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IGNACIO DUENAS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

IGNACIO DUENAS, individually, and on behalf
of other members of the general public similarly
situated,

Plaintiff,

vs.

BELCAN ENGINEERING GROUP, LLC; PPG
INDUSTRIES, INC.; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 22STCV34198

Assigned to the Hon. Elaine Lu, Dept. 9

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 *ET*.
*SEQ.***

- 1. Violation of California Labor Code
Sections 510 and 1198 (Unpaid
Overtime);**
- 2. Violation of California Labor Code
Sections 1194, 1197, and 1197.1
(Unpaid Minimum Wages);**
- 3. Violation of California Labor Code
Sections 226.7 and 512 (Unpaid Meal
Period Premiums);**

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4. **Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);**
5. **Violation of California Labor Code Sections 226(a)&(b) (Failure to Provide Accurate Wage Statements);**
6. **Violation of California Labor Code Sections 204 and 210 (Wages Not Timely Paid During Employment)**
7. **Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);**
8. **Violation of Labor Code 2802 (Failure to Reimburse Business Expenses);**
9. **Violation of California Business and Professions Code Sections 17200 *et seq.* (Unfair and Unlawful Business Practices); and**
10. **Violation of Cal. Labor Code §§ 2698, *et. seq.* (Private Attorneys General Act)**

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff IGNACIO DUENAS (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This is a class action is brought pursuant to California Code of Civil Procedure section 382.

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either 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. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Los Angeles.

THE PARTIES

6. At all times herein mentioned, Plaintiff IGNACIO DUENAS was a resident of Los Angeles County in the State of California.

7. At all times herein mentioned, Defendant BELCAN ENGINEERING GROUP, LLC; was and is, upon information and belief, an employer whose employees are engaged throughout Los Angeles County and the State of California.

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1 8. At all times herein mentioned, Defendant PRC-DESOTO INTERNATIONAL, INC.;

2 was and is, upon information and belief, an employer whose employees are engaged throughout Los

3 Angeles County and the State of California

4 9. At all times herein mentioned, Defendant SIERRACIN/SYLMAR CORPORATION

5 was and is, upon information and belief, an employer whose employees are engaged throughout Los

6 Angeles County and the State of California.

7 10. At all times herein mentioned, Defendant BELCAN SERVICES GROUP, LP was and

8 is, upon information and belief, an employer whose employees are engaged throughout Los Angeles

9 County and the State of California

10 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under

11 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and

12 serve such fictitiously named Defendants once their names and capacities become known.

13 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and

14 omissions alleged herein were performed by, or are attributable to, BELCAN ENGINEERING

15 GROUP, LLC, PRC-DESOTO INTERNATIONAL, INC., SIERRACIN/SYLMAR

16 CORPORATION, BELCAN SERVICES GROUP, LP and/or DOES 1 through 25 (collectively

17 “Defendants”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in

18 concert with, each of the other co-Defendants and within the course and scope of such agency,

19 employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The

20 acts of any and all Defendants represent and were in accordance with Defendants’ official policy.

21 13. At all relevant times, Defendants were the employers of Plaintiff within the meaning

22 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the

23 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make

24 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

25 14. Defendants had the authority to hire and terminate Plaintiff and the other class

26 members and aggrieved employees, to set work rules and conditions governing Plaintiff and the

27 other class members’ and aggrieved employees’ employment, and to supervise their daily

28 employment activities.

15. Defendants exercised sufficient authority over the terms and conditions of Plaintiff and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiff and the other class members and aggrieved employees.

16. Defendants directly hired and paid wages and benefits to Plaintiff and the other class members and aggrieved employees.

17. Defendants continue to employ hourly paid and/or non-exempt employees within the State of California.

18. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

19. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

20. Defendants, jointly and severally, employed Plaintiff IGNACIO DUENAS as a chemical operator between approximately May 2021 and February 2022 at its location in Mojave, California.

21. Defendants hired Plaintiff and the other class members and aggrieved employees but failed to properly pay them all wages owed for all hours worked, including minimum, regular, overtime, double time, on-call time, reporting time and paid sick leave, , failed to provide all meal and rest breaks to which they were entitled, failed to timely pay wages during employment, failed to timely pay wages upon termination of employment, failed to provide accurate wage statements, failed to maintain accurate payroll records, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

22. Plaintiff and the other class members and aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

1 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
3 IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to
4 receive certain wages for overtime compensation and that they were not receiving certain wages for
5 overtime compensation.

6 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
8 applicable IWC Wage Order, Plaintiff and the other class members and aggrieved employees were
9 entitled to receive at least minimum wages for all hours worked and that they were not receiving
10 minimum wages for all hours worked.

11 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
12 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
13 IWC Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to
14 receive a meal period or payment of one (1) additional hour of pay at their regular rate of compensation
15 when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for
16 a work period of more than five hours per day and that Plaintiff and the other class members and
17 aggrieved employees were entitled to receive a second meal period or payment of one (1) additional
18 hour of pay at their regular rate of compensation when they were not provided with an uninterrupted
19 second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours
20 per day. However, Plaintiff and the other class members and aggrieved employees did not receive all
21 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation when
22 a meal period was missed, shortened, taken late, and/or interrupted.

23 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
24 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
25 Wage Order, Plaintiff and the other class members and aggrieved employees were entitled to receive
26 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
27 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
28 four hours, or major fraction thereof, worked. However, Plaintiff and the other class members and

1 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
2 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
3 interrupted.

4 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
5 or should have known that they were required to provide Plaintiff and the other class members and
6 aggrieved employees with complete and accurate itemized wage statements pursuant to California
7 Labor Code section 226 but failed to do so.

8 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
9 should have known that Plaintiff and the other class members and aggrieved employees were entitled
10 to timely receive all wages due during employment, including, without limitation, overtime and double
11 time wages, minimum wages, regular wages, on-call time, reporting time, paid sick leave, meal period
12 premium wages, and rest period premium wages, and that they did not timely receive payment of all
13 wages during their employment in violation of California Labor Code sections 204 and 210.

14 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
15 should have known that Plaintiff and the other class members and aggrieved employees were entitled
16 to receive all wages upon termination of employment, including, without limitation, overtime and
17 double time wages, minimum wages, regular wages, on-call time, reporting time, paid sick leave, meal
18 period premium wages, and rest period premium wages, and that they did not receive payment of all
19 wages upon termination of employment in violation of California Labor Code sections 201 and 202.

20 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
21 should have known that Plaintiff and the other class members and aggrieved employees were entitled
22 to receive reimbursement for reasonable and necessary business expenses pursuant to California Labor
23 Code Section 2800 and 2802.

24 **CLASS ACTION ALLEGATIONS**

25 31. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
26 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
27 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
28 superiority requirements under California Code of Civil Procedure section 382.

1 32. The proposed class is defined as follows:

2 All current and former hourly-paid and/or non-exempt employees who worked for
3 Defendants in the State of California at any time during the period from four years prior
4 to the date of the filing of the original Complaint until final judgment.

5 33. Plaintiff reserves the right to establish additional subclasses as appropriate.

6 34. There is a well-defined community of interest in the litigation and the Class is easily
7 ascertainable.

8 35. The Class is so numerous that the individual joinder of all its members is impracticable.
9 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
10 numbers of class members and their identities can be ascertained through appropriate discovery from
11 records maintained by Defendants and their agents.

12 36. Common questions of fact and law exist as to all class members, which predominate
13 over any questions affecting only individual members of the Class. The common legal and factual
14 questions which do not vary from class member to class member and which may be determined
15 without reference to the individual circumstances of any class member include, but are not limited to,
16 the following:

- 17 i. Whether Defendants had a policy and practice of failing to pay overtime and double
18 time wages to Plaintiff and the other class members for all overtime hours worked;
19 ii. Whether Defendants had a policy and practice of failing to pay minimum and regular
20 wages to Plaintiff and the other class members for all hours worked;
21 iii. Whether Defendants had a policy and practice of failing to pay on-call time, reporting
22 time and paid sick leave;
23 iv. Whether Defendants had a policy and practice of failing to provide meal periods to
24 Plaintiff and the other class members;
25 v. Whether Defendants had a policy and practice of failing to provide rest periods to
26 Plaintiff and the other class members;
27 vi. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
28 the State of California for all hours worked, and for all missed, short, late, and/or

- 1 interrupted meal periods and rest breaks;
- 2 vii. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class
- 3 members during their employment;
- 4 viii. Whether Defendants' failure to pay wages, without abatement or reduction, in
- 5 accordance with the California Labor Code, was willful;
- 6 ix. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
- 7 within the required time upon their discharge or resignation;
- 8 x. Whether Defendants failed to comply with wage reporting as required by the California
- 9 Labor Code; including, *inter alia*, section 226;
- 10 xi. Whether Defendants failed to reimburse for reasonable and necessary business
- 11 expenses;
- 12 xii. Whether Defendants' conduct was willful or reckless;
- 13 xiii. Whether Defendants engaged in unfair business practices in violation of
- 14 California Business & Professions Code section 17200, *et seq.*;
- 15 xiv. The appropriate amount of damages, restitution, and/or monetary penalties
- 16 resulting from Defendants' violation of California law; and
- 17 xv. Whether Plaintiff and the other class members are entitled to compensatory damages
- 18 pursuant to the California Labor Code.

19 37. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are

20 coincident with and not antagonistic to those of the other class members Plaintiff seeks to

21 represent. Plaintiff will fairly and adequately protect the interests of the members of the Class.

22 Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to

23 prosecute this action vigorously.

24 38. A class action is superior to other available methods for the fair and efficient

25 adjudication of this controversy, since individual litigation of the claims of all class members is

26 impracticable. Even if every class member could afford individual litigation, the court system could

27 not. It would be unduly burdensome on the courts in which individual litigation of numerous cases

28 would proceed. Individualized litigation would also present the potential for varying, inconsistent or

1 contradictory judgments and would magnify the delay and expense to all parties and to the court
2 system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of
3 this action as a class action, with respect to some or all of the issues presented in this Complaint,
4 presents fewer management difficulties, conserves the resources of the parties and of the court system,
5 and protects the rights of each class member.

6 39. Certification of this lawsuit as a class action will advance public policy
7 objectives. Employers of this great state violate employment and labor laws every day. Current
8 employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However,
9 class actions provide the class members who are not named in the complaint anonymity that allows
10 for the vindication of their rights.

11 **PAGA ALLEGATIONS**

12 36. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by
13 Defendants.

14 37. At all times set forth herein, PAGA provides that any provision of law under the
15 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
16 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
17 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
18 brought by an aggrieved employee on behalf of himself and other current or former employees
19 pursuant to procedures outlined in California Labor Code section 2699.3.

20 38. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
21 any person that was employed by the alleged violator and against whom one or more of the alleged
22 violations was committed.

23 39. Plaintiff was employed by Defendants and the alleged violations were committed
24 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
25 the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c)
26 in that they are current or former employees of Defendants and one of more of the alleged violations
27 were committed against them.

28 40. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,

1 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
2 have been met:

3 (a) The aggrieved employee shall give written notice by certified mail
4 (hereinafter "Employee's Notice") to the LWDA and the employer of the
5 specific provisions of the Labor Code alleged to have been violated, including
6 the facts and theories to support the alleged violations.

7 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
8 employer and the aggrieved employee by certified mail that it does not intend to
9 investigate the alleged violation within sixty (60) calendar days of the postmark
10 date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the
11 LWDA Notice is not provided within sixty-five (65) calendar days of the
12 postmark date of the Employee's Notice, the aggrieved employee may
13 commence a civil action pursuant to California Labor Code section 2699 to
14 recover civil penalties in addition to any other penalties to which the employee
15 may be entitled.

16 41. On October 14, 2022, Plaintiff provided notice by electronic submission to the LWDA
17 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
18 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
19 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
20 providing the Employee's Notice.

21 42. Therefore, the administrative prerequisites under California Labor Code section
22 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
23 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
24 1197.1, 1198, and the IWC Wage Orders have been satisfied.

25 **FIRST CAUSE OF ACTION**

26 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

27 **(Against All Defendants)**

28 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the

1 allegations in all preceding paragraphs.

2 44. 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 45. Specifically, the applicable IWC Wage Order provides that Defendants were required
7 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
8 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

9 46. The applicable IWC Wage Order further provides that Defendants were required to pay
10 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
11 rate of pay for all hours worked in excess of twelve (12) hours in a day.

12 47. California Labor Code section 510 codifies the right to overtime compensation at one-
13 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
14 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
15 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
16 in a day or in excess of eight (8) hours in a day on the seventh day of work.

17 48. During the relevant time period, Plaintiff and the other class members regularly worked
18 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
19 (40) hours in a week. However, Defendants did not record Plaintiff’s and the other class members’
20 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
21 and the other class members. Defendants’ failure to pay overtime wages included, *inter alia*, amongst
22 other things, requiring Plaintiff and the other class members to respond to Defendants and work-related
23 requests during purported meal breaks; perform work before clocking in at the start of their shift,
24 including but not limited to donning uniforms and protective equipment (“PPE”) as well as waiting
25 for COVID-19 temperature checks; and perform work after clocking out at the end of their shift,
26 including but not limited to responding to Defendants’ work-related questions and calls, as well as
27 doffing PPE.

28 49. Defendants’ failure to pay Plaintiff and the other class members as outlined above

violates California Labor Code sections 510 and 1198 and is therefore unlawful.

50. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1

(Against All Defendants)

51. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

52. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours they worked. Plaintiff and the other class members were not paid the minimum wage for work performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to pay Plaintiff and the other class members for time spent working “off-the-clock” performing duties including, but not limited to, amongst other things, requiring Plaintiff and the other class members to respond to Defendants and work-related requests during purported meal breaks; perform work before clocking in at the start of their shift, including but not limited to donning uniforms and protective equipment (“PPE”) as well as waiting for COVID-19 temperature checks; and perform work after clocking out at the end of their shift, including but not limited to responding to Defendants’ work-related questions and calls, as well as doffing PPE.

53. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other class members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

54. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197, 1197.1 and 1197.5. Pursuant to those

1 sections, Plaintiff and the other class members are entitled to recover the unpaid balance of their
2 minimum wage compensation, as well as interest, costs, and attorney's fees.

3 55. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
4 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
5 and interest thereon.

6 **THIRD CAUSE OF ACTION**

7 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

8 **(Against All Defendants)**

9 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in all preceding paragraphs.

11 57. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
12 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members'
13 employment by Defendants.

14 58. At all relevant times herein set forth, California Labor Code section 226.7 provides that
15 no employer shall require an employee to work during any meal period mandated by an applicable
16 IWC Order.

17 59. At all relevant times herein set forth, California Labor Code section 512(a) provides
18 that an employer may not require, cause, or permit an employee to work for a period of more than five
19 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
20 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
21 the meal period may be waived by mutual consent of both the employer and the employee.

22 60. During the relevant time period, Plaintiff and the other class members who were
23 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
24 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
25 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

26 61. During the relevant time period, Plaintiff and the other class members
27 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
28 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)

minutes.

62. During the relevant time period, Plaintiff and the other class members, who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

63. During the relevant time period, Plaintiff and the other class members, who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

64. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during meal periods and failed to compensate Plaintiff and the other class members for work performed during meal periods. As a result, Plaintiff worked through meal periods, took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

65. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all meal period premiums due pursuant to California Labor Code section 226.7 and 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code sections 226.7 and 512(a).

66. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a meal period was not provided.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226.7

(Against All Defendants)

67. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

68. At all relevant times herein set forth, the applicable IWC Wage Order and California

1 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
2 Defendants.

3 69. At all relevant times, California Labor Code section 226.7 provides that no employer
4 shall require an employee to work during any rest period mandated by an applicable order of the
5 California IWC.

6 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
7 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
8 the middle of each work period" and that the "rest period time shall be based on the total hours worked
9 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
10 the total daily work time is less than three and one-half (3½) hours.

11 71. Pursuant to the applicable IWC Wage Order and California Labor Code section
12 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
13 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period
14 was not provided.

15 72. During the relevant time period, Defendants required Plaintiff and the other class
16 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
17 minute rest period per each four (4) hour period, or major fraction thereof, worked.

18 73. During the relevant time period, Defendants willfully required Plaintiff and the other
19 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
20 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
21 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
22 at all.

23 74. Defendants also had no policy and/or practice to pay a premium when rest periods were
24 missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members the
25 full rest period premium due in violation of California Labor Code section 226.7.

26 75. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
27 Code section 226.7.

28 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section

1 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
2 hour of pay at their regular rate of compensation for each work day that a rest period was not
3 provided.

4 FIFTH CAUSE OF ACTION
5 VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210
6 **Failure to Timely Pay Wages During Employment**
7 **(Against All Defendants)**

8 77. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

9 78. California Labor Code section 204 provides that all wages earned by any person in any
10 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
11 due upon termination of an employee, are due and payable between the 16th and 26th day of the month
12 during which the labor was performed.

13 79. California Labor Code section 204 provides that all wages earned by any person in any
14 employment between the 16th and the last day, inclusive, of any calendar month, other than those
15 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
16 the following month.

17 80. California Labor Code section 204 provides that all wages earned for labor in excess
18 of the normal work period shall be paid no later than the payday for the next regular payroll period.

19 81. As a result of the violations set forth in detail above (failure to pay overtime, failure to
20 pay minimum wages, meal break violations and rest break violations), Defendants intentionally and
21 willfully failed to timely pay Plaintiff and other class members all wages due to them within the period
22 permissible under California Labor Code section 204.

23 82. Plaintiff and other class members are entitled to recover all available remedies for
24 Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to
25 Labor Code section 210(b).

1 **SIXTH CAUSE OF ACTION**

2 **VIOLATION OF LABOR CODE SECTION 226(a)&(b)**

3 **(Against All Defendants)**

4 83. Plaintiff incorporates herein by specific reference, as though fully set forth, the
5 allegations in all preceding paragraphs.

6 84. At all material times set forth herein, California Labor Code section 226(a) provides
7 that every employer shall furnish each of his or her employees an accurate itemized wage statement
8 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
9 total hours worked, and all applicable hourly rates.

10 85. Defendants have intentionally and willfully failed to provide Plaintiff and the other
11 class members with complete and accurate wage statements. The deficiencies include, among other
12 things, the failure to state all hours worked and the failure to state all hourly rates.

13 86. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
14 and the other class members have suffered injury and damage to their statutorily protected rights.

15 87. Specifically, Plaintiff and the other class members have been injured by Defendants'
16 intentional violation of California Labor Code section 226(a) because they were denied both their legal
17 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
18 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
19 number of total hours worked on wage statements, Plaintiff and the other class members been
20 prevented by Defendants from determining if all hours worked were paid and the extent of the
21 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
22 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
23 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
24 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
25 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
26 ability to demand and recover the underpayment of wages from Defendants.

27 88. Plaintiff and the other class members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants' failure to comply with California Labor Code

1 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

2 **SEVENTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

4 **(Against All Defendants)**

5 89. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 90. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
8 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
9 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
10 at the time of discharge are due and payable immediately. California Labor Code section 202
11 mandates that if an employee quits, his or her wages shall become due and payable not later than
12 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
14 quitting.

15 91. California Labor Code section 203 provides that if an employer willfully fails to pay,
16 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
17 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
18 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
19 continue for more than thirty (30) days.

20 92. At the time that Plaintiff and the other class members' employment with Defendants
21 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
22 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
23 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
24 wages.

25 93. As a result, Plaintiff and the other class members are entitled to all available
26 statutory penalties, including the waiting time penalties provided in California Labor Code section
27 203, together with interest thereon, as well as other available remedies.

EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES
VIOLATION OF CAL. LABOR CODE 2802
(Against All Defendants)

94. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

95. Labor Code Section 2802 provides in part that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...”

96. Defendants failed to reimburse Plaintiffs and class members for expenses incurred in the discharge of their duties, including, without limitation, the cost of use of personal cellular phones and protective gear.

97. Plaintiff and the putative class are therefore entitled to indemnification and reimbursement of those expenses, as well as attorney fees and costs.

NINTH CAUSE OF ACTION
UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN
VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET. SEQ.
(Against All Defendants)

98. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

99. Each and every one of Defendants’ acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to Defendant’s failure and refusal to pay overtime compensation, Defendant’s failure and refusal to pay minimum wages, Defendants’ failure and refusal to provide required meal periods, Defendants’ failure and refusal to provide required rest periods, Defendants’ failure and refusal to furnish accurate itemized wage statements, and Defendants’ failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code § 17200 et seq.

100. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

101. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

102. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff's and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the other class members.

103. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

TENTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 2698 *ET SEQ.*

(Against All Defendants)

94. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

95. PAGA expressly establishes that any provision of the California labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or

1 herself, and other current or former employees.

2 96. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
3 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
4 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

5 97. Plaintiffs and the other hourly-paid, non-exempt employees are “aggrieved employees”
6 as defined by California Labor Code section 2699(c) in that they are all current or former employees
7 of Defendants, and one or more of the alleged violations were committed against them.

8 98. Defendants’ conduct, as alleged herein, violates numerous sections of the California
9 Labor Code, including, but not limited to, the following:

- 10 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
11 overtime wages, as set forth more fully below;
- 12 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
13 pay minimum wages, as set forth more fully below;
- 14 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
15 legally required meal periods, as set forth more fully below;
- 16 (d) Violation of California Labor Code section 226.7 for failure to provide legally
17 required rest periods, as set forth more fully below;
- 18 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
19 Plaintiffs and aggrieved employees during employment, as set forth more fully
20 before;
- 21 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
22 wages at time of discharge from employment, as set forth more fully below;
- 23 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
24 wage statements to Plaintiff and aggrieved employees, as set forth more fully
25 below; and
- 26 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
27 and accurate payroll records relating to Plaintiff and aggrieved employees, as set
28 forth more fully below.

99. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210, 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

Failure to Pay Overtime Wages

100. California Labor Code section 1198 and the applicable IWC Wage Order have provided that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

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

102. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. California Labor Code section 510 codifies the right to overtime compensation at one-and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

103. During the relevant time period, Plaintiff and aggrieved employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty

(40) hours in a week performing work duties. Defendants failed to compensate Plaintiff and other aggrieved employees for any of this off-the-clock work, in violation of California Law. Defendants also failed to accurately record the actual time worked by Plaintiff and the aggrieved employees.

104. Moreover, the uncompensated work described herein was often performed when Plaintiff and other aggrieved employees had already worked eight (8) hours in a day and/or forty (40) hours in a week, resulting in a failure to pay overtime compensation. Finally, Defendants failed to pay overtime to Plaintiff and aggrieved employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

105. Defendants' failure to pay Plaintiff and aggrieved employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Pay Minimum Wages

106. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the aggrieved employees any wages for time spent working "off-the-clock" performing duties. Defendants failed to compensate Plaintiff and other aggrieved employees for any of this off-the-clock work, in violation of California Law. Defendants also failed to accurately record the actual time worked by Plaintiff and the aggrieved employees.

107. Moreover, the uncompensated work described herein was often performed when Plaintiff and other aggrieved employees had already worked eight (8) hours in a day and/or forty (40) hours in a week, resulting in a failure to pay overtime compensation. Finally, Defendants failed to pay overtime to Plaintiff and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

108. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff

1 and aggrieved employees for all of the hours they worked in violation of California Labor Code
2 sections 1194, 1197 and 1197.1.

3 109. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as
4 required violates California Labor Code sections 1194, 1197 and 1197.1.

5 **Failure to Provide Meal Periods**

6 110. At all relevant times herein set forth, California Labor Code section 226.7 has provided
7 that no employer shall require an employee to work during any meal period mandated by an applicable
8 IWC Order.

9 111. At all relevant times herein set forth, California Labor Code section 512(a) has
10 provided that an employer may not require, cause, or permit an employee to work for a period of more
11 than five (5) hours per day without providing the employee with a meal period of not less than thirty
12 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
13 hours, the meal period may be waived by mutual consent of both the employer and the employee.

14 112. During the relevant time period, Plaintiff and aggrieved employees who were
15 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
16 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
17 without a meal period of not less than thirty (30) minutes.

18 113. During the relevant time period, Plaintiff and the aggrieved employees,
19 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
20 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
21 minutes.

22 114. During the relevant time period, Plaintiff and the aggrieved employees,
23 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
24 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
25 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
26 not less than thirty (30) minutes.

27 115. During the relevant time period, Plaintiff and the aggrieved employees,
28 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work

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

3 116. During the relevant time period, Defendants willfully required Plaintiff and the
4 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
5 employees for work performed during meal periods. By way of example, Defendants failed to relieve
6 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
7 worked through mandated meal periods.

8 117. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
9 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
10 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
11 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
12 employees in the regular rate of compensation.

13 118. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
14 Code sections 226.7 and 512(a).

15 **Failure to Provide Rest Periods**

16 119. At all relevant times, California Labor Code section 226.7 has provided that no
17 employer shall require an employee to work during any rest period mandated by an applicable order
18 of the California IWC.

19 120. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
20 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
21 the middle of each work period" and that the "rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
23 the total daily work time is less than three and one-half (3½) hours.

24 121. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
26 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
27 the rest period was not provided.

1 122. During the relevant time period, Defendants required Plaintiff and the aggrieved
2 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
3 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
4 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
5 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
6 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

7 123. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
8 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
9 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
10 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
11 employees in the regular rate of compensation.

12 124. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
13 Code section 226.7.

14 **Failure to Timely Pay Wages During Employment**

15 125. At all relevant times herein set forth, California Labor Code section 204 has provided
16 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and payable
18 between the 16th and the 26th day of the month during which the labor was performed.

19 126. At all times herein set forth, California Labor Code section 204 has provided that all
20 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
21 calendar month, other than those wages due upon termination of an employee, are due and payable
22 between the 1st and the 10th day of the following month.

23 127. At all times herein set forth, California Labor Code section 204 has provided that all
24 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
25 the next regular payroll period.

26 128. During the relevant time period, Defendants intentionally and willfully failed to pay
27 Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under
28 California Labor Code section 204, including wages for overtime compensation, minimum wage

1 compensation, meal period premiums, rest period premiums, and gratuities.

2 **Failure to Timely Pay Wages Upon Termination**

3 129. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
4 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
5 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
6 at the time of discharge are due and payable immediately. California Labor Code section 202
7 mandates that if an employee quits, his or her wages shall become due and payable not later than
8 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
9 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
10 quitting.

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

16 131. At the time that Plaintiff and the aggrieved employees' employment with Defendants
17 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
18 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
19 limitation, overtime wages, minimum wages, meal period premium wages, rest period premium
20 wages, and gratuities.

21 **Failure to Provide Compliant Wage Statements**

22 132. At all relevant times set forth herein, California Labor Code section 226(a) provides
23 that every employer shall furnish each of its employees an accurate itemized statement in writing
24 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
25 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
26 deductions, provided that all deductions made on written orders of the employee may be aggregated
27 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
28 employee is paid, (7) the name of the employee and his or her social security number, (8) the name

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

7 133. Defendants have intentionally and willfully failed to provide employees with complete
8 and accurate wage statements. The deficiencies include, among other things, the failure to state all
9 correct rates of pay, all hours worked, all meal period premium wages earned, all rest period premium
10 wages earned, and all gratuities earned.

11 **Failure to Keep Requisite Payroll Records**

12 134. At all relevant times set forth herein, California Labor Code section 1174(d) has
13 required an employer to keep, at a central location in the state or at the plants or establishments at
14 which employees are employed, payroll records showing the hours worked daily by and the wages
15 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
16 employed at the respective plants or establishments. These records shall be kept in accordance with
17 rules established for this purpose by the commission, but in any case shall be kept on file for not less
18 than two years.

19 135. Defendants have intentionally and willfully failed to keep accurate and complete
20 payroll records showing the hours worked daily and the wages paid to Plaintiff and the aggrieved
21 employees.

22 136. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
23 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

24 137. More specifically, Plaintiff and the aggrieved employees have been injured by
25 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
26 were denied both their legal right and protected interest, in having available, accurate and complete
27 payroll records pursuant to California Labor Code section 1174(d).
28

1 **Failure to Reimburse Necessary Business Expenses**

2 138. At all relevant times set forth herein, California Labor Code § 2802 provides in part that
3 “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred
4 by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience
5 to the directions of the employer...”

6 139. Defendants failed to reimburse Aggrieved Employees for expenses incurred in the
7 discharge of their duties, including, without limitation, the cost of use of personal cellular phones and
8 protective gear.

9 140. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
10 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation of Labor
11 Code § 2802 and two hundred (\$200.00) for each aggrieved employee per pay period for each
12 subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code
13 provisions alleged in this Complaint, the exact amount of the applicable penalty to be shown according
14 to proof at trial.

15 141. Pursuant to Labor Code § 2699, Aggrieved Employees seek to recover from Defendants,
16 and each of them, penalties, attorneys’ fees, and costs incurred for the violation of and according to §§
17 2802 and 2699 in an amount to be proven at trial.

18 **DEMAND FOR JURY TRIAL**

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

20 **PRAYER FOR RELIEF**

21 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
22 Defendants, jointly and severally, as follows:

23 **Class Certification**

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

As to the First Cause of Action

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

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

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

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

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 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class members;

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

12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the other class members in the amount as may be established according to proof at trial;

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

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

15. For liquidated damages pursuant to California Labor Code section 1194.2;

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 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 other class members;

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

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

5 20. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

9 **As to the Fourth Cause Action**

10 24. That the Court declare, adjudge and decree that Defendants violated California Labor
11 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
12 Plaintiff and the other class members;

13 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
14 of pay at each employee's regular rate of compensation for each workday that a rest period was not
15 provided;

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

17 27. For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

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

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

25 32. For statutory penalties pursuant to California Labor Code section 226(e);

26 33. For injunctive relief to ensure compliance with this section, pursuant to California Labor
27 Code section 226(g);

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For statutory penalties pursuant to California Labor Code section 210;

37. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other class members no longer employed by Defendants;

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

40. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and the other class members who have left Defendants' employ;

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

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

As to the Eighth Cause of Action

43. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 for failing to reimburse all business expenses;

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

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

As to the Ninth Cause of Action

46. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 226(a) (by failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon

1 termination);

2 47. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
3 judgment interest from the day such amounts were due and payable;

4 For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from
5 Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of
6 California Business and Professions Code sections 17200, et seq.;

7 48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
8 Code of Civil Procedure section 1021.5; and

9 49. For injunctive relief to ensure compliance with this section, pursuant to California
10 Business and Professions Code sections 17200, *et seq.*

11 **As to the Tenth Cause of Action**

12 45. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g),
13 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204,
14 226(a), 226.3, 226.7, 510, 558, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199; and

15 46. For such other and further relief as the Court may deem proper.

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17 DATED: October 7, 2025

BLACKSTONE LAW, APC

18
19 By:



20 Jonathan M. Genish, Esq.

21 Attorneys for Plaintiff IGNACIO DUENAS
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Lorena Bautista, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 13, 2025, I served a copy of the following document(s):

- **SECOND AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698 ET. SEQ.**

on the interested parties as follows:

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☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:**
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 13, 2025 at Beverly Hills, California.

/s/ Lorena Bautista
Lorena Bautista