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Attorneys for Plaintiff JOSEPH SAENZ

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JOSEPH SAENZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

CLASS LEASING, LLC; RELIANT
ASSET MANAGEMENT, LLC;
SCHOOLHOUSE MANUFACTURING,
LLC; ARIES BUILDING SYSTEMS,
LLC; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CVRI2205259

*Assigned for all purposes to:
Hon. Harold W. Hopp, Dept. 10*

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or
Compensation in Lieu Thereof;
3. Failure to Permit Rest Periods or Provide
Compensation in Lieu Thereof;
4. Knowing and Intentional Failure to Provide
Accurate Itemized Wage Statements;
5. Waiting Time Penalties;
6. Failure to Reimburse Business Expenses;
7. Violations of the Unfair Competition Law;
and
8. Violation of the Private Attorneys General
Act of 2004

Action Filed: December 6, 2022
Trial Date: None Set

JURY TRIAL DEMANDED

1 Plaintiff JOSEPH SAENZ (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint (“FAC”)
3 against Defendants CLASS LEASING, LLC, RELIANT ASSET MANAGEMENT, LLC,
4 SCHOOLHOUSE MANUFACTURING, LLC, ARIES BUILDING SYSTEMS, LLC, and DOES
5 1 through 50, inclusive (collectively “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7 1. This proposed class action, pursuant to California Code of Civil Procedure section
8 382, is brought by Plaintiff individually and on behalf of all current and former non-exempt
9 employees employed by Defendants in California during the Class Period (collectively the “Class”
10 or “Class Members”). The term Class Period is defined as four years prior to the filing of this action
11 to the date of class certification.

12 2. Plaintiff also brings this representative action pursuant to the Private Attorneys
13 General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), against Defendants, on behalf
14 of himself individually and other aggrieved employees who are and were employed by Defendants
15 as non-exempt employees throughout California during the PAGA Period (the “aggrieved
16 employees”). The term PAGA Period is defined as one (1) year prior to Plaintiff’s initial notice of
17 Labor Code violations to the Labor and Workforce Development Agency (“LWDA”) and
18 Defendants until judgment.

19 3. This proposed class and representative action seeks, *inter alia*, unpaid wages
20 (including minimum, regular, overtime, and double time wages), compensation for non-compliant
21 meal periods and rest breaks, waiting time penalties, itemized wage statement penalties, civil
22 penalties, business expense reimbursements, liquidated damages, interest, reasonable attorneys’
23 fees, and costs. Plaintiff’s action is brought under, *inter alia*, the California Industrial Welfare
24 Commission (“IWC”) Wage Orders and applicable provisions of the California Code of
25 Regulations, California Business & Professions Code sections 17200 *et seq.*, California Civil Code
26 section 3289, California Code of Civil Procedure section 1021.5, and California Labor Code
27 (“Labor Code”) sections 201-204, 206, 210, 218.6, 222, 223, 226, 226.3, 226.7, 510, 512, 558,
28 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, 2800, and 2802.

4. Under the California Unfair Competition Law, Business and Professions Code sections 17200 *et seq.* (“UCL”), and pursuant to the class action procedures provided for in this statute, Plaintiff, on behalf of himself and the proposed Class, seeks declaratory relief, injunctive relief, and restitution of all benefits Defendants have received from their employees due to their unlawful business practices, including but not limited to, their failure to timely provide minimum, regular, overtime, and double time compensation due for all hours worked, failure to reimburse business expenses, failure to provide compliant meal periods and rest breaks to their employees or compensation in lieu thereof, and failure to provide accurate itemized wage statements.

JURISDICTION AND VENUE

5. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Further, this is a class action pursuant to California Code of Civil Procedure section 382 and representative action under PAGA. As such, the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. The Court also has jurisdiction over certain causes of action pursuant to California Business & Professions Code sections 17203 and 17204, which provide for exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

6. This Court has jurisdiction over all Defendants because each Defendant is a citizen of California, a corporation or association organized under the laws of the State of California, an association authorized to do business in California and registered with the California Secretary of State, does sufficient business in California, has sufficient minimum contacts with California, and/or intentionally avails itself of the laws and markets of California through the promotion, sale, marketing and distribution of its products and/or services in California to render the exercise of jurisdiction by the California courts permissible.

7. Venue in Riverside County is proper under California Business & Professions Code section 17203 and California Code of Civil Procedure section 395.5 because a substantial part of

1 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County,
2 Defendants had and have ongoing projects in this County, Defendants conduct substantial business
3 in this County, Defendants' liability arose in this County, and/or Defendants reside, transact
4 business, maintain offices, and/or have an agent or agents in this County. The relief requested is
5 within the jurisdiction of this Court.

6 **PARTIES**

7 8. Plaintiff is a California citizen who resides in Riverside County, California. In or
8 around August 2021, Defendants hired Plaintiff as a non-exempt hourly employee. Plaintiff's
9 employment with Defendants ended within one (1) year of the filing of this action. Plaintiff's job
10 duties included, *inter alia*, building portable classrooms and other structures by applying primer,
11 drilling holes, operating machines, and installing screws, wires, insulation, plywood, felt paper,
12 plastic, metal sheets, and clamps.

13 9. Plaintiff is informed, believes and thereon alleges that, at all relevant times, CLASS
14 LEASING, LLC ("CL") was and is a California limited liability company with its principal place
15 of business located at 1651 Juanita Street, San Jacinto, California 92583. CL owns and operates a
16 company that is in the business of manufacturing and leasing portable classrooms to school districts
17 throughout California. Plaintiff is further informed, believes and thereon alleges that, at all relevant
18 times, CL regularly conducted and conducts business within the State of California and derives
19 substantial revenues from services performed in California. In addition, Plaintiff is informed,
20 believes and thereon alleges that, at all relevant times, CL was and is an employer subject to
21 California state wage and hour laws. CL directly hired Plaintiff and represented to Plaintiff and
22 Class Members that CL and Defendant Schoolhouse Manufacturing, LLC were smaller branches
23 of Defendant Aries Building Systems, LLC.

24 10. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
25 SCHOOLHOUSE MANUFACTURING, LLC ("SM") was and is a Delaware limited liability
26 company with its principal place of business located at 1651 Juanita Street, San Jacinto, California
27 92583. SM owns and operates a company that is in the business of manufacturing portable offices
28 and classrooms, among other things. Plaintiff is further informed, believes and thereon alleges that,

1 at all relevant times, SM regularly conducted and conducts business within the State of California
2 and derives substantial revenues from services performed in California. In addition, Plaintiff is
3 informed, believes and thereon alleges that, at all relevant times, SM was and is an employer subject
4 to California state wage and hour laws. At all relevant times, SM issued wage statements to Plaintiff
5 and Class Members, including those directly hired by CL.

6 11. Plaintiff is informed, believes and thereon alleges that, at all relevant times, ARIES
7 BUILDING SYSTEMS, LLC (“ABS”) was and is a Texas limited liability company. ABS
8 maintains an office in California located at 1651 Juanita Street, San Jacinto, California 92583. ABS
9 owns and operates a company that is in the business of manufacturing modular building systems,
10 housing solutions and customized housing accommodations and services. Plaintiff is further
11 informed, believes and thereon alleges that, at all relevant times, ABS regularly conducted and
12 conducts business within the State of California and derives substantial revenues from services
13 performed in California. In addition, Plaintiff is informed, believes and thereon alleges that, at all
14 relevant times, ABS was and is an employer subject to California state wage and hour laws.

15 12. Plaintiff is informed, believes and thereon alleges that, at all relevant times,
16 RELIANT ASSET MANAGEMENT, LLC (“RAM”) was and is a Delaware limited liability
17 company. RAM maintains an office in California located at 1651 Juanita Street, San Jacinto,
18 California 92583. RAM owns and operates a company that is in the business of providing modular
19 space solutions, leases, and financing. Plaintiff is further informed, believes and thereon alleges
20 that, at all relevant times, RAM regularly conducted and conducts business within the State of
21 California and derives substantial revenues from services performed in California. In addition,
22 Plaintiff is informed, believes and thereon alleges that, at all relevant times, RAM was and is an
23 employer subject to California state wage and hour laws and is the parent company of ABS, SM,
24 and CL.

25 13. Plaintiff is informed, believes and based thereon alleges that Defendants identify
26 themselves as part of the “Aries” brand as represented by their websites.

27 14. Plaintiff is informed, believes and based thereon alleges that Defendants suffered
28 and permitted Plaintiff and Class Members to work, and/or jointly exercised control over the wages,

1 hours, and/or working conditions of Plaintiff and the Class Members.

2 15. Defendants continue to employ non-exempt employees within California.

3 16. Plaintiff is unaware of the true names and capacities of those defendants identified
4 as DOES 1 through 50. Therefore, Plaintiff identifies those defendants fictitiously. Plaintiff is
5 informed, believes and thereon alleges that at all relevant times each DOE defendant was a parent,
6 sister, or related corporate entity of defendants, or an owner, employee or agent of defendants, and
7 each related entity, and was acting with the knowledge and authorization of each of the other
8 defendants. Plaintiff will seek to amend this FAC to allege the true names and capacities of each
9 DOE defendant when their names have been ascertained and identified. Plaintiff is informed,
10 believes and thereon alleges that each of the defendants sued as DOES 1 through 50 participated
11 in, received the benefit of, or was in some way responsible for one or more of the wrongful acts
12 and omissions and some portion of the damages alleged herein.

13 17. Plaintiff is informed, believes and thereon alleges that at all times material hereto,
14 each defendant acted in all respects pertinent to this action as the agent of the other defendant,
15 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of
16 each defendant are legally attributable to the other defendant. Furthermore, defendants in all
17 respects acted as the employer and/or joint employer of Plaintiff and the Class Members.

18 18. Plaintiff is informed, believes and thereon alleges that defendants, each and all of
19 them, at all times material hereto, were the joint employers, parent companies, successor
20 companies, predecessors in interest, affiliates, agents, employees, servants, joint venturers,
21 directors, fiduciaries, representatives, and/or co-conspirators of each of the remaining defendants.
22 Defendants, unless otherwise alleged, at all times material hereto, performed all acts and omissions
23 alleged herein within the course and scope of said relationship(s), and are a proximate cause of
24 Plaintiff's damages as herein alleged.

25 19. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
26 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality
27 and separateness between the individual and the corporation does not exist, as Defendants, and
28 DOES 1 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned

1 herein were mere shells, instrumentalities and conduits through which DOES 1 through 50,
2 inclusive, carried out their business in the business name, exercising complete control and
3 dominance over such business; (2) that Defendants were conceived, intended and used by DOES 1
4 through 50, inclusive, as devices to avoid individual liability and in place of Defendants, and DOES
5 1 through 50, inclusive, and were without the financial solvency and responsibility required by law;
6 and (3) that all of the assets of the Defendants have been transferred to DOES 1 through 50,
7 inclusive, or some other individual or entity which he or she owns or controls, with the intent to
8 hinder, delay or defraud creditors of Defendants, leaving Defendants with no assets. Further,
9 Plaintiff is informed, believes and thereon alleges, that there exists a principal-agency relationship
10 between and among Defendants.

11 20. At all relevant times herein, Defendants were agents of each other and acting within
12 the course and scope of their agency.

13 **CLASS ACTION ALLEGATIONS AND FACTUAL BACKGROUND**

14 21. Pursuant to California Code of Civil Procedure section 382, Plaintiff brings this
15 action individually and as a class action on behalf of a proposed Class defined as follows:

16 Class:

17 All current and former non-exempt employees employed by Defendants in the State
18 of California within four (4) years prior to the commencement of this action to the
19 date of class certification.

20 22. The Class is also comprised of the following Subclass:

21 Waiting Time Sub-Class:

22 Those members of the Class who separated from their employment with Defendants
23 within three years prior to the commencement of this action to the date of class
24 certification.

25 23. Plaintiff reserves the right pursuant to California Rules of Court, Rule 3.764 and
26 3.765, to amend or modify the respective definitions of the Class and/or Subclasses to provide
27 greater specificity and/or further division into subclasses or limitation to particular issues based on
28 further investigation and discovery.

1 24. This action is brought, and may properly be maintained, as a class action pursuant
2 to California Code of Civil Procedure section 382 because there is a well-defined community of
3 interest in the litigation, and the proposed class is easily ascertainable. This action presents
4 questions of common interest and satisfies the numerosity, commonality, typicality, adequacy,
5 predominance, and superiority requirements of this provision.

6 25. Through this action, Plaintiff alleges Defendants have consistently maintained and
7 enforced against Plaintiff and Class Members unlawful employment practices and policies which
8 violate the Labor Code and IWC Wage Orders.

9 26. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
10 Defendants failed to pay Plaintiff and Class Members all minimum, regular, overtime, and double
11 time wages for all hours worked in violation of the Labor Code and IWC Wage Orders. During the
12 PAGA Period, Plaintiff and Class Members regularly worked more than eight (8) hours and/or 10
13 hours per workday, over 40 hours per workweek, and/or over eight (8) hours per workday on the
14 seventh consecutive day of work. Specifically, Employers failed to accurately record all time
15 worked, engaged in time shaving, and failed to pay all wages earned to Plaintiff and Class Members.
16 In addition, Plaintiff and Class Members would arrive at the worksite and prepare for their workday
17 but would not be clocked in until their supervisor arrived 5-10 minutes later to clock them in.
18 Plaintiff and Class Members also were not compensated for the time preparing for the workday
19 while waiting to be clocked in by Employers' management. In addition, Employers' management
20 sent work-related text messages to Plaintiff and Class Members, individually or in group chats,
21 while they were off-the-clock. Further, Employers auto-deducted meal periods when Plaintiff and
22 Class Members worked through or otherwise missed their meal periods. Employers also rounded
23 Plaintiff's and Class Members' hours worked, including meal periods, thereby depriving them of
24 work performed before and after their scheduled shifts or meal periods. Employers' rounding
25 practice systematically undercompensated Plaintiff and Class Members and favored the employer
26 rather than the employee. As such, Defendants failed to pay Plaintiff and Class Members minimum,
27 regular, overtime, and double time wages for all hours worked, in violation of the Labor Code and
28 applicable IWC Wage Orders.

1 27. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
2 Defendants deprived Plaintiff and Class Members of the opportunity to take all of their statutorily
3 entitled meal periods within the appropriate time intervals or provide compensation in lieu thereof
4 in violation of the Labor Code and IWC Wage Orders. During the Class Period, Defendants failed
5 to provide timely off-duty 30-minute meal periods within the appropriate time intervals to Plaintiff
6 and other Class Members as required by Labor Code section 512 and section 11 of the applicable
7 Wage Order. Specifically, Plaintiff and Class Members regularly had their meal periods missed,
8 interrupted, shortened, restricted to the worksite, and/or late. Specifically, Employers rounded
9 Plaintiff's and Class Members' meal periods. For example, despite providing meal periods of less
10 than 30-minutes to Plaintiff and Class Members, Employers rounded meal periods to 30 minutes.
11 Similarly, Plaintiff and Class Members sometimes missed their meal periods due to understaffing
12 and/or a busy workload, but a 30-minute meal period would be auto-deducted from their timecards
13 and/or pay. Employers also failed to adopt and implement a policy authorizing a second 30-minute
14 meal period when Plaintiff and other Class Members worked in excess of 10 hours per workday.
15 Further, Employers failed to provide Plaintiff and Class Members with potable water. Despite these
16 meal period violations and Plaintiff's and Class Members' complaints, Defendants failed to
17 compensate Plaintiff and Class Members with an additional hour of pay at their regular rate for
18 every day in which they suffered a meal period violation. Accordingly, Defendants failed to provide
19 Plaintiff and Class Members with timely, uninterrupted off-duty meal periods for at least 30
20 minutes when they worked more than five (5) hours and/or 10 hours in a workday, and failed to
21 compensate Plaintiff and Class Members with an additional hour of pay at their regular rate of pay
22 for every day in which they were denied a compliant meal period in violation of the Labor Code
23 and applicable IWC Wage Orders.

24 28. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
25 Defendants failed to permit Plaintiff and Class Members to take all of their statutorily entitled 10-
26 minute rest periods for every four (4) hours worked or major fraction thereof or provide
27 compensation in lieu thereof in violation of the Labor Code and IWC Wage Orders. Specifically,
28 Employers failed to provide uninterrupted, 10-minute rest breaks due to the same understaffing and

1 busy workload explained above. As such, Plaintiff and Class Members regularly had their rest
2 breaks missed, interrupted, shortened, and/or restricted to the worksite. Specifically, Employers
3 regularly failed to provide second rest breaks and failed to adopt and implement a policy authorizing
4 a third 10-minute rest period when Plaintiff and other Class Members worked in excess of 10 hours
5 per workday. These rest periods were necessary to avoid heat exhaustion on hot days.
6 Notwithstanding these rest break violations, Defendants failed to compensate Plaintiff and Class
7 Members with an additional hour of pay at their regular rate for every day in which they suffered a
8 rest period violation. Accordingly, Defendants violated the Labor Code and applicable IWC Wage
9 Orders.

10 29. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
11 Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses
12 incurred in the performance of their duties in violation of the Labor Code and IWC Wage Orders.
13 During the Class Period, Defendants failed to reimburse Plaintiff and Class Members for all
14 business expenses incurred for Defendants' benefit. Specifically, Plaintiff and Class Members were
15 required to use their personal cell phones to communicate with Employers and navigate to
16 worksites, vehicles to purchase additional tools and materials at the hardware store, and tools (e.g.,
17 drills, hammers, gloves, etc.) to perform their job duties without reimbursement. Accordingly,
18 Defendants violated the Labor Code and applicable IWC Wage Orders.

19 30. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
20 Defendants willfully failed to timely pay all wages due to Plaintiff and the Waiting Time Subclass
21 upon separation of employment in violation of the Labor Code and IWC Wage Orders. Plaintiff
22 and Waiting Time Subclass Members were not paid all wages (including minimum, regular,
23 overtime, and double time wages), reimbursements, meal period premiums, and/or rest period
24 premiums within the required time period in violation of the Labor Code and applicable IWC Wage
25 Orders.

26 31. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
27 Defendants failed to furnish Plaintiff and Class Members with accurate and complete wage
28 statements in violation of the Labor Code and IWC Wage Orders. Plaintiff and Class Members

1 received wage statements which did not accurately reflect the gross and net wages earned, total
2 hours worked, all applicable rates of pay and the corresponding number of hours worked at each
3 pay rate, and correct entity name and address on wage statements issued to Plaintiff and Class
4 Members, among other things in violation of the Labor Code and IWC Wage Orders.

5 32. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
6 described throughout this FAC were willful.

7 **NUMEROSITY**

8 33. The Class is so numerous that joinder of all of its members is impracticable. While
9 the exact number and identities of Class Members are unknown to Plaintiff at this time and can
10 only be ascertained through appropriate discovery, Plaintiff is informed, believes and thereon
11 alleges that the Class consists of more than 100 persons.

12 34. A class action is the only available method for the fair and efficient adjudication of
13 this controversy. The members of the Class are so numerous that joinder of all members is
14 impractical, if not impossible. The identity of Class Members can be ascertained by analysis of
15 Defendants' employee and payroll records.

16 **COMMONALITY**

17 35. Common questions of fact and law exist as to all members of the Class that
18 predominate over any questions affecting only individual Class Members. These common legal
19 and factual questions include, but are not limited to, the following:

20 (a) Whether Defendants failed to pay Plaintiff and Class Members all minimum,
21 regular, overtime, and double time wages for all hours worked by Plaintiff and Class Members;

22 (b) Whether Defendants rounded the time worked by Plaintiff and Class
23 Members to Defendants' advantage;

24 (c) Whether Defendants failed to provide timely, uninterrupted, off-duty 30-
25 minute meal periods to Plaintiff and Class Members without compensation in lieu thereof;

26 (d) Whether Defendants auto-deducted 30-minute meal periods for missed or
27 short meal periods;

28 (e) Whether Defendants failed to permit timely, uninterrupted, off-duty 10-

1 minute rest breaks for every four (4) hours or major fraction thereof worked by Plaintiff and Class
2 Members without compensation in lieu thereof;

3 (f) Whether Defendants failed to timely pay Plaintiff and Waiting Time
4 Subclass Members all wages due either immediately upon termination or within 72 hours after
5 resignation;

6 (g) Whether Defendants' conduct was willful;

7 (h) Whether Defendants failed to issue accurate itemized wage statements to
8 Plaintiff and Class Members;

9 (i) Whether Defendants failed to reimburse Plaintiff and Class Members for
10 necessary business expenditures;

11 (j) Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code sections 17200 *et seq.*; and

13 (k) Additional common questions of law and fact that may develop as the
14 litigation progresses.

15 **TYPICALITY**

16 36. Plaintiff is informed, believes, and thereon alleges that Plaintiff's claims are typical
17 of the claims of the Class because: Plaintiff and the Class sustained injuries and damages arising
18 out of and caused by Defendants' unlawful policies and practices; the claims arise out of the same
19 course of conduct by Defendants; Plaintiff's claims are based upon the same legal theories as the
20 claims of the Class; and the legal issues raised under California state law as a result of Defendants'
21 conduct apply equally to Plaintiff and the Class Members.

22 **ADEQUACY OF REPRESENTATION**

23 37. Plaintiff is an adequate representative of the Class, in that his claims (and defenses,
24 if any) are typical of those of the Class. Plaintiff has no conflicts of interest with his fellow Class
25 Members and will be able to fairly and adequately protect the interests of the Class. Plaintiff has
26 the same interests in the litigation of this case as the Class Members; and is committed to vigorous
27 prosecution of this case and has retained competent counsel experienced in class action and wage
28 and hour litigation of this nature.

1 **PREDOMINANCE**

2 38. Defendants have engaged in a common course of wage and hour abuse toward
3 Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and
4 Class Members predominate over any individual issues. Adjudication of these common issues in a
5 single action has important and desirable advantages of judicial economy.

6 **SUPERIORITY OF CLASS ACTION**

7 39. A class action is superior to other available methods for the fair and efficient
8 adjudication of this controversy because individual litigation of the claims of all Class Members is
9 impracticable. Even if every Class Member could afford individual litigation, the court system
10 could not. It would be unduly burdensome to the courts in which individual litigation of numerous
11 cases would proceed. Individualized litigation would also present the potential for varying,
12 inconsistent, or contradictory judgments and would magnify the delay and expense to all parties
13 and to the court system resulting from multiple trials of the same complex factual issues. Moreover,
14 individual actions by Class Members may establish inconsistent standards of conduct for
15 Defendants. By contrast, the conduct of this action as a class action, with respect to some or all of
16 the issues presented herein, presents fewer management difficulties, conserves the resources of the
17 parties and the court system, and protects the rights of each Class Member.

18 40. Defendants have acted or refused to act in respects generally applicable to the Class,
19 thereby making appropriate relief with regard to the members of the Class as a whole, as requested
20 herein.

21 **PUBLIC POLICY CONSIDERATIONS**

22 41. Employers in the State of California violate employment and labor laws every day.
23 Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation.
24 Former employees are fearful of bringing actions because they believe their former employers
25 might damage their future endeavors through negative references and/or other means. Class actions
26 provide Class Members who are not named in the action with a type of anonymity that allows for
27 the vindication of their rights while affording them privacy protections.

28 ///

FIRST CAUSE OF ACTION
(FAILURE TO PAY ALL WAGES)
(Against All Defendants)

42. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully set forth herein.

43. At all relevant times, Defendants had a duty to comply with Labor Code sections 204, 206, 223, 510, 1182.12, 1194, 1194.2, 1197, 1198, and the applicable IWC Wage Orders and California Code of Regulations.

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

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

46. Labor Code section 223 provides “[w]here any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or by contract.”

47. At all times relevant, Labor Code section 510, and applicable sections of the California Code of Regulations and the IWC Wage Orders applied to Plaintiff’s work with Defendants and continue to apply to Class Members’ employment with Defendants. Labor Code section 510 and applicable provisions of the California Code of Regulations and IWC Wage Orders state that any work performed in excess of eight hours in a workday and/or 40 hours in a workweek must be paid at one and one-half times the employee's regular rate of pay. Any work performed in excess of 12 hours in a workday must be compensated at the rate of no less than twice the regular rate of pay for an employee.

48. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to all employees in California for all hours worked. Local minimum wage ordinances may provide

1 for higher minimum wage rates that must be paid to employees for all hours worked in those locales
2 where each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay
3 less than the state or local minimum wage, whichever is higher, for any hour of work.

4 49. Labor Code section 1194 provides that any employee receiving less than the legal
5 minimum wage or the legal overtime compensation applicable to the employee is entitled to recover
6 in a civil action the unpaid balance of the full amount of the minimum wage or overtime
7 compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

8 50. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

10 51. Labor Code section 1198 prohibits employers from employing for longer hours or
11 less favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise
12 set by the Labor Commissioner.

13 52. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
14 Plaintiff and Class Members regularly worked over eight (8) hours and/or 10 hours per workday,
15 and/or over 40 hours per workweek. Plaintiff and other Class Members also worked over eight (8)
16 hours on the seventh consecutive day of work.

17 53. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
18 Defendants failed to pay Plaintiff and Class Members all wages for hours worked (including
19 minimum, regular, overtime, and double time wages) by failing to accurately record all time
20 worked, time shaving, rounding time, auto-deducting missed or short meal periods, and requiring
21 off-the-clock work without compensation, among other things.

22 54. As a direct and proximate result of Defendants' unlawful conduct, as set forth
23 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
24 of earnings from minimum, regular, overtime, and double time compensation due, in an amount to
25 be established at trial, plus prejudgment interest, attorneys' fees, and costs pursuant to statute.

26 55. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
27 as described herein and below.

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1 first and second meal periods were missed, late, interrupted, short, and/or not free of all duties. In
2 addition, Defendants rounded Plaintiff's and Class Members' meal periods and meal periods were
3 restricted to the worksite.

4 62. During the Class Period, Defendants failed to pay Plaintiff and Class Members meal
5 period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and the
6 applicable IWC Wage Order and California Code of Regulations.

7 63. Plaintiff is informed, believes, and thereon alleges that Class Members did not
8 voluntarily waive their meal periods.

9 64. As a direct and proximate result of Defendants' unlawful conduct, as set forth
10 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
11 of premium pay for meal period violations and earnings, in an amount to be established at trial, plus
12 prejudgment interest pursuant to statute. To the extent such unpaid premiums or meal period
13 violations are deemed unpaid wages, Plaintiff will also seek attorneys' fees and costs pursuant to
14 statute.

15 65. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
16 as described herein and below.

17 **THIRD CAUSE OF ACTION**

18 **(FAILURE TO PERMIT REST PERIODS OR PROVIDE COMPENSATION IN LIEU**
19 **THEREOF)**

20 **(Against All Defendants)**

21 66. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
22 fully set forth herein.

23 67. At all relevant times, Defendants had a duty to comply with Labor Code section
24 226.7 and the applicable IWC Wage Orders and California Code of Regulations.

25 68. Labor Code section 226.7(a) states "No employer shall require any employee to
26 work during any meal or rest period mandated by an applicable order of the Industrial Welfare
27 Commission."

28 69. Section 12 of the applicable IWC Wage Order provides in relevant part that:

1 (A) Every employer shall authorize and permit all employees to
2 take rest periods, which insofar as practicable shall be in the middle
3 of each work period. The authorized rest period time shall be based
4 on the total hours worked daily at the rate of ten (10) minutes net rest
5 time per four (4) hours or major fraction thereof. However, a rest
6 period need not be authorized for employees whose total daily work
time is less than three and one-half (3 1/2) hours. Authorized rest
period time shall be counted as hours worked for which there shall be
no deduction from wages.

7 (B) If an employer fails to provide an employee a rest period in
8 accordance with the applicable provisions of this order, the employer
9 shall pay the employee one (1) hour of pay at the employee's regular
rate of compensation for each work day that the rest period is not
provided.

10 70. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
11 Plaintiff and Class Members worked in excess of three-and-a-half (3.5) hours, six (6) hours, and/or
12 10 hours per workday.

13 71. During the Class Period, Plaintiff and Class Members did not receive compliant 10-
14 minute rest periods for every four hours worked or major fraction thereof because rest breaks were
15 missed, interrupted, shortened, restricted to the worksite, and/or not free of all duties.

16 72. During the Class Period, Defendants failed to pay Plaintiff and Class Members rest
17 period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
18 applicable IWC Wage Order.

19 73. As a direct and proximate result of Defendants' unlawful conduct, as set forth
20 herein, Plaintiff and Class Members have sustained and continue to sustain damages, including loss
21 of earnings, in an amount to be established at trial plus prejudgment interest pursuant to statute. To
22 the extent such unpaid premiums or rest period violations are deemed unpaid wages, Plaintiff will
23 also seek attorneys' fees and costs pursuant to statute.

24 74. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
25 as described herein and below.

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1 **FOURTH CAUSE OF ACTION**

2 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

3 **(Against All Defendants)**

4 75. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
5 fully set forth herein.

6 76. At all relevant times, Defendants had a duty to comply with Labor Code section 226
7 and the applicable IWC Wage Orders and California Code of Regulations.

8 77. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
9 of wages, employers must furnish each employee with an accurate itemized wage statement in
10 writing that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the
11 number of any piece-rate units earned and all applicable piece rates, (4) all deductions made from
12 wages, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name and last four
13 digits or employment identification number of the employee, (8) the name and address of the legal
14 entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding
15 number of hours worked at each hourly rate.

16 78. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of
17 a knowing and intentional failure by an employer to provide an accurate itemized wage statement
18 to recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each
19 violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee,
20 in addition to an award of costs and attorneys' fees.

21 79. Section 7 of the IWC Wage Orders requires Defendants to maintain time records
22 showing, among other things, when the employee begins and ends each work period, meal periods
23 taken, and total daily hours worked in an itemized wage statement, and must show all deductions
24 and reimbursements from payment of wages, and accurately report total hours worked by Plaintiff
25 and Class Members. Plaintiff is informed, believes, and thereon alleges that Defendants have
26 knowingly and intentionally failed to comply with the IWC Wage Orders.

27 80. Throughout the Class Period, Defendants provided wage statements that did not
28 accurately reflect the total number of hours worked by Plaintiff and Class Members at each

1 corresponding pay rate, the gross and net wages earned, and the correct entity name and address on
2 wage statements, among other things, making it difficult for Plaintiff and Class Members to
3 determine whether they were paid correctly for all hours worked, which deductions were made, and
4 the extent of any underpayment. Plaintiff has had to file this lawsuit in order to determine the
5 extent of the underpayment of wages, thereby causing Plaintiff to incur expenses and lost time.
6 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants
7 provided the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover
8 the underpayment of wages from Defendants. Defendants' violations of Labor Code section 226(a)
9 prevented Plaintiff and Class Members from knowing, understanding and disputing the wages paid
10 to them, and resulted in an unjustified economic enrichment to Defendants.

11 81. Defendants knowingly and intentionally failed to provide accurate, itemized wage
12 statements to Plaintiff and Class Members, and as such Plaintiff and Class Members are deemed to
13 have suffered injury in accordance with Labor Code section 226. Plaintiff and the Class are
14 therefore entitled to the damages and penalties provided for under Labor Code section 226(e).

15 82. Plaintiff and Class Members are also entitled to injunctive relief under Labor Code
16 section 226(h), compelling Defendants to comply with Labor Code section 226, and seek the
17 recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

18 83. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
19 as described herein and below.

20 **FIFTH CAUSE OF ACTION**
21 **(WAITING TIME PENALTIES)**
22 **(Against All Defendants)**

23 84. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
24 fully set forth herein.

25 85. At all relevant times, Defendants had a duty to comply with Labor Code
26 sections 201, 202, and 203, and the applicable IWC Wage Orders and California Code of
27 Regulations. Defendants failed to comply with these final paycheck requirements with respect to
28 Plaintiff and Waiting Time Subclass Members.

1 86. Labor Code section 201 requires that if an employer discharges an employee, the
2 wages earned and unpaid at the time of discharge are due and payable immediately.

3 87. Labor Code section 202 requires that if “an employee not having a written contract
4 for a definite period” quits, the employee’s wages shall become due and payable no later than
5 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention
6 to quit, in which case the employee is entitled to his or her wages at the time of quitting.

7 88. Labor Code section 203 provides that if an employer willfully fails to pay, without
8 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
9 employee shall continue as a penalty from the due date thereof at the same rate until paid or until
10 an action therefor is commenced, but that the wages shall not continue for more than 30 days per
11 employee.

12 89. Plaintiff is informed, believes, and thereon alleges, that at all relevant times,
13 Defendants willfully failed to timely pay Plaintiff and Waiting Time Subclass Members all of their
14 unpaid wages earned, including, but not limited to, minimum, regular, overtime, and double time
15 wages, compensation for non-compliant meal periods and rest periods, and unpaid expense
16 reimbursements upon separation of employment. Plaintiff and Waiting Time Subclass Members
17 are entitled to timely compensation upon separation of their employment for any outstanding
18 unpaid wages, reimbursements, and premiums but to date have not received such compensation
19 from Defendants, therefore entitling them to penalties pursuant to Labor Code section 203.

20 90. As a consequence of Defendants’ willful conduct in failing to pay all earned wages,
21 Plaintiff and Waiting Time Subclass Members are entitled to up to 30 days’ wages as a penalty for
22 Defendants’ failure to timely pay wages upon separation of employment, in addition to prejudgment
23 interest, attorneys’ fees, and costs in amounts that will be established at trial.

24 91. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
25 as described herein and below.

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1 **SIXTH CAUSE OF ACTION**

2 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

3 **(Against All Defendants)**

4 92. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
5 fully set forth herein.

6 93. At all relevant times, Defendants had a duty to comply with Labor Code
7 sections 2800 and 2802 and the applicable IWC Wage Orders and California Code of Regulations.

8 94. Labor Code section 2800 requires employers to indemnify employees for losses
9 caused by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and
10 Class Members failed to request, demand, notify or otherwise seek reimbursement for their
11 expenses and losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class
12 Members due to their own negligence.

13 95. Labor Code section 2802(a) requires that employers indemnify and reimburse
14 employees for all business expenses, which are defined as all necessary expenditures or losses
15 incurred by the employee in direct consequence of the discharge of the employee's duties or
16 otherwise incurred based on the employee's obedience to the employer's directions. Labor Code
17 section 2802(b) authorizes employees to recover in a court action interest which shall accrue from
18 the date on which the employee incurred the necessary expenditure or loss. Labor Code
19 section 2802(c) authorizes employees, who to enforce their right to reimbursements under Labor
20 Code section 2802, to also recover attorneys' fees and costs.

21 96. During the Class Period, Plaintiff and Class Members were required to use their
22 personal cell phones to communicate with Employers and navigate to worksites, vehicles to
23 purchase additional tools and materials at the hardware store, and tools (e.g., drills, hammers,
24 gloves, etc.) to perform their job duties without reimbursement.

25 97. Defendants have unfairly and unlawfully violated Labor Code sections 2800 and
26 2802, and the applicable IWC Wage Orders by failing to reimburse Plaintiff and Class Members
27 for all of their out-of-pocket business expenses incurred in the discharge of their job duties.

28 98. As a consequence of Defendants' willful conduct, Plaintiff and Class Members have

1 sustained damages for unreimbursed out-of-pocket business expenses, due in an amount to be
2 established at trial, plus prejudgment interest, attorney's fees, and costs pursuant to statute.

3 99. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief
4 as described herein and below.

5 **SEVENTH CAUSE OF ACTION**
6 **(UNFAIR BUSINESS PRACTICES)**
7 **(Against All Defendants)**

8 100. Plaintiff incorporates by reference all previous paragraphs of this FAC as though
9 fully set forth herein.

10 101. California Business & Professions Code Section 17200, *et seq.* prohibits unfair
11 competition by prohibiting unlawful, unfair, or fraudulent business practices or acts.

12 102. Defendants' conduct, as alleged herein, has been and continues to be unfair,
13 unlawful and harmful to Plaintiff, Class Members, and Defendants' competitors. Plaintiff seeks to
14 enforce important rights affecting the public interest within the meaning of California Code of Civil
15 Procedure section 1021.5.

16 103. Defendants' activities, as alleged herein, violate California law and constitute
17 unlawful business acts or practices in violation of California Business and Professions Code
18 sections 17200, *et seq.*

19 104. A violation of Business and Professions Code sections 17200, *et seq.* may be
20 predicated on the violation of any state or federal law.

21 105. Plaintiff brings this action on behalf of himself and all members of the general
22 public, including the Class Members, pursuant to the UCL. Defendants' conduct alleged below
23 constitutes false, fraudulent, unlawful, unfair, and/or deceptive business practices, in violation of
24 the UCL. Defendants' policies and practices have violated state law in at least the following
25 respects:

26 (a) Failing to pay all minimum, regular, overtime, and double time wages due
27 to Plaintiff and Class Members in violation of Labor Code sections 204, 206, 223, 510, 1182.12,
28 1194, 1194.2, 1197, and 1198;

1 (b) Failing to provide compliant meal periods or compensation in lieu thereof in
2 violation of Labor Code sections 226.7 and 512;

3 (c) Failing to authorize or permit rest breaks or provide compensation in lieu
4 thereof in violation of Labor Code section 226.7;

5 (d) Intentionally failing to provide Plaintiff and Class Members with accurate
6 itemized wage statements in violation of Labor Code section 226;

7 (e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
8 Subclass Members upon separation of employment in violation of Labor Code sections 201, 202,
9 and 203;

10 (f) Failing to reimburse Plaintiff and Class Members all necessary business
11 expenses in violation of Labor Code sections 2800 and 2802; and

12 (g) Violations of the IWC Wage Orders for the same conduct above.

13 106. Defendants' course of conduct, acts, and practices in violation of California law
14 mentioned above each constitute a separate and independent violation of the UCL. Defendants'
15 conduct described herein violates the policy or spirit of such laws or otherwise significantly
16 threatens or harms competition. The substantial harm to Plaintiff and Class Members in being
17 wrongfully denied earned wages, meal and rest periods, premium pay, and reimbursements
18 outweighs the utility, if any, of Defendants' policies or practices and, therefore, Defendants' actions
19 described herein constitute an unfair business practices or acts within the meaning of the UCL.

20 107. Plaintiff further brings this cause of action on behalf of the proposed Class, seeking
21 statutory and injunctive relief to stop the misconduct of Defendants, as complained herein, and to
22 compel restitution and disgorgement of all profits (i.e., unpaid wages, reimbursements, and
23 premiums, etc.) obtained by Defendants through the unfair and unlawful business practices
24 described herein pursuant to, *inter alia*, Business and Professions Code sections 17202, 17203, and
25 17208. Under the circumstances alleged, it would be inequitable and result in a miscarriage of
26 justice for Defendants to continue to retain the property of Plaintiff and Class Members.

27 108. Defendants' failure to adopt and implement policies in accordance with and/or
28 adhere to these laws, all of which are binding upon and burdensome to Defendants' competitors,

engenders an unfair competitive advantage for Defendants against its competitors, thereby constituting an unfair business practice, as set forth in the UCL.

109. Pursuant to California Business and Professions Code section 17203, as a direct and proximate result of the unfair business practices of Defendants, Plaintiff, individually, and on behalf of all employees similarly situated, is entitled to equitable and injunctive relief, against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff also seeks an order enjoining Defendants to cease and desist from engaging in the practices described herein.

110. Plaintiff and Class Members also request any other such legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper, including an injunction prohibiting Defendants from engaging in the unfair, unlawful, and/or fraudulent practices alleged in this FAC.

111. As a result of Defendants' unlawful and unfair business practices, Plaintiff and Class Members are entitled to and seek other appropriate relief available under California Business & Professions Code sections 17200 *et seq.* Plaintiff, on behalf of himself and the Class, also seeks recovery of attorneys' fees and costs of this action to be paid by Defendants as provided by California Code of Civil Procedure section 1021.5.

112. WHEREFORE, Plaintiff and the Class Members he seeks to represent request relief as described herein and below.

EIGHTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

113. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

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

1 115. On November 22, 2022, Plaintiff gave written notice of the specified provisions
2 alleged to have been violated by Defendants including the facts and theories to support the alleged
3 violations, as required by Labor Code section 2699.3. This written notice was provided via certified
4 mail to Defendants and to the LWDA by electronically filing the notice via the Department of
5 Industrial Relations' website. More than 65 days have passed since Plaintiff submitted his PAGA
6 notice to the LWDA without a response from the LWDA. Accordingly, Plaintiff may amend the
7 Complaint to add a PAGA cause of action against Defendants.

8 116. Under Labor Code section 2699.3(a)(2)(C), "Notwithstanding any other provision
9 of law, a plaintiff may as a matter of right amend an existing complaint to add a cause of action
10 arising under this part at any time within 60 days of the time periods specified in this part." More
11 than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice
12 from the LWDA. Accordingly, Plaintiff may amend his Complaint as a matter of right within this
13 60 day period as specified by Labor Code section 2699.3(a)(2)(C).

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

20 118. For all provisions of the Labor Code except those for which a civil penalty is
21 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one
22 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
23 two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent
24 pay period in which Defendants violated these provisions of the Labor Code.

25 119. Pursuant to Labor Code sections 2699.3 and 2699.5, Plaintiff may seek civil
26 penalties for any alleged violation of the following provisions: subdivision (k) of Section 96,
27 Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205,
28 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223,

1 and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
2 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
3 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of
4 Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603,
5 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026,
6 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197,
7 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292,
8 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5,
9 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55,
10 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31,
11 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and
12 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810,
13 subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

14 120. Defendants' conduct violates numerous Labor Code sections, including, but not
15 limited to, the following:

16 121. Violation of Labor Code sections 201-204, 206, 210, 222, 223, 510, 558, 1194,
17 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including minimum, regular,
18 overtime, and double time wages) owed to Plaintiff and other aggrieved employees during
19 employment and upon separation of employment as herein alleged;

20 122. Violation of Labor Code sections 226.7 and 512 for failure to provide meal periods
21 to Plaintiff and other aggrieved employees and failure to pay premium wages for missed meal
22 periods as herein alleged;

23 123. Violation of Labor Code sections 226.7 for failure to permit rest breaks to Plaintiff
24 and other aggrieved employees and failure to pay premium wages for missed rest periods as herein
25 alleged;

26 124. Violation of Labor Code sections 226 and 226.3 for failure to provide accurate
27 itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

28 125. Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate

1 records regarding the employment of Plaintiff and other aggrieved employees as herein alleged;
2 and

3 126. Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff
4 and other aggrieved employees for business expenses.

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

11 128. Labor Code section 558(a) provides “[a]ny employer or other person acting on
12 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
13 provision regulating hours and days of work in any order of the Industrial Welfare Commission
14 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
15 underpaid employee for each pay period for which the employee was underpaid . . . (2) For each
16 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period
17 for which the employee was underpaid.”

18 129. Labor Code section 558.1 provides that any “employer or other person acting on
19 behalf of an employer, who violates, or causes to be violated, any provision regulating minimum
20 wages or hours and days of work in any order of the Industrial Welfare Commission, or violates,
21 or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802 [of the Labor Code], may
22 be held liable as the employer for such violation.”

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

26 131. Labor Code section 1197.1 also provides “[a]ny employer or other person acting
27 either individually or as an officer, agent, or employee of another person, who pays or causes to be
28 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by

1 an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial
2 violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee
3 for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for
4 the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each
5 pay period for which the employee is underpaid regardless of whether the initial violation is
6 intentionally committed.

7 132. As set forth above, Defendants have violated numerous provisions of the Labor
8 Code regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff
9 also seeks the civil penalties set forth in Labor Code sections 558 and 1197.1 for himself, the
10 underpaid employees, and the State of California.

11 133. Plaintiff is an “aggrieved employee” because he was employed by the alleged
12 violators and had one or more of the alleged violations committed against him, and therefore is
13 properly suited to represent the interests of all other aggrieved employees.

14 134. Plaintiff has exhausted the procedural requirements under Labor Code section
15 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself
16 and all other aggrieved employees under the PAGA.

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

20 136. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred
21 herein.

22 **PRAYER FOR RELIEF**

23 **WHEREFORE**, Plaintiff, on behalf of himself and the proposed Class, other aggrieved
24 employees, and the State of California, prays for judgment and the following specific relief against
25 Defendants, jointly and severally, as follows:

- 26 1. That the Court certify the proposed Class and Subclasses, and any other class or
27 subclasses as appropriate under California Code of Civil Procedure section 382;
- 28 2. That Plaintiff be appointed as the Class Representative;

3. That the Law Office of Daniel J. Hyun and Alami Law Group be appointed as Class Counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For such general, economic, and/or special damages in an amount according to proof with interest thereon;
6. For damages, monetary relief, wages, premiums, reimbursements, benefits and penalties, including interest thereon;
7. For waiting time penalties pursuant to Labor Code section 203;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For the amounts provided for in Labor Code section 226.7;
10. For attorney's fees, costs of suit, including expert fees, and interest pursuant to Labor Code sections 218.6, 226, 1194, 2698 *et seq.*, and 2802 and California Code of Civil Procedure section 1021.5;
11. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
12. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
13. For liquidated damages pursuant to Labor Code section 1194.2;
14. For permanent injunctive relief described in the UCL cause of action;
15. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6, California Civil Code sections 3287 and 3289, and applicable law;
16. For post judgment interest on all amounts awarded to Plaintiff and Class Members as provided by law;
17. A declaratory judgment that the practices complained of herein are unlawful under

1 California law;

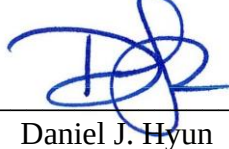
2 18. Such other equitable relief as the Court may deem proper;

3 19. For PAGA penalties; and

4 20. An award of such other and further relief as this Court may deem appropriate.

5
6 Dated: February 14, 2023

LAW OFFICE OF DANIEL J. HYUN/
ALAMI LAW GROUP

7
8 By:  _____

9 Daniel J. Hyun
David Alami

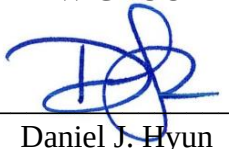
10 Attorneys for Plaintiff JOSEPH SAENZ

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

14
15 Dated: February 14, 2023

LAW OFFICE OF DANIEL J. HYUN/
ALAMI LAW GROUP

16
17 By:  _____

18 Daniel J. Hyun
David Alami

19 Attorneys for Plaintiff JOSEPH SAENZ

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