proper.

26 **As to the Seventh Cause of Action**

27 39. That the Court declare, adjudge and decree that Defendants violated California Labor
28 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary

1 business-related expenses as required by California Labor Code Sections 2800 and 2802;

2 40. For actual, consequential and incidental losses and damages, according to proof;

3 41. For the imposition of civil penalties and/or statutory penalties;

4 42. For reasonable attorneys' fees and costs of suit incurred herein; and

5 43. For such other and further relief as the Court may deem just and proper.

6 **As to the Eighth Cause of Action**

7 44. That the Court declare, adjudge and decree that Defendants violated California Business
8 and Professions Code Sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime
9 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing
10 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class
11 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by
12 violating California Labor Code Sections 226(a), 1174(d), 2800, and 2802;

13 45. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest
14 from the day such amounts were due and payable;

15 46. For the appointment of a receiver to receive, manage and distribute any and all funds
16 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
17 of violation of California Business and Professions Code Sections 17200, *et seq.*;

18 47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
19 Code of Civil Procedure Section 1021.5;

20 48. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business and Professions Code Sections 17200, *et seq.*; and

22 49. For such other and further relief as the Court may deem just and proper.

23 **As to the Ninth Cause of Action**

24 50. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

25 51. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
26 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or
27 other applicable statutes; and

28 52. For such other relief as the Court deems just and proper.

1 DATED: December 21, 2022

2 Respectfully submitted,

3 **PROXY LAW FIRM LLP**

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6 _____
7 Hengameh S. Safaei
8 Attorneys for Plaintiff ESLYN ALEXI
9 GUARDADO CARTAGENA, individually
10 and on behalf of others similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial with respect to all issues triable of right by jury.

DATED: December 21, 2022

Respectfully submitted,

PROXY LAW FIRM LLP



Hengameh S. Safaei
Attorneys for Plaintiff ESLYN ALEXI
GUARDADO CARTAGENA, individually
and on behalf of others similarly situated