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

ROBERTO GALLINAR, an individual, on  
 behalf of himself and all other aggrieved  
 employees,

Plaintiff,

vs.

TARICCO CORP., a California corporation; and  
 DOES 1 through 10 inclusive,

Defendants.

**Case No. 23LBCV00008**

**COMPLAINT FOR:**

- 1. Failure to Pay All Wages;**
- 2. Meal Period Violations;**
- 3. Rest Period Violations;**
- 4. Failure to Reimburse Business Expenses;**
- 5. Waiting Time Penalties;**
- 6. Wage Statement Violations;**
- 7. Unfair Business Practices;**
- 8. PAGA Civil Penalties (Labor Code § 2698 *et seq.*).**

1 Plaintiff ROBERTO GALLINAR (“Plaintiff”), as an individual and as a representative under  
2 the Private Attorneys General Act, California Labor Code Sections 2698, *et seq.* (“PAGA”), hereby  
3 brings this Complaint against defendants TARICCO CORP., a California corporation (“TARICCO”),  
4 and DOES 1 through 10 inclusive (collectively, “Defendants”), and hereby alleges with knowledge  
5 with respect to his own acts and on information and belief as to other matters as follows:

## 6 **INTRODUCTION**

7 1. Plaintiff brings individual claims to recover unpaid wages, liquidated and statutory  
8 damages, treble damages, restitution, interest, reasonable attorneys’ fees, costs and other sums that  
9 Defendants owe to him under the California Labor Code (“Labor Code”), the Industrial Welfare  
10 Commission (“IWC”) Wage Orders, the California Business and Professions Code (“Business and  
11 Professions Code”), and the California Penal Code (“Penal Code”).

12 2. Plaintiff also brings an individual and representative claim under the Private Attorneys  
13 General Act of 2004, pursuant to Labor Code Sections 2698, *et seq.*, to recover civil penalties,  
14 reasonable attorneys’ fees, costs, wages, and other recoverable sums in her representative capacity as  
15 an “aggrieved employee” on behalf of all other current and former aggrieved employees of  
16 Defendants. The “Aggrieved Employees” for purposes of the representative claim for PAGA penalties  
17 include all current and former non-exempt employees of Defendants during the PAGA Period. The  
18 term “PAGA Period” is defined as commencing from one year prior to the submission of Plaintiff’s  
19 notice of Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and  
20 Defendants through the date of trial.

21 3. Defendants are manufacturers of new and used composite bonding and thermal  
22 processing equipment and systems. Their products include autoclaves, hydroclaves, vessels, ovens,  
23 furnaces, presses, sterilizers and control systems, afterburners, scrubbers, filters, settlers, carts,  
24 chambers, kilns, simulators, tanks, towers, vaporizers and power and steam piping, and pumping and  
25 pollution monitoring and control systems. In addition to offering products to their customers,  
26 Defendants offer the following services: design, fabricating, engineering, relocation, total productive,  
27 preventive and predictive maintenance, repair, renovation, installation, consulting, site planning,  
28 specification development, inspection, electric to gas heat conversion, and pressure vessel

1 modification.

2 4. During the PAGA Period, Plaintiff and Aggrieved Employees were employed by  
3 Defendants and performed work for Defendants located at 1520 W. 16th Street, Long Beach, CA  
4 90813.

5 5. Defendants have engaged in a systematic pattern of wage and hour violations under the  
6 California Labor Code ("Labor Code"). During the PAGA Period, Defendants maintained a consistent  
7 practice and policy of violating state wage and hour laws by, among other things, failing to pay all  
8 wages (including minimum, regular, overtime, and double time wages), failing to provide compliant  
9 meal and rest periods or compensation in lieu thereof, failing to timely pay all wages due upon  
10 separation of employment, failing to provide accurate itemized wage statements, failing to maintain  
11 accurate records of hours worked, and failing to reimburse business expenses.

12 6. Plaintiff's representative PAGA action is brought under, *inter alia*, the California  
13 Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California  
14 Code of Regulations, California Code of Civil Procedure Section ("CCP") 1021.5, and Labor Code  
15 Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194,  
16 1197, 1197.1, 1198, 1199, 2800, 2802, and 3073.6.

17 **JURISDICTION AND VENUE**

18 7. This Court has jurisdiction over all causes of action alleged in this Complaint under the  
19 California Constitution, Article VI, Section 10. The monetary damages, restitution, penalties, and  
20 other amounts sought by Plaintiff exceed the minimal jurisdictional limit of this Court and will be  
21 established according to proof at trial.

22 8. This Court has general personal jurisdiction over TARICCO because it is a California  
23 corporation.

24 9. Venue in Los Angeles County is proper under Business and Professions Code Section  
25 17203 and CCP Section 395.5 because a substantial part of Defendants' unlawful conduct, acts, and  
26 omissions alleged in this Complaint occurred in this County, Defendants operate a dispensary in this  
27 County, and thus conduct substantial business in this County, and/or Defendants' liability arose in this  
28 County.

**PARTIES**

10. Plaintiff ROBERTO GALLINAR is an individual residing in Los Angeles County, California. Defendants employed Plaintiff as a non-exempt employee during the PAGA Period and Plaintiff's employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's primary job duties consisted of, *inter alia*, reading blueprints, calculating welding dimensions, and carefully welding products.

11. Plaintiff is an "aggrieved employee" within the meaning of the PAGA since he suffered one or more of the Labor Code violations alleged in this Complaint. Plaintiff brings a claim for civil penalties and other recoverable sums under the PAGA as a representative aggrieved employee on behalf of all current and former employees of Defendants during the PAGA Period.

12. Defendant TARICCO is a California corporation, having its principal place of business in Los Angeles County. TARICCO is, and at all relevant times was, an employer subject to California state wage and hour laws. TARICCO's practices and policies described in this Complaint were implemented and/or maintained during the PAGA Period. Plaintiff performed work at TARICCO's location in Los Angeles, California during the PAGA Period.

13. Defendants continue to employ non-exempt employees within California.

14. Plaintiff is unaware of the true names and capacities of those Defendants identified as DOES 1 through 10. Therefore, Plaintiff identifies those Defendants fictitiously. Each DOE Defendant was a parent, sister, or related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff will seek to amend this Complaint to allege the true names and capacities of each DOE Defendant when their names have been ascertained and identified. Each of the Defendants sued as DOES 1 through 10 participated in, received the benefit of, or was in some way responsible for one or more of the wrongful acts and omissions and some portion of the damages alleged herein.

15. At all times relevant hereto, each defendant acted in all respects pertinent to this action as the agent of the other defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants.

1 Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and  
2 the Aggrieved Employees.

3 16. Defendants, each and all of them, at all times relevant, were the joint employers, parent  
4 companies, successor companies, predecessors in interest, affiliates, agents, employees, servants, joint  
5 venturers, directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining  
6 Defendants. Defendants, unless otherwise alleged, at all times relevant, performed all acts and  
7 omissions alleged herein within the course and scope of said relationship(s), and are a proximate cause  
8 of Plaintiff's damages alleged herein.

9 17. There exists a unity of interest in ownership between Defendants and DOES 1 through  
10 10, inclusive, such that any individuality and separateness between the individual and the corporation  
11 does not exist, as Defendants, and DOES 1 through 10, inclusive, are alter egos, in that: (a) Defendants  
12 are and at all times mentioned herein were mere shells, instrumentalities and conduits through which  
13 DOES 1 through 10, inclusive, carried out their business in the business name, exercising complete  
14 control and dominance over such business; (b) that Defendants were conceived, intended and used by  
15 DOES 1 through 10, inclusive, as devices to avoid individual liability and in place of Defendants, and  
16 DOES 1 through 10, inclusive, and were without the financial solvency and responsibility required by  
17 law; and (c) that all of the assets of the Defendants have been transferred to DOES 1 through 10,  
18 inclusive, or some other individual or entity which he or she owns or controls, with the intent to hinder,  
19 delay or defraud creditors of Defendants, leaving Defendants with no assets. Further, there exists a  
20 principal-agency relationship between and among Defendants.

21 18. At all relevant times, Defendants were agents of each other and acting within the course  
22 and scope of their agency.

### 23 **FACTUAL ALLEGATIONS**

24 19. At all relevant times, Defendants employed Plaintiff and other Aggrieved Employees  
25 as non-exempt employees.

26 20. Plaintiff began working for Defendants in approximately January 2013 as a non-exempt  
27 hourly employee at Defendants' location in Los Angeles, California. Plaintiff's primary job duties  
28 were reading blueprints, calculating welding dimensions, and carefully welding products. Defendants

1 terminated Plaintiff's employment in or around September 2022.

2 21. At all relevant times, Defendants were advised by skilled lawyers, employees and other  
3 professionals who were knowledgeable about California wage and hour law, employment and  
4 personnel practices, and the requirements of California.

5 22. Through this action, Plaintiff alleges Defendants have consistently maintained and  
6 enforced unlawful employment practices and policies against Plaintiff and other Aggrieved Employees  
7 which violate the Labor Code and IWC Wage Orders.

8 23. Defendants knew or should have known they had a duty to compensate Plaintiff and  
9 other Aggrieved Employees, and Defendants had the financial ability to pay such compensation but  
10 willfully, knowingly, and/or intentionally failed to do so to increase Defendants' profits.

11 24. Through this action, Plaintiff alleges that Defendants have engaged in a systematic  
12 pattern of wage and hour violations under the Labor Code and IWC Wage Orders.

13 25. Defendants committed the violations set forth in this Complaint against all Aggrieved  
14 Employees, continuing through the present date. Defendants maintained non-compliant employment  
15 policies and practices which were applied to Plaintiff and all other Aggrieved Employees.

16 26. **Unpaid Wages:** Defendants knew or should have known that Plaintiff and other  
17 Aggrieved Employees were entitled to receive at least minimum wages, wages at their regular rate of  
18 pay, overtime wages, and double time wages, and that they were not receiving minimum, regular,  
19 overtime, and double time wages for all work that was required to be performed. During the PAGA  
20 Period, Plaintiff and other Aggrieved Employees regularly worked more than 8 hours, 10 hours, and/or  
21 12 hours per workday and/or over 40 hours per workweek. In violation of the Labor Code, Defendants  
22 failed to pay the minimum, regular, overtime, and double time rate of pay to Plaintiff and/or other  
23 Aggrieved Employees for all hours worked. For example, Defendants required Plaintiff and other  
24 Aggrieved Employees to complete work-related tasks off the clock. In addition, Defendants rounded  
25 Plaintiff and other Aggrieved Employees' hours worked, thereby depriving them of wages for all hours  
26 worked at the legally mandated rates. Finally, Defendants did not compensate Plaintiff and other  
27 Aggrieved Employees for all hours worked because Plaintiff and other Aggrieved Employees worked  
28 through their meal and/or rest periods or were regularly on-duty during their meal and/or rest periods.

1           27.     **Meal Period Violations:** Defendants knew or should have known that Plaintiff and/or  
2 other Aggrieved Employees were entitled to receive a timely, off-duty, uninterrupted 30-minute meal  
3 period for every five hours of work, or payment of one additional hour of pay at their regular rate of  
4 pay when they did not receive a compliant meal period. Plaintiff and other Aggrieved Employees did  
5 not receive compliant meal periods due to Defendants' practices and policies. For example, due to  
6 understaffing and Defendants' fast-paced environment, Plaintiff and other Aggrieved Employees were  
7 often required to take their meal periods late or work through their meal periods. Specifically, although  
8 Plaintiff's and/or other Aggrieved Employees' shifts generally began at or before 6:30AM, Defendants  
9 failed to authorize and permit and/or make available to Plaintiff and/or other Aggrieved Employees  
10 their meal period until 12:00PM. Additionally, Defendants failed to provide second meal periods when  
11 Plaintiff and other Aggrieved Employees worked over 10 hours. Furthermore, meal periods that were  
12 provided to Plaintiff and/or other Aggrieved Employees were unlawfully rounded. Accordingly,  
13 Defendants failed to provide Plaintiff and other Aggrieved Employees with timely, uninterrupted off-  
14 duty meal periods for at least 30 minutes when they worked more than five (5) hours and/or 10 hours  
15 in a workday, and failed to compensate Plaintiff and other Aggrieved Employees with an additional  
16 hour of pay at their regular rate of pay for every day in which they were denied a compliant meal  
17 period.

18           28.     **Rest Period Violations:** Defendants knew or should have known that Plaintiff and  
19 other Aggrieved Employees were entitled to receive a 10-minute, off-duty, uninterrupted rest period  
20 for every four (4) hours worked, or major fraction thereof, or payment of one additional hour of pay  
21 at their regular rate of pay when they were not permitted to take a compliant rest period. Plaintiff and  
22 other Aggrieved Employees did not receive compliant rest periods due to Defendants' practices and  
23 policies. Plaintiff and other Aggrieved Employees regularly missed their rest breaks or had them  
24 interrupted or governed by Defendants' practices and policies. For example, rest periods were not  
25 authorized, permitted, or otherwise made available to Plaintiff and other Aggrieved Employees due to  
26 understaffing and Defendants' fast-paced environment. Specifically, Defendants failed to authorize  
27 and permit and/or make available to Plaintiff and other Aggrieved Employees a second rest period  
28 when they worked shifts of over six (6) hours. Further, Defendants failed to compensate Plaintiff and

1 other Aggrieved Employees with an additional hour of pay at their regular rate of pay for every day in  
2 which they suffered a rest period violation.

3       29.     **Unreimbursed Business Expenses:** Defendants knew or should have known that  
4 Plaintiff and other Aggrieved Employees were entitled to reimbursement for their necessary work-  
5 related business expenses. For example, Plaintiff and other Aggrieved Employees incurred out-of-  
6 pocket expenses to perform their job duties without reimbursement, including the costs of purchasing  
7 welding tools required to carry out their job duties.

8       30.     **Waiting Time Penalties:** Defendants knew or should have known that Plaintiff and  
9 other Aggrieved Employees who separated from their employment with Defendants during the  
10 statutory period were entitled to timely payment of all wages due. In violation of the Labor Code,  
11 Plaintiff and other Aggrieved Employees did not receive payment of all wages owed upon separation  
12 within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages, meal and  
13 rest period premiums, and reimburse expenses.

14       31.     **Wage Statement Violations:** Defendants knew or should have known that Plaintiff  
15 and/or other Aggrieved Employees were entitled to receive complete and accurate wage statements.  
16 In violation of the Labor Code and IWC Wage Orders, Plaintiff and other Aggrieved Employees were  
17 not furnished with complete and accurate wage statements that show all information required by Labor  
18 Code Section 226, including, but not limited to, the gross and net wages earned, the total hours worked,  
19 all applicable hourly rates in effect during the pay period, and the corresponding number of hours  
20 worked at each hourly rate.

21       32.     **Failure to Keep Accurate Records:** Defendants knew or should have known that  
22 Defendants were required to keep accurate records of the hours worked by Plaintiff and/or other  
23 Aggrieved Employees. In violation of the Labor Code, Defendants failed to maintain accurate records  
24 of hours worked by Plaintiff and other Aggrieved Employees as a result of Defendants' conduct, acts,  
25 and/or omissions described throughout this Complaint.

26       33.     Defendants' conduct, acts, and/or omissions described throughout this Complaint were  
27 willful.  
28

1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES**

3 **(Against All Defendants)**

4 34. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
5 as though fully set forth herein.

6 35. At all relevant times, Defendants had a duty to comply with Labor Code Sections 204,  
7 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California  
8 Code of Regulations.

9 36. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages  
10 owed on regularly scheduled paydays at least twice during each calendar month, on days designated  
11 in advance by the Defendants as the regular paydays. All wages earned in excess of the normal work  
12 period must be paid no later than the payday for the next regular payroll period.

13 37. Labor Code Section 206 provides that in case of a dispute over wages, the Defendants  
14 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to  
15 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

16 38. At all times relevant, Labor Code Section 510, and applicable sections of the California  
17 Code of Regulations and the IWC Wage Orders applied to Plaintiff's work with Defendants and  
18 continued to apply to her employment with Defendants. Labor Code Section 510 and applicable  
19 provisions of the California Code of Regulations and IWC Wage Orders state that any work performed  
20 in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half  
21 times the employee's regular rate of pay. Any work performed in excess of 12 hours in a workday  
22 must be compensated at the rate of no less than twice the regular rate of pay for an employee.

23 39. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to  
24 all employees in California for all hours worked. Local minimum wage ordinances, may provide for  
25 higher minimum wage rates that must be paid to employees for all hours worked in those locales where  
26 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than  
27 the state or local minimum wage, whichever is higher, for any hour of work.

28 40. Labor Code Section 1194 provides that any employee receiving less than the legal

1 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover  
2 in a civil action the unpaid balance of the full amount of the minimum wage or overtime compensation,  
3 including interest thereon, reasonable attorney's fees, and costs of suit.

4 41. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount  
5 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

6 42. Labor Code Section 1198 prohibits Defendants from employing for longer hours or less  
7 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by  
8 the Labor Commissioner.

9 43. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Plaintiff  
10 regularly worked more than eight (8) hours, 10, and/or 12 hours per workday, more than 40 hours per  
11 workweek, and/or more than eight (8) hours on the seventh consecutive day of work.

12 44. Plaintiff is informed, believes, and thereon alleges that at all relevant times, Defendants  
13 failed to pay Plaintiff all wages for hours worked (including minimum, regular, overtime, and double  
14 time wages), failed to pay overtime and double time wages at the proper rates of pay, auto-deducted  
15 and rounded meal periods, unlawfully deducted wages, and required off-the-clock work without  
16 compensation, among other things.

17 45. Plaintiff is informed, believes, and thereon alleges that, during the relevant time period,  
18 Defendants failed to compensate Plaintiff for rest and recovery periods and other nonproductive time  
19 separate from any piece-rate compensation at the legally mandate rate.

20 46. As a direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
21 Plaintiff has sustained and continues to sustain damages, including loss of earnings including  
22 minimum, regular, overtime, and double time compensation due, in an amount to be established at  
23 trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

24 47. Plaintiff is informed, believes, and thereon alleges that Defendants, through their  
25 conduct described herein, have committed an "intentional theft of wages in an amount greater than  
26 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars  
27 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within  
28 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally

1 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in  
2 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the  
3 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.  
4 Plaintiff is thus entitled to recover from Defendants treble damages and costs, including reasonable  
5 attorneys' fees, pursuant to California Penal Code Section 496(c).

6 48. WHEREFORE, Plaintiff requests relief as described herein and below.

7 **SECOND CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(Against All Defendants)**

10 49. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
11 as though fully set forth herein.

12 50. Labor Code § 512(a) prohibits employers from employing any person for a work period  
13 of more than five (5) hours without a meal period of not less than thirty (30) uninterrupted minutes.  
14 Further, employers may not employ an employee for a work period of more than ten (10) hours per  
15 day without providing the employee with a second meal period of not less than thirty (30) minutes.

16 51. At all relevant times, Plaintiff regularly worked more than five (5) hours and 10 hours  
17 per workday without being provided an uninterrupted, off-duty 30-minute meal period since Plaintiff's  
18 meal periods were late, interrupted, short, and/or on-duty.

19 52. During the relevant time period, Defendants failed to pay Plaintiff meal period  
20 premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and the applicable  
21 IWC Wage Order.

22 53. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff  
23 to take meal breaks pursuant to Labor Code § 512(a). As a result, Defendants are liable to Plaintiff  
24 for premium compensation of one hour of pay at the employee's regular rate for each workday that  
25 the meal period was not provided pursuant to Labor Code § 226.7, in an amount to be established at  
26 trial.

27 54. Plaintiff is informed, believes, and thereon alleges that Defendants, through their  
28 conduct described herein, have committed an "intentional theft of wages in an amount greater than

1 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars  
2 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within  
3 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally  
4 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in  
5 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the  
6 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.  
7 Plaintiff is informed, believes, and thereon alleges that meal period premiums are wages, gratuities,  
8 benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff  
9 is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’  
10 fees, pursuant to California Penal Code Section 496(c).

11 **THIRD CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(Against All Defendants)**

14 55. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
15 as though fully set forth herein.

16 56. California law and applicable Wage Orders require employers to authorize and permit  
17 all employees to take uninterrupted rest periods. The rest period time shall be based on the total hours  
18 worked daily at the rate of 10 minutes net rest time per four hours or major fraction thereof.

19 57. During the relevant time period, Defendants failed to provide compliant rest breaks.  
20 Specifically, Plaintiff had her rest breaks on-duty, interrupted, missed, or shortened. Consequently,  
21 Plaintiff did not receive a 10-minute rest period for every four (4) hours worked or major fraction  
22 thereof.

23 58. During the relevant time period, Defendants failed to pay Plaintiff rest period premiums  
24 for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the applicable IWC Wage  
25 Order.

26 59. Defendants have willfully, unfairly, fraudulently or unlawfully failed to allow Plaintiff  
27 to take rest periods pursuant to California law. As a result, Defendants are liable to Plaintiff for  
28 premium compensation of one hour of pay at the employee’s regular rate for each workday that the

1 rest period was not provided pursuant to Labor Code § 226.7, in an amount to be established at trial.

2 60. Plaintiff is informed, believes, and thereon alleges that Defendants, through their  
3 conduct described herein, have committed an “intentional theft of wages in an amount greater than  
4 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars  
5 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within  
6 the meaning of California Penal Code Section 487m. Specifically, Defendants have intentionally  
7 deprived Plaintiff of wages, as defined in Section 200 of the Labor Code, gratuities, as defined in  
8 Section 350 of the Labor Code, benefits, or other compensation, by unlawful means, with the  
9 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff under the law.  
10 Plaintiff is informed, believes, and thereon alleges that rest period premiums are wages, gratuities,  
11 benefits, or other compensation within the meaning of California Penal Code Section 487m. Plaintiff  
12 is thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’  
13 fees, pursuant to California Penal Code Section 496(c).

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

16 **(Against All Defendants)**

17 61. Plaintiff hereby re-alleges and incorporates by reference the allegations in all  
18 paragraphs in this Complaint as though fully set forth herein.

19 62. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800  
20 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements  
21 with respect to Plaintiff.

22 63. Labor Code Section 2800 requires employers to indemnify employees for losses caused  
23 by the employer’s want of ordinary care. To the extent Defendants claim that Plaintiff failed to request,  
24 demand, notify or otherwise seek reimbursement for their expenses and losses, Defendants were  
25 obligated to nevertheless indemnify Plaintiff due to their own negligence.

26 64. Labor Code Section 2802(a) requires that employers indemnify and reimburse  
27 employees for all business expenses, which are defined as all necessary expenditures or losses incurred  
28 by the employee in direct consequence of the discharge of the employee’s duties or otherwise incurred

1 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)  
2 authorizes employees to recover in a court action interest which shall accrue from the date on which  
3 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes  
4 employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also  
5 recover attorneys' fees and costs.

6 65. During the relevant time period, Defendants required Plaintiff to incur out-of-pocket  
7 expenses without reimbursement. For example, Plaintiff was required to purchase welding tools to  
8 carry out his job duties, without reimbursement from Defendants.

9 66. As a result of Defendants' failure to indemnify and reimburse Plaintiff for all business  
10 and work-related costs, expenditures, losses and expenses in accordance with Labor Code Sections  
11 2800 and 2802, Plaintiff is entitled to recover the full unreimbursed balance of reimbursements,  
12 expenditures and losses, prejudgment interest, and statutory penalties, along with attorneys' fees and  
13 costs in amounts that will be established at trial.

14 **FIFTH CAUSE OF ACTION**

15 **WAGE STATEMENT VIOLATIONS**

16 **(Against All Defendants)**

17 67. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
18 as though fully set forth herein.

19 68. Labor Code § 226(a) requires employers, at the time of each payment of wages, to  
20 furnish each employee with an accurate statement itemizing, among other things: (1) gross wages  
21 earned; (2) the total hours worked by the employee; (3) all deductions; (4) net wages earned; (5) the  
22 inclusive dates of the period for which the employee is paid; (6) the name of the employee and his or  
23 her social security number (last four digits); (7) the name and address of the legal entity that is the  
24 employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding  
25 number of hours worked at each hourly rate by the employee. Labor Code § 1174 further requires that  
26 such payroll records be kept in a central location.

27 69. Labor Code § 226(e) further provides that if an employer knowingly and intentionally  
28 fails to provide a statement itemizing, among other things, the total hours worked by the employee,

1 then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the  
2 initial violation and one hundred dollars (\$100) for each subsequent violation, up to four thousand  
3 dollars (\$4,000).

4 70. As alleged herein, Defendants failed to pay all wages, reimbursements, and premiums.  
5 Thus, Defendants have knowingly and intentionally failed to comply with the Labor Code on each and  
6 every wage statement that should have been provided to Plaintiff by failing to provide itemized wage  
7 statements to Plaintiff that accurately reported, among other things, the gross and net wages earned,  
8 the total hours worked, all applicable hourly rates in effect during the pay period, and the  
9 corresponding number of hours worked at each hourly rate.

10 71. By failing to keep accurate records and provide such records to Plaintiff as required by  
11 Labor Code §§ 226(a) and 1174, Defendants have injured Plaintiff and made it difficult to calculate  
12 the unpaid wages earned and due to Plaintiff. Moreover, Defendants' failure to comply with Labor  
13 Code § 1174 is unlawful pursuant to Labor Code § 1175.

14 72. Because of Defendants' willful failure to provide Plaintiff with accurate records as  
15 required by Labor Code § 226(a), Plaintiff is entitled to damages pursuant to Labor Code § 226(e) in  
16 an amount to be established at trial.

### 17 **SIXTH CAUSE OF ACTION**

### 18 **WAITING TIME PENALTIES**

### 19 **(Against All Defendants)**

20 73. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
21 as though fully set forth herein.

22 74. Labor Code § 201 requires that if an employer discharges an employee, the wages  
23 earned and unpaid at the time of discharge are due and payable immediately. Labor Code § 203  
24 provides that if an employer willfully fails to pay compensation promptly upon discharge as required  
25 pursuant to Labor Code § 201, the employer is liable to the employee for penalties.

26 75. At the time of Plaintiff's termination of employment, Plaintiff had unpaid wages,  
27 reimbursements, and premium pay for missed meal and rest periods outstanding.

28 76. Defendants have willfully, unfairly, fraudulently, or unlawfully failed to pay Plaintiff

1 compensation owed upon termination of employment pursuant to Labor Code § 201. Plaintiff's  
2 employment with Defendants terminated but Defendants failed to pay her any of the unpaid wages,  
3 reimbursements, and premiums due and owing to her at the time of her termination. As a result,  
4 Defendants are liable to Plaintiff for waiting time penalties pursuant to Labor Code § 203 in an amount  
5 to be determined at trial, according to proof.

6 **SEVENTH CAUSE OF ACTION**

7 **UNFAIR BUSINESS PRACTICES**

8 **(Against All Defendants)**

9 77. Plaintiff incorporates by reference the allegations in all paragraphs in this Complaint  
10 as though fully set forth herein.

11 78. The Unfair Competition Law as codified in California Business and Professions Code  
12 §17200, et seq. ("UCL") defines unfair business competition to include any "unlawful, unfair or  
13 fraudulent" act or practice.

14 79. A business act or practice is "illegal" under the UCL if it violates any statute,  
15 regulation, or ordinance

16 80. A business practice is "unfair" under the UCL if the reasons, justifications, and motives  
17 of the alleged wrongdoer are outweighed by the gravity of the harm to the alleged victims.

18 81. A business act or practice is "fraudulent" under the UCL if it is "likely to deceive"  
19 members of the general public.

20 82. Plaintiff is informed and believes that Defendants' unlawful failure to timely pay  
21 wages, meal and rest periods or compensation, provide accurate itemized wage statements, reimburse  
22 expenses, among other things, constitute violations of the UCL.

23 83. Defendants' failure to pay Plaintiff in a lawful manner as set forth above and below is  
24 fraudulent and deceptive and constitutes an ongoing and continuous unfair business practice within  
25 the meaning of the UCL. Members of the public have been deceived in the past, and will be in the  
26 future continue to be deceived, by these continuous unfair business practices.

27 84. The illegal conduct alleged in this Complaint is continuing, and there is no indication  
28 that Defendants will not continue such activity in the future. Plaintiff alleges that if Defendants are not

1 enjoined from their illegal conduct, they will continue to fail to provide rest periods and meal breaks  
2 or provide appropriate compensation in-lieu thereof.

3 85. A request for injunctive relief, restitution and for the disgorgement of unlawfully  
4 earned profits is specifically authorized by the UCL. Thus, on behalf of himself and the general public,  
5 Plaintiff seeks injunctive relief, restitution, and the disgorgement of all unlawfully earned profits as a  
6 result of Defendants' alleged acts or omissions described in this Complaint. Furthermore, Plaintiff  
7 requests attorneys' fees and costs pursuant to CCP Section 1021.5.

8 86. Plaintiff is informed and believes, and thereon allege, that unless restrained and ordered  
9 to pay restitution and disgorge profits derived from said unfair and unlawful business practices,  
10 Defendants will continue to engage in the alleged acts and/or omissions described in this Complaint.

11 **EIGHTH CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

13 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

14 **(Against All Defendants)**

15 87. Plaintiff incorporate by reference all previous paragraphs of this Complaint as though  
16 fully set forth herein.

17 88. Under Labor Code Section 2699(a), any provision of the Labor Code that provides for  
18 a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,  
19 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be  
20 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and  
21 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

22 89. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under  
23 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to  
24 have been violated, and after receiving notice from the LWDA of its intention not to investigate or  
25 after 65 days have passed without notice from the LWDA.

26 90. On October 12, 2022, Plaintiff gave written notice of the specified provisions alleged  
27 to have been violated, including the facts and theories to support the alleged violations, as required by  
28 Labor Code Section 2699.3. This written notice was provided via certified mail to Defendants and to

1 the LWDA by electronically filing the notice via the Department of Industrial Relations' website.  
2 More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice  
3 from the LWDA. Accordingly, Plaintiff has exhausted the procedural requirements under Labor Code  
4 Section 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of  
5 himself and all other Aggrieved Employees under PAGA.

6 91. For all provisions of the Labor Code except those for which a civil penalty is  
7 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred  
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred  
9 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which  
10 Defendants violated these provisions of the Labor Code.

11 92. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties  
12 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201,  
13 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5,  
14 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs  
15 (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230,  
16 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of  
17 Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2,  
18 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851,  
19 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153,  
20 subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision  
21 (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296,  
22 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695,  
23 subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
24 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771,  
25 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2,  
26 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
27 6399.7, 6400, 6401, 6401.7, 6402, and 6403.

28 93. Labor Code Section 558(a) provides "[a]ny employer or other person acting on behalf

1 of an employer who violates, or causes to be violated, a section of this chapter or any provision  
2 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject  
3 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid  
4 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent  
5 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the  
6 employee was underpaid.”

7 94. Labor Code Section 1197.1 provides “[a]ny employer or other person acting either  
8 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to  
9 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order  
10 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is  
11 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period  
12 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific  
13 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which  
14 the employee is underpaid regardless of whether the initial violation is intentionally committed.”

15 95. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of  
16 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per  
17 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each  
18 violation in a subsequent citation, for which the employer fails to provide the employee a wage  
19 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil  
20 penalties provided for in this section are in addition to any other penalty provided by law.”

21 96. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to  
22 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid  
23 to employees.

24 97. Defendants’ conduct with respect to Plaintiff and other Aggrieved Employees violates  
25 numerous Labor Code sections including, but not limited to, the following:

26 (a) Violation of Labor Code Sections 201-204, 206, 210, 510, 558, 1194, 1197,  
27 1197.1, and 1198 for failure to timely and unconditionally pay all earned wages (including minimum,  
28 regular, and overtime wages) owed to Plaintiff and other Aggrieved Employees during employment

1 and upon separation of employment;

2 (b) Violation of Labor Code Sections 226.7 and 512 for failure to provide meal  
3 periods to Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed  
4 meal periods;

5 (c) Violation of Labor Code Sections 226.7 for failure to permit rest breaks to  
6 Plaintiff and/or other Aggrieved Employees and failure to pay premium wages for missed rest periods;

7 (d) Violation of Labor Code Section 226.2 for failure to compensate Plaintiff  
8 and/or other Aggrieved Employees separately for rest and recovery periods and other nonproductive  
9 time;

10 (e) Violation of Labor Code Sections 226 and 226.3 for failure to provide accurate  
11 itemized wage statements to Plaintiff and/or other Aggrieved Employees;

12 (f) Violation of Labor Code Sections 1174 and 1174.5 for failure to maintain  
13 accurate records regarding the employment of Plaintiff and/or other Aggrieved Employees; and

14 (g) Violation of Labor Code Sections 2800 and 2802 for failure to reimburse  
15 business expenses to Plaintiff and other Aggrieved Employees.

16 98. As set forth above, Defendants have violated numerous provisions of the Labor Code  
17 regulating hours and days of work as well as the IWC Wage Orders.

18 99. Pursuant to Labor Code Sections 2699(a), 2699.3, and 2699.5, Plaintiff is entitled to  
19 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited  
20 above.

21 100. Pursuant to Labor Code Sections 2699(g) and 2802(c) and CCP Section 1021.5,  
22 Plaintiff is entitled to attorneys' fees and costs incurred herein.

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24 :: ::

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally, as  
3 follows:

4 1. For compensatory damages and general damages according to proof with interest  
5 thereon;

6 2. For economic and/or special damages, and/or liquidated damages according to proof  
7 with interest thereon;

8 3. For other damages, monetary relief, wages, premiums, reimbursements, benefits and  
9 penalties, including interest thereon;

10 4. For prejudgment interest on all sums recovered pursuant to other compensatory  
11 damages at the legal rate from the date of injury or pursuant to CCP Sections 3287 and 3289, and  
12 Labor Code Section 218.6;

13 5. For all damages and penalties available for violations of the Labor Code;

14 6. For waiting time penalties pursuant to Labor Code Section 203;

15 7. For liquidated damages pursuant to Labor Code Section 1194.2;

16 8. For statutory penalties to the extent permitted by law, including those pursuant to the  
17 Labor Code and IWC Wage Orders;

18 9. For treble damages pursuant to Penal Code Section 496(c);

19 10. For injunctive relief, disgorgement, and restitution of all money and property  
20 unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business  
21 and Professions Code Sections 17200 *et seq.*;

22 11. For attorneys' fees pursuant to Labor Code Sections 226, 1194, 2802, CCP Section  
23 1021.5, Penal Code Section 496(c), and any other applicable provisions of law;

24 12. For costs of suit incurred; and

25 13. For any other and further relief as the Court deems just and proper.

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28 //

1 WHEREFORE, Plaintiff, on behalf of himself and the Aggrieved Employees, prays for  
2 judgment against Defendants, jointly and severally, as follows:

3 14. For civil penalties against Defendants on behalf of all Aggrieved Employees pursuant  
4 to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

5 15. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including  
6 pursuant to Labor Code Sections 2699(g), 2802(c) and CCP Section 1021.5; and

7 16. For such other relief as the Court deems just and proper.

8 ALAMI LAW GROUP

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11 By \_\_\_\_\_  
12 David Alami  
13 Attorney for Plaintiff ROBERTO GALLINAR  
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Attorney for Plaintiff ROBERTO GALLINAR