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Attorney for Plaintiff RICKY HERRERA
and all others similarly situated,

IN THE STATE OF CALIFORNIA

COUNTY OF STANISLAUS, CIVIL DIVISION

RICKY HERRERA, an individual, on behalf of
all others similarly situated,

Plaintiffs,

v.

PAN PACIFIC RV CENTERS, INC., a
California corporation, JOSEF DARIN
SHIELDS, an individual, SHERRY LAVONNE
SHIELDS, an individual, MATTHEW CURTIS
JONES, an individual, and DOES 1 through 20
inclusive,

Defendants.

Case No. CV-23-000687

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wage in Violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198;
2. Failure to Pay Overtime in Violation of Labor Code §§ 510 and 1198;
3. Failure to Provide Meal Periods in Violation of §§ 226.7, 512 (a), and 1198;
4. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and 1198;
5. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
6. Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records in violation of § 226, 1174 (d), and 1198;
7. Failure to Timely Pay Wages in Violation of Labor Code § 204;
8. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;

1 9. Civil Penalties in Violation of Labor Code
2 §§ 2698, et seq.;

3 10. Unfair Competition in Violation of Labor
4 Code §§17200, et seq.

5 **Jury Trial Demanded**
6

7 1. Plaintiff RICKY HERRERA, on behalf of himself and all others similarly situated, and
8 as an aggrieved employee on behalf of all other aggrieved employees, is informed and believes and
9 thereon alleges as follows:

10 **PARTIES, VENUE AND JURISDICTION**

11 2. This Class Action is brought pursuant to Code of Civil Procedure § 382 to recover
12 wages and all other available relief on behalf of Plaintiff and all similarly situated current and former
13 non-exempt, hourly- paid employees of Defendants.

14 3. This enforcement action is brought pursuant to the Private Attorneys General Act of
15 2004, California Labor Code §§ 2698, et seq. (“PAGA”) to recover civil penalties and any other
16 available relief on behalf of Plaintiff, the State of California, and other current and former aggrieved
17 employees of Defendants and against whom one or more Labor Code violations or any provision
18 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
19 Order were committed, as set forth in this Complaint.

20 4. Plaintiff RICKY HERRERA worked as a Technician and a Service Lot Supervisor for
21 PAN PACIFIC RV CENTERS, INC., JOSEF DARIN SHIELDS, SHERRY LAVONNE SHIELDS,
22 MATTHEW CURTIS JONES, and DOES 1-20, an RV dealership, located at 252 West Yettner Road,
23 French Camp, CA 95231. Defendants also have locations at 16695 Condit Rd., Morgan Hill, CA
24 95037 and 1104 El Camino Ave., Sacramento, CA 95815. Plaintiff worked at the French Camp
25 location from June 21, 2021 to June 21, 2022. Plaintiff's job duties included repairing trailers, and
26 cleaning trailers inside and out.

27 5. Plaintiff RICKY HERRERA was at all times relevant hereto a resident of Escalon,
28 California.

1 6. At all relevant times herein, Defendant PAN PACIFIC RV CENTERS, INC. was a
2 Corporation with its principal place of business in French Camp, California.

3 7. Defendant JOSEF DARIN SHIELDS was at all times relevant herein the principal of
4 PAN PACIFIC RV CENTERS, INC..

5 8. Defendant SHERRY LAVONNE SHIELDS was at all times relevant herein the
6 principal of PAN PACIFIC RV CENTERS, INC..

7 9. Defendant MATTHEW CURTIS JONES was at all times relevant herein the principal
8 of PAN PACIFIC RV CENTERS, INC..

9 10. Venue is proper pursuant to California Civil Procedure Code §§ 395 (a) and 395.5
10 because this suit was filed in the county where the liability arises, where the breach occurred and where
11 Defendants resided at the commencement of this action.

12 11. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
13 unity of interest and ownership between PAN PACIFIC RV CENTERS, INC., JOSEF DARIN
14 SHIELDS, SHERRY LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 that
15 the individuality and separateness of defendants have ceased to exist.

16 12. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
17 of purported corporate existence, PAN PACIFIC RV CENTERS, INC., JOSEF DARIN SHIELDS,
18 SHERRY LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 are, in reality, one
19 and the same.

20 13. PAN PACIFIC RV CENTERS, INC., JOSEF DARIN SHIELDS, SHERRY
21 LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 do not comply with all
22 requisite corporate formalities to maintain a legal and separate existence.

23 14. The business affairs of PAN PACIFIC RV CENTERS, INC., JOSEF DARIN
24 SHIELDS, SHERRY LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 are,
25 and at all times relevant were, so mixed and intermingled that the same cannot reasonably be
26 segregated, and the same are in inextricable confusion. PAN PACIFIC RV CENTERS, INC. is, and
27 at all times relevant hereto was, used by DOES 1-20, JOSEF DARIN SHIELDS, SHERRY
28 LAVONNE SHIELDS and MATTHEW CURTIS JONES as a mere shell and conduit for the conduct

1 of certain of Defendants' affairs, and is, and was, the alter ego of DOES 1-20. The recognition of the
2 separate existence of PAN PACIFIC RV CENTERS, INC. would not promote justice, in that it would
3 permit Defendants to insulate themselves from liability to Plaintiff for violations of state law. The
4 corporate existence of PAN PACIFIC RV CENTERS, INC. and DOES 1-20 should be disregarded in
5 equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
6 Plaintiff herein.

7 15. Accordingly, PAN PACIFIC RV CENTERS, INC., JOSEF DARIN SHIELDS,
8 SHERRY LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 are the alter egos
9 of one another, and the fiction of their separate corporate existence must be disregarded.

10 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
11 thereon alleges that PAN PACIFIC RV CENTERS, INC., JOSEF DARIN SHIELDS, SHERRY
12 LAVONNE SHIELDS, MATTHEW CURTIS JONES, and DOES 1-20 are joint employers by virtue
13 of a joint enterprise, and that the employees and agents of PAN PACIFIC RV CENTERS, INC. were
14 also employees of JOSEF DARIN SHIELDS, SHERRY LAVONNE SHIELDS, MATTHEW
15 CURTIS JONES and DOES 1-20. PAN PACIFIC RV CENTERS, INC. employees performed services
16 for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants
17 shared control of them as employees, either directly or indirectly, and the manner in which Defendants'
18 business was and is conducted.

19 17. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
21 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
22 Complaint to insert the true names and capacities of these Defendants when they become known to
23 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
24 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
25 Plaintiff as alleged hereinafter.

26 18. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
27 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
28 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and

1 each of them, and in doing the things alleged herein, were acting at least in part within the course and
2 scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or
3 joint venture and with the permission and consent of each of the other Defendants.

4 19. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
5 including those defendants named as DOES 1-20 acted in concert with one another to commit the
6 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
7 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
8 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
9 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
10 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
11 intended to cause and actually causing Plaintiff's harm.

12 20. Whenever and wherever reference is made in this Complaint to any act or failure to act
13 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
14 and/or failures to act by each Defendant acting individually, jointly and severally.

15 **GENERAL ALLEGATIONS**

16 21. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class members
17 were not paid for all hours worked because all hours worked were not recorded.

18 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
19 have known that Plaintiff and class members were entitled to receive certain wages for overtime
20 compensation and that they were in fact not receiving certain wages for overtime compensation.

21 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive at least minimum wages
23 for compensation and that they were not receiving at least minimum wages for work that was required
24 to be done off-the-clock. In violation of the California Labor Code, Plaintiff and class members were
25 not paid at least minimum wages for work done off-the-clock.

26 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that Plaintiff and class members were entitled to meal periods in accordance with
28 the Labor Code or payment of one additional hour of pay at their regular rates of pay when they were

1 not provided with timely, uninterrupted, 30 minute meal periods and that Plaintiff and class members
2 were not provided with all meal periods or payment of one additional hour of pay at their regular rates
3 of pay when they did not receive a timely, uninterrupted, 30 minute meal period.

4 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to 10 minute rest periods in
6 accordance with the Labor Code and applicable IWC Wage Order or payment of one additional hour
7 of pay at their regular rates of pay when they were not provided with a compliant 10 minute rest
8 period and that Plaintiff and class members were not provided compliant 10 minute rest periods or
9 payment of one additional hour of pay at their regular rates of pay when they were not provided a
10 compliant 10 minute rest period.

11 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to timely payment of all wages
13 earned upon termination of employment. In violation of the California Labor Code, Plaintiff and class
14 members did not receive payment of all wages due, including overtime wages, minimum wages, and
15 meal and rest period premiums, within the time periods required by law.

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to timely payment of wages during
18 their employment. Plaintiff and class members did not receive payment of all wages, including
19 overtime wages, minimum wages, and meal and rest period premiums in violation of the California
20 Labor Code.

21 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and class members were entitled to receive full reimbursement for
23 all business-related expenses and costs they incurred in direct consequence of the discharge of their
24 duties and that they did not receive full reimbursement of applicable business-related expenses and
25 costs incurred.

26 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff and
28 class members for all hours worked, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly, and intentionally failed to do so.

2 **CLASS ACTION ALLEGATIONS**

3 30. Plaintiff's proposed Class consists of:

4 All persons who worked for Defendants as non-exempt, hourly-paid employees in
5 California, within four years prior to the filing of the initial complaint until the date of
6 trial ("Class").

7 31. Plaintiff's proposed subclass consists of:

8 All persons who worked for Defendants as non-exempt, hourly-paid employees in
9 California and who received at least one wage statement within one year prior to the
10 filing of the initial complaint until the date of trial ("Subclass").

11 32. Members of the Class and Subclass are referred to herein as "Class."

12 33. Plaintiff reserves the right to redefine the Class and to add additional subclasses as
13 appropriate based on further investigation and discovery.

14 34. At all relevant times, Defendants have had a common and consistent policy and practice
15 of failing to pay the proper minimum wage and overtime, reimburse for necessary business
16 expenditures, furnish compliant wage statements, maintain accurate pay records, provide
17 uninterrupted meal and rest periods and timely pay wages in violation of the Labor Code and IWC
18 Wage Orders.

19 35. There is a well-defined community of interest in the litigation and the class members
20 are readily ascertainable:

21 36. **Numerosity:** The members of the Class are sufficiently numerous that joinder of all
22 members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time.
23 However, the Class is estimated to be greater than 50 individuals and the identity of such membership
24 is readily ascertainable by inspection of Defendants' employment records.

25 37. **Commonality:** There are questions of law and fact common to the Class that are
26 answerable on a common basis, and these questions predominate over individual questions. The
27 questions of law and fact common to the Class include, without limitation:

28 a. Whether Defendants required Plaintiff and class members to work over 8 hours per

1 day, over 12 hours per day, or over 40 hours per week and failed to pay them all
2 legally required overtime compensation;

3 b. Whether Defendants failed to pay Plaintiff and class members at least minimum
4 wages for all hours worked;

5 c. Whether Defendants failed to provide Plaintiff and class members with meal
6 periods;

7 d. Whether Defendants failed to provide Plaintiff and class members with rest periods;

8 e. Whether Defendants provided Plaintiff and class members with complete and
9 accurate wage statements as required by California Labor Code section 226 (a);

10 f. Whether Defendants failed to pay earned overtime wages, minimum wages, and
11 meal and rest period premiums due to Plaintiff and class members upon their
12 discharge;

13 g. Whether Defendants failed to timely pay overtime wages, minimum wages, and
14 meal and rest period premiums to Plaintiff and class members during their
15 employment;

16 h. Whether Defendants failed to reimburse Plaintiff and class members for necessary
17 business expenditures, losses incurred by them in direct consequence of the
18 discharge of their duties or obedience to the directions of the employer;

19 i. Whether Defendants engaged in unlawful and unfair business practices in violation
20 of California Business & Professions Code sections 17200, *et seq.*; and,

21 j. The appropriate amount of damages, restitution, or monetary penalties resulting
22 from Defendants' violations of California law.

23 38. **Typicality:** Plaintiff's claims are typical of the claims of the Class he seeks to represent.
24 As set forth herein, Defendants' common course of conduct causes Plaintiff and similarly situated
25 persons employed by Defendants the same or similar injuries and damages. Plaintiff's claims are
26 thereby representative of and co-extensive with the claims of the Class.

27 39. **Adequacy:** Plaintiff will fairly and adequately represent the interests of all members of
28 the Class he seeks to represent. Plaintiff is members of the Class he seeks to represent, does not have

1 any conflicts of interest with the Class, will prosecute the case vigorously on behalf of the Class, and
2 has already devoted time and resources to the initial investigation of these claims. Plaintiff's attorney
3 is competent and experienced in litigating employment actions, including wage and hour class actions.

4 40. **Superiority of Class Action:** A class action is superior to other available methods for
5 the fair and efficient adjudication of this controversy. In particular, Plaintiff is informed and believes
6 that some Class Members may be unwilling to bring individual lawsuits for fear of retaliation by
7 Defendants. Because the damages suffered by certain individual members of the Class may be
8 relatively small, the expense and burden of individual litigation make it impracticable for Class
9 Members to pursue their claims separately. Each member of the Class has been damaged and is entitled
10 to recovery by reason of Defendants' illegal, fraudulent and unfair employment practices and policies.
11 Class action treatment will allow those similarly situated persons to litigate their claims in the manner
12 that is most efficient and economical for the parties and the judicial system. Class action treatment
13 will also avoid inconsistent outcomes because the same issues can be adjudicated in the same manner
14 for all members of the Class.

15 **FIRST CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF**

17 **LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, and 1198**

18 **(AGAINST ALL DEFENDANTS)**

19 41. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
20 though fully set forth herein.

21 42. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
22 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be
23 paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
24 Compensable work time is defined by the applicable wage order as "the time during which an
25 employee is subject to the control of an employer, and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11010 (2) (G).

27 43. Due to Defendants' company-wide scheduling practices and policies, Plaintiff and
28 class members were forced to forego meal periods and/or have their meal periods interrupted by

1 work, and were not relieved of all duties for unpaid meal periods, in order to meet their deadlines
2 and handle their workloads. Defendants did not pay minimum wages for meal periods Plaintiff and
3 class members worked through that qualified for overtime premium payment. Defendants did not pay
4 Plaintiff and class members for the time they continued to perform their duties during their meal
5 periods.

6 44. Defendants had no policy and/or practice for scheduling second meal periods for
7 employees or for authorizing and permitting Plaintiff and class members to take second 30-minute
8 meal periods on days they worked in excess of 10 hours in one day. As a result, Defendants did not
9 provide Plaintiff and class members with all second 30-minute meal periods to which they were
10 entitled.

11 45. Defendants did not pay at least minimum wages for all hours worked by Plaintiff and
12 class members. To the extent that these off-the-clock hours did not qualify for overtime premium
13 payment, Defendants did not pay at least minimum wages for those hours Plaintiff and class members
14 worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
15 and 1198. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
16 class members for all of the hours they worked. Defendants' failure to pay Plaintiff and class members
17 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

18 46. Defendant also had a company-wide scheduling practice and policy of rounding
19 employee time entries. Plaintiff and his coworkers would sometimes clock in at around 7:30 a.m., but
20 the time system would punch them in at 8:00 a.m. The same system was applied for clocking out, and
21 sometimes Plaintiff and his coworkers would leave work at around 5:30 p.m., but the time system
22 would punch them out at 5:00 p.m.

23 47. Pursuant to California Labor Code section 1194.2, Plaintiff and class members are
24 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
25 thereon.

26 48. Defendants failure to pay the legal minimum wage to Plaintiff and the Class as alleged
27 herein is unlawful and creates entitlement, pursuant to Labor Code §1194, to recovery by Plaintiff and
28 the Class in a civil action for the unpaid balance of the full amount of the unpaid wages owed, including

1 interest thereon.

2 49. Pursuant to Labor Code §1194, Plaintiff and the Class are entitled to an award of
3 reasonable attorneys' fees and costs incurred in this action.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY OVERTIME WAGE**

6 **IN VIOLATION OF LABOR CODE §§ 510 and 1198**

7 **(AGAINST ALL DEFENDANTS)**

8 50. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
9 though fully set forth herein.

10 51. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor
11 that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the
12 standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
13 employees. The employment of any employee . . . under conditions of labor prohibited by the order
14 is unlawful."

15 52. The applicable IWC Wage Order required Defendants to pay Plaintiff and class
16 members working more than 8 hours in a day or more than 40 hours in a workweek, at the rate of time
17 and one-half for all hours worked in excess of 8 hours in a day or 40 hours in a workweek. The
18 applicable IWC Wage Order further required Defendants to pay Plaintiff and class members working
19 more than 12 hours in a day, overtime compensation at a rate of 2 times their regular rate of pay, and
20 2 times their regular rate of pay for hours worked in excess of 8 hours on the seventh consecutive
21 day of a work in a workweek.

22 53. At all relevant times, Defendants willfully failed to pay all overtime wages owed to
23 Plaintiff and class members. At all relevant times, Plaintiff and class members were not paid overtime
24 premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a
25 day, and/or in excess of 40 hours in a week.

26 54. At all relevant times herein, Defendants had, and continue to have, a company-wide
27 policy of failing to implement any policies to authorize and permit employees to take compliant meal
28 periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal

1 periods by assigning them a heavy workload and understaffing their facilities.

2 55. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
3 even though they are aware that employees are entitled to such meal periods. As a result of this
4 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff and class
5 members were not always permitted and authorized to take uninterrupted 30-minute meal periods
6 during shifts to which they were entitled to receive a meal period. For example, Plaintiff regularly
7 worked through meal periods and had meal periods interrupted by supervisors and by work to meet
8 expected targets.

9 56. At all relevant times, Defendants had no policy for scheduling second meal periods and
10 no practice of permitting Plaintiff and class members to take second 30-minute meal periods. As a
11 result, on days that Plaintiff and class members worked in excess of 10 hours, they were not provided
12 with second 30-minute meal periods.

13 57. Defendant also had a company-wide scheduling practice and policy of rounding
14 employee time entries. Plaintiff and his coworkers would sometimes clock in at around 7:30 a.m., but
15 the time system would punch them in at 8:00 a.m. The same system was applied for clocking out, and
16 sometimes Plaintiff and his coworkers would leave work at around 5:30 p.m., but the time system
17 would punch them out at 5:00 p.m.

18 58. Defendants knew or should have known that, as a result of their policies and practices,
19 Plaintiff and class members were performing some of their assigned duties off-the-clock and/or
20 during unpaid meal periods, and were suffered or permitted to perform work for which they were not
21 paid. Because Plaintiff and class members worked shifts in excess of 8 hours a day or more and 40
22 hours a week or more, much of this off-the-clock work qualified for overtime premium pay.
23 Therefore, Plaintiff and class members were not paid overtime wages for all of the overtime hours
24 they actually worked. To the extent Plaintiff and class members worked shifts in excess of 12 hours
25 a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, Plaintiff and
26 class members were not paid double time wages for all overtime hours they actually worked.

27 59. Defendants' failure to pay Plaintiff and class members the balance of overtime
28 compensation, as required by California law, violates the provisions of California Labor Code §§ 510

1 and 1198. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to
2 recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

3 60. Labor Code §558 (a) requires that any person acting on behalf of an employer who
4 violates, or causes to be violated, overtime rules pay a civil penalty in the amount of \$50 for each
5 underpaid employee for each pay period in which the employee was underpaid in addition to an
6 amount sufficient to recover underpaid wages. Also, Labor Code §558 (a) for each subsequent
7 violation, the person acting on behalf of an employer is liable in the amount of \$100 for each underpaid
8 employee for each pay period for which the employee was underpaid in addition to an amount
9 sufficient to recover the underpaid wages.

10 61. In addition to the above withheld overtime wages, Plaintiff and the Class are entitled
11 to civil penalties based upon Defendants' underpayment of overtime wages. Defendants violated
12 Labor Code §558 on each of the past pay periods within the one-year preceding the filing of this
13 complaint, the first of which Defendants are penalized \$50.00, and the remainder of which Defendants
14 are penalized \$100.00 each, for a total due in Labor Code §558 penalties in an amount to be proven at
15 trial.

16 **THIRD CAUSE OF ACTION**
17 **FAILURE TO PROVIDE MEAL PERIODS**
18 **LABOR CODE §§ 226.7, 512 (a) and 1198**
19 **(AGAINST ALL DEFENDANTS)**

20 62. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
21 though fully set forth herein.

22 63. "An employer shall not employ an employee for a work period of more than five hours
23 per day without providing the employee with a meal period of not less than 30 minutes, except that if
24 the total work period per day of the employee is no more than six hours, the meal period may be
25 waived by mutual consent of both the employer and employee. An employer shall not employ an
26 employee for a work period of more than 10 hours per day without providing the employee with a
27 second meal period of not less than 30 minutes, except that if the total hours worked is no more than
28 12 hours, the second meal period may be waived by mutual consent of the employer and the employee

1 only if the first meal period was not waived.” Labor Code § 512; IWC Wage Order Nos. 1–2001 to
2 16–2001, § 11; IWC Wage Order No. 17-2001, § 9; 8 Cal Code Regs §§ 11010-11160, § 11; 8 Cal
3 Code Regs § 11170, § 9.

4 64. At all relevant times herein, Labor Code §§ 226.7 and 512 (a), 1198 and the applicable
5 IWC Wage Order also require employers to provide a second meal break of not less than 30 minutes
6 if an employee works over 10 hours per day or to pay an employee one additional hour of pay at the
7 employee’s regular rate, except that if the total hours worked is no more than 12 hours, the second
8 meal period may be waived by mutual consent of the employer and the employee only if the first
9 meal period was not waived.

10 65. “An employer shall not require an employee to work during a meal ... period mandated
11 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
12 Commission If an employer fails to provide an employee a meal ... period in accordance with a
13 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order
14 of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of
15 pay at the employee's regular rate of compensation for each workday that the meal ... period is not
16 provided.” Lab. Code § 226.7 (b) & (c).

17 66. At all relevant times, Plaintiff and the Class regularly worked more than five hours per
18 day, and were thereby entitled to take uninterrupted 30-minute meal periods on each day of work.

19 67. At all relevant times herein, Defendants had, and continue to have, a company-wide
20 policy and/or practice of understaffing their locations while simultaneously assigning demanding
21 workloads, which had the combined effect of preventing Plaintiff and class members from taking all
22 timely, uninterrupted meal periods to which they were entitled. Additionally, Defendants had no
23 policy and/or practice of scheduling meal periods for Plaintiff and class members. As a result of
24 Defendants’ policies and/or practices, Plaintiff and class members had to work through some or all
25 of their meal periods, have their meal periods interrupted to return to work, and/or wait extended
26 periods of time before taking meal periods.

27 68. Defendants did not provide Plaintiff and class members with second 30-minute meal
28 periods on days that they worked in excess of 10 hours in one day. Plaintiff worked 10 or more hour

1 shifts and, at times, up to 12 or more hours in a shift without being permitted or authorized to take a
2 second 30-minute meal period.

3 69. Plaintiff is also informed and believes that Defendants engaged in a systematic,
4 company-wide practice and/or policy of not paying meal period premiums for Plaintiff and class
5 members, regardless of whether they were able to take a compliant meal break, in violation of the
6 applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Defendants
7 failed to provide Plaintiff and class members compliant meal periods in violation of California Labor
8 Code sections 226.7 and 512 and failed to pay the full meal period premiums due.

9 70. As alleged herein, Plaintiff and the Class are not exempt from the meal period
10 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.
11 Consequently, Defendants' conduct violates the applicable IWC Wage Order, and California Labor
12 Code §§ 226.7, 512 (a), and 1198. Plaintiff and class members are therefore entitled to recover from
13 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
14 day that the meal period was not provided, plus interest thereon and costs of suit in an amount subject
15 to proof at trial.

16 **FOURTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE REST PERIODS**
18 **LABOR CODE §§ 226.7 and 1198**
19 **(AGAINST ALL DEFENDANTS)**

20 71. Employees must be given 10-minute net rest periods for every 4 hours of work, to be
21 taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be
22 provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to
23 one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6
24 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker*
25 *Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); Wage Order Nos. 1–2001 to 16–
26 2001, §§11–12 (A); 8 Cal Code Regs §§11010-11160.

27 72. “An employer shall not require an employee to work during a rest ... period mandated
28 pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare

1 Commission If an employer fails to provide an employee a rest ... period in accordance with a
2 state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order
3 of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of
4 pay at the employee's regular rate of compensation for each workday that the rest ... period is not
5 provided." Lab. Code § 226.7 (b) & (c).

6 73. To comply with its obligation to provide rest periods under California Labor Code §
7 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how
8 employees spend their break time, and relieve their employees of all duties — including the obligation
9 that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM*
10 *Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

11 74. Defendants' company-wide policy and practice of understaffing while simultaneously
12 assigning demanding workloads, prevented Plaintiff and class members from being relieved of all duty
13 in order to take compliant rest periods.

14 75. Defendants also had a uniform policy of failing to schedule rest breaks. As a result,
15 Plaintiff and class members missed their rest breaks, would be required to take them late, or would
16 have their rest breaks interrupted. Plaintiff and class members were prevented from being relieved of
17 all duty in order to take compliant rest periods and instead would be required to continue working.

18 76. Plaintiff and class members worked shifts in excess of 3 ½ hours, in excess of 6 hours,
19 and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
20 were entitled.

21 77. Defendants have also engaged in a systematic, company-wide practice and/or policy
22 of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus,
23 Defendants denied Plaintiff and class members rest periods and failed to pay them rest period
24 premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

25 78. As alleged herein, Plaintiff and the Class are not exempt from the rest period
26 requirements of the applicable Code of Regulations and Industrial Welfare Commission Orders.

27 79. Defendants' conduct violates the applicable IWC Wage Order and California Labor
28 Code §§ 226.7 and 1198. Plaintiff and class members are therefore entitled to recover from

1 Defendants one additional hour of pay at the employee's regular rate of compensation for each work
2 day that the rest period was not authorized or permitted, plus interest thereon and costs of suit in an
3 amount subject to proof at trial.

4 **FIFTH CAUSE OF ACTION**
5 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**
6 **IN VIOLATION OF LABOR CODE § 2802**
7 **(AGAINST ALL DEFENDANTS)**

8 80. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
9 though fully set forth herein.

10 81. An employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
12 or her obedience to the directions of the employer.

13 82. At all times relevant herein, Class Members have been required by Defendants to
14 purchase tools, and in fact did purchase tools in order to perform their duties.

15 83. During the interview process, Plaintiff was specifically told that he had to supply his
16 own tools for the job. He invested approximately \$1,200 in tools since he was hired. Prior to being
17 hired, the value of the tools he owned and used at this job was approximately \$4,000, and he had a
18 toolbox that he used which cost him approximately \$3,500. Though Defendants had a tool room and
19 two shop boxes, most of the time Plaintiff and the other employees would have to use their own tools,
20 as Defendants did not have the necessary tools needed for all the employees to complete their job
21 duties. Despite using their own tools for the job, Plaintiff and other employees never received at least
22 twice the minimum wage on any pay period.

23 84. At all times relevant herein, Defendants have had a uniform practice and policy of
24 paying their employees less than twice the minimum wage in contravention of the applicable IWC
25 Wage Orders and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

26 85. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
27 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
28 indemnify the Class for the reasonable expenses they incurred in the course of performing their duties.

Specifically, Plaintiff is informed and believes and thereon alleges that at all relevant times, Defendants have not reimbursed Class Members for the purchase of their tools.

86. As a result of the foregoing, all members of the Class are entitled to recover all sums incurred by them for the purchase of the tools that were necessary for the performance of their jobs and which they were required to purchase in an amount according to proof at trial.

87. As a result of the foregoing, Class members are further entitled to an award of interest at the same rate as judgments in civil actions, accruing from the date on which they incurred the necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by them for enforcing the rights granted by Labor Code § 2802.

SIXTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS AND FAILURE TO MAINTAIN ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR CODE §§ 226 1174 (d), and 1198 (AGAINST ALL DEFENDANTS)

88. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

89. Pursuant to Labor Code §§ 226 and 1174, employers have a duty to provide their non-exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross wages, total deductions net wages earned and name of the employer. An employer who violates these Code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00.

90. "Every employer shall keep accurate information with respect to each employee including the following: (1) Full name, home address, occupation and social security number ... (3) Meal periods, split shift intervals and total daily hours worked shall also be recorded." IWC Wage Order 4-2001, section 7 (A) (1) & (3).

91. "Every person employing labor in this state shall: (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep, at a central location in

1 the state or at the plants or establishments at which employees are employed, payroll records showing
2 the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and
3 any applicable piece rate paid to, employees employed at the respective plants or establishments.”
4 Lab. Code § 1174 (c) & (d).

5 92. “Any person employing labor who willfully fails to maintain the records required by
6 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
7 Section 1174 ... shall be subject to a civil penalty of five hundred dollars (\$500).” Cal. Lab. Code §
8 1174.5.

9 93. “A copy of the statement and the record of the deductions shall be kept on file by the
10 employer for at least three years at the place of employment or at a central location within the State of
11 California.” Cal. Lab. Code § 226 (a).

12 94. Pursuant to Labor Code § 558.1, any employer or other person acting on behalf of an
13 employer, who violates, or causes to be violated, Labor Code section 226, may be held liable as the
14 employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to a
15 natural person who is an owner, director, officer, or managing agent of the employer.

16 95. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff
17 and Subclass members with uniform, incomplete, and inaccurate wage statements.

18 96. Because Defendants failed to document and deducted time worked from Plaintiff's and
19 Subclass members' wage statements and employment records for meal periods they did not actually
20 receive, Defendants unlawfully deducted wages earned and meal period premiums that should have
21 been paid. Thus, Defendants did not furnish wage statements to Plaintiff and Subclass members
22 containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1),
23 accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages
24 earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each
25 corresponding hourly rate in violation of Labor Code § 226 (a) (9).

26 97. To the extent that Defendants paid any meal break premium and/or rest break premium
27 payments, Defendants failed to identify such payments on Plaintiff's and Subclass members' wage
28 statements and employment records, and Defendants otherwise failed to provide information on the

1 wage statements sufficient to identify how many premium payments were paid during each pay
2 period, the specific dates worked giving rise to the premium payments owed, or to determine whether
3 such premium payments adequately and/or accurately compensated Plaintiff and Subclass members
4 for any and all premiums owed.

5 98. California Labor Code § 1198 provides that the maximum hours of work and the
6 standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the
7 applicable IWC Wage Orders. § 1198 further provides that “the employment of any employees for
8 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
9 unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time
10 records showing when the employee begins and ends each work period and meal period. At all
11 relevant times, Defendants failed, on a company-wide basis, to keep records of meal period start and
12 stop times for Plaintiff and Subclass members in violation of section 1198.

13 99. California Labor Code section 1174 (d) provides that “every person employing labor
14 in this state shall ... keep a record showing the names and addresses of all employees employed and
15 the ages of all minors” and “keep, at a central location in the state or at the plants or establishments
16 at which employees are employed, payroll records showing the hours worked daily by and the wages
17 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
18 employed at the respective plants or establishments...” At all relevant times, and in violation of Labor
19 Code § 1174 (d), Defendants willfully failed to maintain accurate payroll records for Plaintiff and
20 Subclass members showing the daily hours they worked and the wages paid thereto as a result of
21 failing to record the off-the-clock hours that they worked.

22 100. Plaintiff and Subclass members are entitled to recover from Defendants the greater of
23 their actual damages caused by Defendants’ failure to comply with California Labor Code § 226 (a),
24 or an aggregate penalty not exceeding four thousand dollars \$4,000 per employee, in addition to
25 attorneys’ fees and costs.

26 **SEVENTH CAUSE OF ACTION**
27 **FAILURE TO TIMELY PAY WAGES**
28 **IN VIOLATION OF LABOR CODE § 204**

101. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

102. "All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Labor Code § 204.

103. "In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld." Labor Code § 210.

104. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff and the Class by the seventh calendar day following the close of the payroll period. Indeed, as discussed above, Plaintiff and the Class are owed wages for unpaid minimum wage, unpaid overtime, meal periods, rest periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff and the Class were not paid all wages earned by the seventh calendar day following the close of their pay periods.

105. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff and the Class are entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

EIGHTH CAUSE OF ACTION

WILLFUL FAILURE TO PAY WAGES

IN VIOLATION OF LABOR CODE §§ 201-203

106. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

107. “If an employer discharges an employee, the wages earned and unpaid at the time of

1 discharge are due and payable immediately.” Labor Code § 201.

2 108. “If an employee not having a written contract for a definite period quits his or her
3 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
4 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
5 employee is entitled to his or her wages at the time of quitting.” Labor Code § 202.

6 109. “If an employer willfully fails to pay any wages of an employee who is discharged or
7 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
8 rate until paid or until an action therefor is commenced.” Labor Code § 203.

9 110. Plaintiff and the Class were not exempt from the requirements of Labor Code §§ 201-
10 203.

11 111. At no time since Plaintiff’s or the Class’s separation of employment did Defendants pay
12 them wait-time penalties as required by Labor Code § 203.

13 112. As a direct and proximate result of Defendants’ willful failure to pay Plaintiff’s and the
14 Class’s wages upon their separation of employment, Plaintiff and the Class incurred wait-time
15 penalties in an amount equal to their daily rate of pay over the period that the wages were not paid in
16 an amount subject to proof at trial.

17 **NINTH CAUSE OF ACTION**
18 **CIVIL PENALTIES IN VIOLATION OF**
19 **LABOR CODE § 2699, ET SEQ.**
20 **(AGAINST ALL DEFENDANTS)**

21 113. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
22 though fully set forth herein.

23 114. Under Labor Code § 2698, et seq., Plaintiff, as a aggrieved employee, may bring an
24 action against defendants, on behalf of himself and other current or former employees, seeking civil
25 penalties for defendants’ violations of the California Labor Code.

26 115. Plaintiff was a aggrieved employee within the meaning of Labor Code §2698, et seq.
27 by virtue of the numerous Labor Code violations he was subjected to as plead herein.

28 116. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings

1 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
2 for necessary business expenditures in violation of Labor Code § 2802, failing to pay minimum wages
3 in violation of Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198, failing to pay overtime in
4 violation Labor Code §§ 510 and 1198, failing to furnish compliant wage statements and maintain
5 accurate pay records in violation of § 226, 1174 (d), and 1198, failing to provide meal periods in
6 violation of §§ 226.7, 512 (a), and 1198, failing to provide rest periods in violation of Labor Code §§
7 226.7 and 1198, failure to timely pay wages in violation of Labor Code § 204 and willful failure to
8 pay wages in violation of Labor Code § 201-203.

9 117. On November 8, 2022, Plaintiff provided written notice by online filing with the Labor
10 and Workforce Development Agency and by certified mail to Defendants of the specific provisions of
11 the Labor Code alleged to have been violated, including the facts and theories to support the alleged
12 violation, as required by Labor Code § 2699.3 (a) (1) (A).

13 118. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
14 Workforce Development Agency of its intent to pursue an action against Defendants.

15 119. As a direct and proximate result of Defendants' California Labor Code violations as set
16 forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period
17 for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent
18 violation, pursuant to Labor Code § 2699 (f), for those Labor Code sections not expressly providing
19 for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
20 provide for a penalty.

21 120. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
22 recovered civil penalties.

23 **TENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION IN VIOLATION OF**
25 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**
26 **(AGAINST ALL DEFENDANTS)**

27 121. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
28 though fully set forth herein.

1 122. Defendants are a “person” as defined by California Business & Professions Code
2 sections 17201.

3 123. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful
4 and harmful to Plaintiff, the Class, aggrieved employees and to the general public. Plaintiff and the
5 Class have suffered injury in fact and have lost money as a result of Defendants’ unlawful business
6 practices. Plaintiff and the Class seek to enforce important rights affecting the public interest within
7 the meaning of Code of Civil Procedure section 1021.5.

8 124. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
9 predicated on the violation of any state or federal law.

10 125. The employment practices engaged in by Defendant as plead herein, including
11 violations of the Labor Code sections, Code of Regulations and Wage Orders, constitute unfair
12 business practices in violation of Business & Professions Code §§17200, *et seq.*

13 126. As a result of Defendants’ unfair business practices, Defendants have reaped unfair
14 benefits and illegal profits at the expense of Plaintiff, the Class and members of the public.

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

21 **PRAYER FOR RELIEF**

22 Plaintiff and the Class pray for relief and judgment against Defendants as follows:

23 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess
24 of \$25,000, exclusive of interest and costs.

25 **Class Certification**

- 26 2. That this case be certified as a class action;
27 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
28 4. That counsel for Plaintiff be appointed as class counsel.

1
2 **As to the First Cause of Action**

3 **(Unpaid Minimum Wages)**

4 5. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
5 1182.12, 1194, 1197, 1197.1, 1198, applicable Wage Orders and Codes of Regulation by willfully
6 failing to pay minimum wages to Plaintiff and class members;

7 6. For payment of unpaid wages in an amount subject to proof;

8 7. For liquidated damages pursuant to Labor Code §1194.2 in an amount subject to proof,
9 plus interest;

10 8. For prejudgment interest at the legal rate from the date the obligation became due
11 through the date of judgment in this matter;

12 9. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
13 enforcement of the rights granted by Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 pursuant
14 to Labor Code § 1194 (a); and

15 10. For such other relief that the Court deems just and appropriate.

16 **As to the Second Cause of Action**

17 **(Unpaid Overtime)**

18 11. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
19 510 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
20 overtime wages to Plaintiff and class members;

21 12. For payment of unpaid overtime wages in an amount subject to proof;

22 13. For prejudgment interest at the legal rate from the date the obligation became due
23 through the date of judgment in this matter;

24 14. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
25 enforcement of the rights granted by Labor Code §§ 510 and 1198 pursuant to Labor Code § 1194 (a);
26 and

27 15. For such other relief that the Court deems just and appropriate.
28

1
2 **As to the Third Cause of Action**

3 **(Failure to Provide Meal Periods)**

4 16. That the Court declare, adjudge, and decree that Defendants violated California Labor
5 Code §§ 226.7, 512 (a), 1198, applicable IWC Wage Orders and Codes of Regulation by willfully
6 failing to provide all meal periods to Plaintiff and class members;

7 17. That the Court make an award to the Plaintiff and class members of one hour of pay at
8 each employee's regular rate of pay for each workday that a meal period was not provided;

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

10 19. For premiums pursuant to California Labor Code section 226.7 (b);

11 20. For pre-judgment interest on any unpaid meal period premiums from the date such
12 amounts were due, or as otherwise provided by law;

13 21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
14 as otherwise provided by law; and

15 22. For such other relief that the Court deems just and appropriate.

16 **As to the Fourth Cause of Action**

17 **(Failure to Provide Rest Periods)**

18 23. That the Court declare, adjudge, and decree that Defendants violated California Labor
19 Code §§ 226.7, 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to
20 provide all rest periods to Plaintiff and class members;

21 24. That the Court make an award to the Plaintiff and class members of one hour of pay at
22 each employee's regular rate of pay for each workday that a rest period was not provided;

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

24 26. For premiums pursuant to California Labor Code section 226.7 (b);

25 27. For pre-judgment interest on any unpaid rest period premiums from the date such
26 amounts were due, or as otherwise provided by law;

27 28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
28 as otherwise provided by law; and

1 29. For such other relief that the Court deems just and appropriate.

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

3 **(Unreimbursed Business Expenses)**

4 30. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802
5 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

6 31. For unreimbursed business expenses and for all actual, consequential, and incidental
7 losses and damages, according to proof;

8 32. For interest at the same rate as judgments in civil actions, accruing from the date on
9 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
10 2802;

11 33. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
12 enforcement of the rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

13 34. For such other relief that the Court deems just and appropriate.

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

15 **(Noncompliant Wage Statements and Payroll Records)**

16 35. That the Court adjudge, declare and decree that Defendants violated Labor Code §§
17 226 and 1198, applicable IWC Wage Orders and Codes of Regulation by willfully failing to furnished
18 compliant, accurate itemized wage statements to Plaintiff and class members and for failure to keep
19 accurate payroll records;

20 36. For consequential and incidental losses and damages according to proof;

21 37. For injunctive relief pursuant to Labor Code § 226 (h);

22 38. For statutory penalties pursuant to Labor Code § 226 (e);

23 39. For all reasonable costs and attorney's fees incurred by Plaintiff's and the Class's
24 enforcement of the rights granted by Labor Code §§ 226 pursuant to Labor Code § 226 (e) (1); and

25 40. For such other relief that the Court deems just and appropriate.

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

27 **(Failure to Timely Pay Wages)**

28 41. That the Court declare, adjudge, and decree that Defendants violated California Labor

1 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
2 wages to Plaintiff and class members;

3 42. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
4 withheld from Plaintiff and class members;

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

6 44. For pre-judgment interest on any unpaid wages from the date such amounts were due,
7 or as otherwise provided by law;

8 45. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
9 as otherwise provided by law; and

10 46. For such other relief that the Court deems just and appropriate.

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

12 **(Willful Failure to Pay Wages)**

13 47. That the Court declare, adjudge, and decree that Defendants violated California Labor
14 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
15 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff and class members
16 either upon discharge or within 72 hours of their resignation;

17 48. For wait time penalties pursuant to Labor Code § 203;

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

19 50. For pre-judgment interest on any unpaid wages from the date such amounts were due,
20 or as otherwise provided by law;

21 51. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
22 as otherwise provided by law; and

23 52. For such other relief that the Court deems just and appropriate.

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

25 **(Civil Penalties under the PAGA)**

26 53. That the Court declare, adjudge, and decree that Defendants violated all California
27 Labor Code sections plead herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174,
28 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

1 54. For civil penalties pursuant to 210, 226.3, 256, 558, 1174.5, 1197.1, 2699 (a) and/or
2 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor
3 Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1, 1198 and 2802;

4 55. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any
5 and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead
6 herein, including Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1197, 1197.1,
7 1198 and 2802;

8 56. For pre-judgment and post-judgment interest as provided by law; and

9 57. For such other and further relief as the Court deems just and appropriate.

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

11 **(Unfair Competition)**

12 58. That the employment practices engaged in by Defendants as plead herein, including
13 violations of the Labor Code, Code of Regulations and Wage Orders, constitute unfair business
14 practices in violation of Business & Professions Code §§17200, et seq.;

15 59. For restitution of unpaid wages to Plaintiff and all class members and prejudgment
16 interest from the day such amounts were due and payable;

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

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

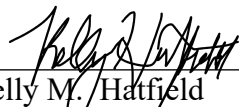
22 62. For such other and further relief as the Court deems just and appropriate.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff and the Class hereby demand a trial by jury on all issues.

25
26 **PIMENTEL LAW, P.C.**

27
28 Dated: February 8, 2023

By: 

Kelly M. Hatfield
Attorney for the Plaintiff