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 LUIS ESPINOZA,  
 and all putative class members

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

LUIS ESPINOZA, an individual, on behalf of  
 himself and all others similarly situated,

Plaintiff,

vs.

PACIFIC COAST TREE EXPERTS, a  
 California Corporation, and DOES 1-50,  
 inclusive,

Defendants.

Case No.: **22STCV35361**

**CLASS ACTION COMPLAINT FOR:**

- 1. Failure to Pay for All Hours Worked, Including Overtime**
- 2. Failure to Pay Wages Due Upon Termination**
- 3. Failure to Provide Rest Breaks**
- 4. Failure to Provide Uninterrupted Meal Breaks & Second Meal Breaks**
- 5. Failure to Reimburse for Required Business Expenses**
- 6. Failure to Provide Accurate Itemized Wage Statements**
- 7. Unlawful Business Practices**  
**Bus & Prof. Code §17200**

**JURY TRIAL DEMANDED**

Plaintiff LUIS ESPINOZA, individually, and on behalf of all others similarly situated,  
 alleges as follows:

## NATURE OF THE ACTION

1. This is an employment class action on behalf of over 100 hourly, non-exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff brings this employment class action complaint on behalf of himself, and all others similarly situated against PACIFIC COAST TREE EXPERTS, and the other Defendants DOES 1-50, inclusive, (hereafter collectively “Defendant” or “Defendants”).

2. Defendants PACIFIC COAST TREE EXPERTS provide tree services to residential and commercial customers. Plaintiff LUIS ESPINOZA worked as an hourly, non-exempt employee from 2017 until September 30, 2022.

3. As described further below, Defendants have violated the California Labor Code by (1) failing to pay for all hours worked including overtime hours worked (§204, 206, 206.5, 210, 216, 218, 218.6, 221, 222, 223, 510, 558, 1194, 1197, 1197.1, 1198); (2) failing to pay wages due upon termination (§201, 202, 203, 256); (3) failing to provide rest breaks (§226, 226.7, 512, 558, 1198); (4) failing to provide uninterrupted meal breaks & second meal breaks (§226, 226.7, 512, 558, 1198); (5) failing to reimburse for required business expenses (2802); (6) and failing to provide accurate wage statements and maintain accurate records (§226, 1174, 1174.5); and (7) unlawful and unfair business practices (Bus. & Prof. Cod3 §17200, et. seq.).

4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”) §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys’ fees and costs. Pursuant to the class action procedures provided for under California law, Plaintiff, on behalf of himself and proposed Class Members (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendants have received from their unlawful actions as alleged herein.

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of final disposition of this action. From the start of the Class Period through the present, Defendants have had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, not reimbursing required

business expenses, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. Defendants have treated all persons employed in California in such a way as to violate California's laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendants have knowingly and with conscious disregard of the law refused to pay the Class Members all wages owed, including overtime wages and meal and rest break penalty wages. Defendants have violated numerous Labor Code provisions, as set forth herein. Class Members are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and Class Members for the delay in receiving wages due.

7. Defendants, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

#### **THE PARTIES**

8. Plaintiff LUIS ESPINOZA is an individual who resides in California and worked for Defendants as an hourly, non-exempt employee from 2017 until September 30, 2022.

9. Defendants PACIFIC COAST TREE EXPERTS is a California corporation, doing business in California with the capacity to sue and to be sued and doing business, in Los Angeles County, State of California. Defendants exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

10. Defendants Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendants are responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff and the Class Members herein alleged were proximately caused by such Doe Defendants.

11. Plaintiff is informed and believes and thereon alleges that each Defendants, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,

1 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and  
2 believes and thereon alleges that each Defendants acted in all respects pertinent to this action as  
3 the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects  
4 pertinent hereto, and the acts of each Defendants are legally attributable to the other Defendants.

### 5 **JURISDICTION AND VENUE**

6 12. Venue is proper in this judicial district because Defendants conduct business in this  
7 County and Defendants have legal obligations to Plaintiff and many of the Class Members in this  
8 case that arose in this county.

9 13. The monetary damages, restitution and statutory penalties sought by Plaintiff exceeds  
10 the minimal jurisdictional limits of the Superior Court and will be established according to proof  
11 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in  
12 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than  
13 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

14 14. The California Superior Court has jurisdiction in this matter because Plaintiff is a  
15 resident of California and Defendants are incorporated in and/or qualified to do business in  
16 California and regularly conduct business in California. Further, there is no federal question at  
17 issue as the claims herein are based solely on California law.

### 18 **GENERAL ALLEGATIONS**

19 15. During the Class Period, Defendants committed various violations of the California  
20 Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail.  
21 Defendants enforce multiple policies that violate state law which are intended to increase its own  
22 profits to the detriment of its employees.

23 16. Plaintiff and the putative class are employees of Defendants working in or for their tree  
24 servicing company.

25 17. Plaintiff was denied payment for all hour hours worked, resulting from Defendants'  
26 practices of rounding timecards and failing to pay for travel time and other off the clock while on  
27 the job.  
28

1 18. During Plaintiff's employment, Defendants failed to maintain a compliant meal period  
2 policy and practice. Defendants failed to provide all hourly employees with their right to take an  
3 off-duty unpaid 30-minute meal period.

4 19. Defendants failed to maintain a policy and practice that provides its employees with  
5 off-duty rest periods as required by California law.

6 20. Plaintiff was required to utilize their personal cell phones for work purposes.  
7 Defendants did not reimburse them in any way for the expense of their personal cell phone use as  
8 required by the Labor Code §2802.

9 21. Defendants intentionally and willfully failed to pay Plaintiff who are no longer  
10 employed by it all compensation due upon termination of employment as required by Cal. Lab.  
11 Code §§201 and 202.

12 22. Defendants failed to pay all wages earned to employees as a result of the unlawful  
13 employment policies and practices which resulted in a failure to pay all wages owed twice per  
14 month in violation of Labor Code §204(a).

15 23. Defendants further failed to provide timely, accurate, itemized wage statements to  
16 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

17 24. Based upon the above allegations, Defendants engaged in unfair competition.

#### 18 **CALIFORNIA CLASS ACTION ALLEGATIONS**

19 25. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,  
20 to recover from Defendants for failure to comply with California wage and hour laws, and for  
21 claims under Business and Professions Code § 17200.

22 26. This action has been brought and may properly be maintained as a class action  
23 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is  
24 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100  
25 employees who have been similarly injured by Defendants' unlawful employment policies and  
26 practices.

27 27. The "Relevant Time Period" or proposed "Class Period" as defined herein commences  
28 four years prior to the date of filing this Complaint.

1           28. Plaintiff brings this action on their behalf and as a class action under Cal. Code of  
2 Civil Procedure §382 on behalf of the following defined groups:

3           29. Proposed Class: “All persons who are employed or have been employed by  
4 Defendants in the State of California as hourly, non-exempt workers during the period of the  
5 relevant statute of limitations.”

6           30. Proposed Sub-classes:

7           A. All persons who are employed or have been employed by Defendants in the  
8 State of California as hourly, non-exempt workers during the period of the  
9 relevant statute of limitations, who worked one or more shift in excess of five  
10 (5) hours.

11          B. All persons who are employed or have been employed by Defendants in the  
12 State of California as hourly, non-exempt workers during the period of the  
13 relevant statute of limitations, who worked one or more shifts in excess of six  
14 (6) hours.

15          C. All persons who are employed or have been employed by Defendants in the  
16 State of California as hourly, non-exempt workers during the period of the  
17 relevant statute of limitations, who worked one or more shifts in excess of eight  
18 (8) hours.

19          D. All persons who are employed or have been employed by Defendants in the  
20 State of California as hourly, non-exempt workers during the period of the  
21 relevant statute of limitations, who worked one or more shifts in excess of three  
22 and one-half hours (3 ½), but less than or equal to six (6) hours.

23          E. All persons who are employed or have been employed by Defendants in the  
24 State of California as hourly, non-exempt workers during the period of the  
25 relevant statute of limitations, who worked one or more shifts in excess of six  
26 (6) hours, but less than or equal to ten (10) hours.

27          F. All persons who are employed or have been employed by Defendants in the  
28 State of California as hourly, non-exempt workers during the period of the

relevant statute of limitations, who separated their employment from Defendants.

G. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

H. All persons who are employed or have been employed by Defendants in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who were not reimbursed for required business expenses.

31. This action is brought, and may properly be maintained, as a class action under CCP §382 because there is a well-defined community of interest in the litigation, and the proposed Class and Subclasses (collectively “Class”) are easily ascertainable.

32. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendants employed over 100 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendants’ possession and control.

33. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendants’ common, unlawful policies, practices, and procedures described above. The Plaintiff’s positions at the company was typical of those of other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendants’ common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

1           34. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of  
2 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and  
3 California labor and employment litigation.

4           35. Commonality: Common questions of law and fact exist, including but not limited to  
5 the following:

- 6           i. Whether Defendants violated wage and hour laws by not paying all wages,  
7 including overtime and penalty;
- 8           ii. Whether Defendants violated wage and hour laws by failing to pay all wages  
9 owed twice a month;
- 10          iii. Whether Defendants violated wage and hour laws by failing to provide all  
11 required, duty-free, 30-minute minimum meal periods;
- 12          iv. Whether Defendants violated wage and hour laws by failing to provide all  
13 required rest periods;
- 14          v. Whether Defendants violated wage and hour laws by not compensating for  
15 required business expenses;
- 16          vi. Whether Defendants violated wage and hour laws by failing to pay all wages  
17 owed upon termination;
- 18          vii. Whether Defendants' policy and practice concerning rest breaks was  
19 unlawful;
- 20          viii. Whether Defendants' policy and practice concerning meal breaks was  
21 unlawful;
- 22          ix. Whether Defendants' policy and practice concerning business expense  
23 reimbursement was unlawful;
- 24          x. Whether Defendants unlawfully failed to keep and furnish Class Members  
25 with accurate, itemized records of hours worked, in violation of Labor Code  
26 §§ 226 and 1174;
- 27          xi. Whether Defendants' policy and practice of failing to pay employees all  
28 wages owed twice per month violates Labor Code §204(a);

- xii. Whether Defendants' policy and practice of failing to pay its employees all wages due within the time required by law after their employment ended violates the law and warrants waiting time penalties under Cal. Labor Code §§ 200, 201, 202, 203, and 204;
- xiii. The proper measure of damages sustained and the proper measure of restitution recoverable by Plaintiff, the Class Members, and Subclass Members;
- xiv. Whether the Class Members are entitled to injunctive relief to enjoin any further violations of wage and labor laws;
- xv. Whether Defendants, and each of them, are/were participants in the alleged unlawful and/or tortious conduct;
- xvi. Whether Defendants' conduct was willful and reckless;
- xvii. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff Class and the appropriate amount of reimbursement, restitution, damages, or other compensation; and
- xviii. What is the extent of liability of each Defendants, including DOE defendants, to each Class and Subclass member?

36. Superiority: A class action is superior to other available methods of the fair and efficient adjudication of the controversy, particularly in the context of wage and hour litigation where the damage suffered by individual plaintiffs, while not inconsequential, makes individual actions impracticable given the expenses and burdens associated with seeking individual relief. Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning employees who rely on their wages and requiring that each individual take time away from work to prosecute individual actions would be inequitable and result in undue hardship for the individual Class members and their families. Public policy favors efficient resolution of their claims and uniform enforcement of California Labor laws against entities skirting their legal obligations at the expense of a vulnerable working population.

1 37. Manageability: Plaintiff is informed and believes that all allegations in this Complaint  
2 are capable of being determined on the same evidence and based primarily on review of corporate  
3 records and key testimony of Defendants' corporate representatives. To the extent statistical  
4 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ  
5 competent experts and consultants in the field to determine and review evidence for both issues of  
6 liability and damages in a scientifically reliable manner.

7 38. Plaintiff requests, pursuant to Rule 1857(a)(l) and Rule 3.766 of the California Rules  
8 of Court, that the absent Class and Subclass Members be notified by the best notice practicable  
9 under the circumstances, including individual notice to all members who can be identified through  
10 reasonable effort. The names and address of the Class and Subclass Members are available from  
11 Defendants.

12 **FIRST CAUSE OF ACTION**

13 **FAILURE TO COMPLY WITH CALIFORNIA LAW CONCERNING PAYMENT FOR**  
14 **ALL HOURS WORKED INCLUDING OVERTIME HOURS WORKED**

15 Cal. Labor Code §§204, 206, 206.5, 210, 216, 218, 218.6, 221, 222, 223, 510, 558, 1194, 1197,  
16 1197.1, 1198

17 (All Plaintiff Against All Defendants)

18 39. Plaintiff incorporates by reference in this cause of action each allegation of the  
19 preceding paragraphs as though fully set forth herein.

20 40. Defendants' conduct described in this complaint violates the provisions of Labor Code  
21 §§ 204, 206, 206.5, 210, 216, 218, 218.6, 221, 222, 223, 510, 558, 1194, 1197, 1197.1, 1198, and  
22 Wage Order 5.

23 41. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which an  
24 employee is subject to the control of an employer, and including all the time the employee is  
25 suffered or permitted to work, whether or not required to do so." Labor Code §§1194 and 1197  
26 require Defendants to compensate employees for all hours worked at least at minimum wage as  
27 established by the Wage Order.  
28

1           42. Labor Code § 222 provides that “[i]t shall be unlawful, in case of any wage agreement  
2 arrived at through collective bargaining, either willfully or unlawfully or with intent to defraud an  
3 employee, a competitor, or any other person, to withhold from said employee any part of the wage  
4 agreed upon.” Here, Plaintiff is subject to a collective bargaining agreement that sets forth the  
5 required rates of pay for all hours worked. However, Defendants did not pay for all hours worked  
6 and frequently required employees to work off the clock and further rounded timecards so that  
7 employees were only paid from their shift start to shift end time, instead of actual hours worked.

8           43. Plaintiff and his coworkers typical assignment involved a week trip to a hotel near the  
9 location where they were assigned to cut trees for a customer. On Sunday, Plaintiff and his  
10 coworkers would drive 5-7 hours in a company van or personal vehicle to distant places and would  
11 start work Monday morning. Plaintiff and class members would leave the hotel around 45 minutes  
12 to an hour prior to their 7 am shift start time in a company vehicle to arrive at the 7 am meeting on  
13 time. All employees worked the same 7 am to 5:30 pm shift, and they were not paid for time spent  
14 commuting from the hotel to the job site, or time spent after the shift ended completing paperwork,  
15 cleaning up supplies, and commuting back to the hotel in the company vehicle. None of the drive  
16 time was compensated. On Friday, employees would drive back from the customer site 5-7 hours  
17 to the company location and were not paid for the travel time.

18           44. Timecard Rounding and Off-the Clock Work. Plaintiff and his coworkers were required  
19 to record their time on paper timecards. They were instructed to write their shift start and end times  
20 (7 am -5:30 pm) and were not paid for any time spent working off the clock. Wage statements  
21 consistently reported hours in full-hour increments (40 hours, 10 hours, etc.) and did not indicate  
22 additional minutes or fractions of hours worked. Not only did Defendants fail to keep accurate  
23 records and round clock in and out times, but also required employees to spend many hours each  
24 week working off the clock as discussed above.

25           45. When it comes to time shaving and rounding, the California Supreme Court has  
26 rejected the de minimis argument frequently echoed by employers, confirming that employees are  
27 entitled to payment for all hours (and minutes) worked. Indeed, California law will permit a  
28 “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such

1 a manner that it will not result, over a period of time, in failure to compensate the employees  
2 properly for all the time they have actually worked.” (Troester v. Starbucks Corporation, (2018)  
3 5 Cal. 5th 829, 846, citing See’s Candy, 210 Cal.App.4th at p. 907.) The policy utilized by  
4 Defendants are neither fair nor neutral, as it consistently shaved time from Plaintiff’s hours  
5 worked, resulting in a failure to compensate Plaintiff for all hours and overtime hours worked.

6 46. Defendants have violated numerous Labor Codes sections, including §§204, 206,  
7 206.5, 210, 216, 218, 218.6, 221, 222, 223, 510, 558, 1194, 1197, 1197.1, §1198 and Wage Order  
8 5. Defendants are liable for civil penalties pursuant to Labor Code §§558.

9 47. Failure to Pay Overtime Wages. Defendants have required Plaintiff and class members  
10 to work hours in excess of eight hours in a day and forty in a week but has not paid these employees  
11 overtime compensation as required by California law or any collective bargaining agreement in  
12 violation of labor Code §222. As a result, Plaintiff has been denied payment for all hours worked  
13 as required by Cal. Labor Code. §222, §1194, §1198. Defendants are liable for civil penalties  
14 pursuant to Labor Code §558.

15 48. Failure to Pay Wages- Required Minimum Wage. Defendants failed to pay Plaintiff  
16 and class members for all hours worked as a result of Employer’s practices described above. When  
17 employees are working off the clock, they are paid zero wages for that time, in violation of  
18 California law requiring employees to be paid at least minimum wage for all hours worked in  
19 violation of Labor Code §1197, 1197.1, 1199 and Wage Order 5-2001 4(B). Defendants are liable  
20 for civil penalties pursuant to Labor Code §§558.

21 49. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay  
22 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code §204(a).  
23 Defendants failed to pay all wages earned to employees as a result of the unlawful employment  
24 policies and practices discussed herein. As a result of these practices, Plaintiff and class members  
25 were underpaid for hours worked, including overtime and penalty wages, and this underpayment  
26 resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are  
27 liable under Labor Code §210 for failure to pay wages as required by law.

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**SECOND CAUSE OF ACTION**  
**FAILURE TO PAY WAGES DUE UPON TERMINATION**

Cal. Labor Code §§201, 202, 203, 256

**(Plaintiff Against All Defendants)**

50. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

51. An employee who is discharged must be paid all of his or her wages immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendants knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated. Defendants willfully failed to pay employees and class members who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

**THIRD CAUSE OF ACTION**  
**FAILURE TO PROVIDE REST BREAKS**

Cal. Labor Code §§226, 226.7, 512, 558, 1198

**(Plaintiff Against All Defendants)**

52. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

53. Defendants have failed to maintain a policy and practice that provides or permits its employees to take off-duty rest periods as required by Cal. Lab. Code § 226, 226.7, 512 and Wage Order 5.

54. Defendants have failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Plaintiff reports that he and his coworkers never received a rest period. If Plaintiff found himself overheated or tired from the manual labor of tree trimming and requested a break, he experienced his supervisor getting angry and denying the request. Plaintiff and class members were expected to work straight

1 from the 7 am start time until the 12 pm lunch period. Plaintiff and class members were also denied  
2 second and third rest breaks.

3 55. Rest periods were not provided and not scheduled before and after a meal period for  
4 shifts greater than six hours, as prescribed by California law because Employer: (1) did not account  
5 for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform  
6 and train employees about their rights to rest breaks and premium payments for non-compliant rest  
7 breaks; (3) did not adequately inform and train employees about when, where and how to take  
8 timely and uninterrupted ten-minute rest breaks; (4) because Defendants did not staff enough  
9 people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because  
10 management at various levels, affecting all hourly, non-exempt employees, refused to offer,  
11 permit, or enforce a lawfully compliant rest break policy.

12 56. Defendants did not authorize or permit all of its hourly employees to take at least a ten  
13 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major  
14 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When  
15 breaks were missed Defendants failed to pay the 1-hour penalty, as required. Because Defendants  
16 violated the Wage Order, Defendants are liable under Labor Code §1198.

17 57. Defendants' failure to pay rest period premiums was done willfully, in bad faith, in  
18 knowing violation of the California Labor Code and the IWC Wage Order.

19  
20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PROVIDE TIMELY, UNINTERRUPTED MEAL BREAKS AND**  
22 **SECOND MEAL BREAKS**

23 **Cal. Labor Code §§226, 226.7, 512, 558, 1198**

24 **(Plaintiff Against All Defendants)**

25 58. Plaintiff incorporates by reference in this cause of action each allegation of the  
26 preceding paragraphs as though fully set forth herein.

27 59. During Plaintiff's employment, Defendants failed to maintain a compliant meal period  
28 policy and practice. Defendants failed to provide all of its hourly employees with their right to take

1 an off-duty unpaid 30-minute meal period. Labor Code §512 provides, “[a]n employer may not  
2 employ an employee for a work period of more than five hours per day without providing the  
3 employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o  
4 employer shall require an employee to work during any meal... period mandated by an applicable  
5 order of the Industrial Welfare Commission.” Paragraph 11(A) of the Wage Orders provides, in  
6 pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the  
7 meal period shall be considered an ‘on duty’ meal period and counted as time worked.” Labor  
8 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

9 60. Because Plaintiff so many off the clock hours each day, employees were entitled to a  
10 second meal period, which was never permitted. Plaintiff and class members were not permitted  
11 to leave the worksite during meal periods and frequently, especially towards the end of the week  
12 when the assignment was expected to be completed, Plaintiff and his coworkers had meal breaks  
13 shortened to complete the work in time.

14 61. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because  
15 Employer: (1) did not account for all hours worked that were unaccounted for on their timecard;  
16 (2) did not adequately inform and train employees about their rights to meal periods and premium  
17 payments for non-compliant meal periods; (3) did not adequately inform and train employees about  
18 when, where and how to take timely and uninterrupted thirty-minute meal periods; and/or (4)  
19 because management at various levels, affecting all hourly, non-exempt employees, refused to  
20 offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff and class members were  
21 not paid a premium payment, paid as an hour’s wage when meal periods were not given to them  
22 in compliance with California law.

23 62. Defendants failed to assure Plaintiff and others take timely, off-duty, meal breaks of  
24 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code  
25 §§226.7, 512, and 1198. As a derivative claim, Plaintiff alleges that pay statements were  
26 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor  
27 Code §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to  
28 Cal. Labor Code §558.

63. Defendants' failure to pay meal period premiums was done willfully, in bad faith, in knowing violation of the California Labor Code and the IWC Wage Orders.

**FIFTH CAUSE OF ACTION**  
**FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

Cal. Labor Code §§1198, 2802

**(All Plaintiff Against All Defendants)**

64. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

65. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Defendants required Plaintiff and class members to utilize their personal cell phones for work purposes but failed to reimburse Plaintiff and employees for this use as required by the Labor Code. Plaintiff and class members were also often required to use his personal vehicle to commute to Employer's customer sites and was not provided mileage.

**SIXTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS AND  
MAINTAIN ACCURATE RECORDS**

Cal. Labor Code §§ 226, 1174, 1174.5 1199

**(Plaintiff Against All Defendants)**

66. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

67. Labor Code § 226(a) provides that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked..., (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions ... , (5) net wages earned, (6) the inclusive dates of period for which the employee is paid, (7) the name of the employee and his or her social security number..., (8) the name and

1 address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during  
2 the pay period and the corresponding number of hours worked at each hourly rate by the  
3 employee.”

4 68. Labor Code § 1174 provides that “[e]very employer employing labor in this state shall  
5 ... (c) [k]eep a record showing the names and addresses of all employees employed and the ages  
6 of all minors [and] (d) [k]eep at a central location in the state or at the plants or establishments at  
7 which employees are employed, payroll records showing the hours worked daily by and the wages  
8 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to,  
9 employees employed at the respective plants or establishments. These records shall be kept in  
10 accordance with rules established for this purpose by the commission, but in any case shall be kept  
11 on file for not less than two years.”

12 69. Defendants knowingly and intentionally failed to provide timely, accurate, itemized  
13 wage statements to Plaintiff in accordance with Labor Code §§ 226 and keep accurate records as  
14 required by §1174(d). The statements provided to Plaintiff, and the records maintained by  
15 Defendants, have not accurately reflected total hours worked, actual gross wages earned, including  
16 pay for all hours worked, penalty payments, and overtime. Additionally, Plaintiff was frequently  
17 required to work as subcontractors and carry identification cards identifying Employer’s clients as  
18 co-employers, however the co-employers were never identified on wage statements.

19 70. Such failures caused injury to Plaintiff and others, by, among other things, impeding  
20 them from knowing the total hours worked and the amount of wages to which they are and were  
21 entitled. Defendants knowingly and intentionally failed to itemize the gross wages earned, net  
22 wages earned, and total hours worked.

23 **SEVENTH CAUSE OF ACTION**  
24 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**  
25 **California Business and Professions Code section 17200, et seq.**  
26 **(Plaintiff Against All Defendants)**

27 71. Plaintiff incorporates by reference in this cause of action each allegation of the  
28 preceding paragraphs as though fully set forth herein.

1           72. Defendants knowingly committed, and upon information and belief continue to  
2 commit, ongoing unlawful business practices within the meaning of the UCL, including, but not  
3 limited to unlawful practices as described in the causes of action articulated above, and hereby  
4 incorporated herein.

5           73. Plaintiff lost money and property as a result of Defendants' unlawful business practices  
6 described above.

7           74. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of  
8 money or property acquired by Defendants by means of such unlawful business practices, in  
9 amounts not yet known, but to be ascertained at trial.

10          75. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief  
11 against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining  
12 Defendants from engaging in the unlawful business practices described above, Plaintiff and the  
13 general public will be irreparably injured.

14          76. Plaintiff has no plain, speedy, and adequate remedy at law. Defendants, if not enjoined  
15 by this Court, will continue to engage in the unlawful business practices described above in  
16 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general  
17 public.

18          77. Plaintiff's success in this action will result in the enforcement of important rights  
19 affecting the public interest by conferring a significant benefit upon the general public.

20          78. Defendants' numerous violations of local and California law, as well as the other  
21 statutory and regulatory violations alleged herein, constitute unlawful business actions and  
22 practices in violation of Business and Professions Code § 17200, et seq.

23          79. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class  
24 Members are entitled to restitution of unpaid wages and penalty pay, among other relief alleged  
25 herein, that were withheld and retained by Defendants during a period that commences four years  
26 prior to the filing of this action. Plaintiff is further entitled to a permanent injunction requiring  
27 Defendants to comply with all provisions of California labor law, including properly paying the  
28 lawful rate of pay for all hours worked, providing meal/rest periods to all workers as defined

1 herein, timely paying due wages upon termination, maintaining accurate wages statements and  
2 payroll records, in addition to an award of attorneys' fees and costs pursuant to Code of Civil  
3 Procedure § 1021.5 and other applicable law, and costs.

4 REQUEST FOR RELIEF

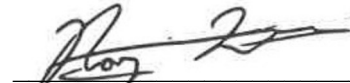
5 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment  
6 and the following specific relief against Defendants as follows:

- 7 A. That the Court determine that this action may be maintained as a class action  
8 under Code of Civil Procedure § 382;
- 9 B. Provision of class notice to all members of the Class;
- 10 C. That Defendants are found to have violated the above-referenced provisions of  
11 the Labor Code, CCR and IWC Wage Order 5 as to Plaintiff, Class Members  
12 and relevant subclass Members;
- 13 D. For compensatory damages, in an amount according to proof at trial, with  
14 interest thereon;
- 15 E. For compensation for not being paid wages;
- 16 F. For compensation for not being paid penalty wages;
- 17 G. For compensation for not being paid overtime wage;
- 18 H. For compensation for not paid wages owed twice per month;
- 19 I. For compensation for not being provided uninterrupted meal periods and  
20 second meal periods;
- 21 J. For compensation for not being provided proper rest breaks;
- 22 K. For compensation for not being reimbursed for required business expenses;
- 23 L. For compensation for not paid wages due upon termination;
- 24 M. That Defendants' actions are found to be willful and/or in bad faith to the extent  
25 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for  
26 willful failure to pay all compensation owed at the time of separation to Plaintiff  
27 and Class Members no longer employed by Defendants;
- 28

- 1 N. That Plaintiff and Class Members receive penalties for Defendants' violation of  
2 §226 and 1174 of the California Labor Code for willful failure to provide and  
3 maintain the required accurate and itemized wage statements;
- 4 O. That Plaintiff and Class Members receive an award in the amount of unpaid  
5 wages owed, including interest thereon, and penalties as provided in the Labor  
6 Code, CCR and Wage Order, including under Labor Code §§ 203, 510, and  
7 558, subject to proof at trial;
- 8 P. That Plaintiff and Class Members receive damages pursuant to §§248.5 in  
9 addition to reasonable attorneys' fees, and costs of suit pursuant to Labor Code  
10 § 218.5 and CCP 1021.5;
- 11 Q. That Defendants be ordered to pay restitution to Plaintiff and Class Members  
12 for amounts acquired through Defendants' unlawful activities pursuant to  
13 Business and Professions Code §§ 17200-05 and enjoined to cease and desist  
14 from unlawful and unfair activities in violation of California Business and  
15 Professions Code § 17200 et. seq.;
- 16 R. That Plaintiff and Class Members receive an award of reasonable attorneys'  
17 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,  
18 218.5, and 1194 and/or applicable laws;
- 19 S. That the Court issue declaratory relief that Defendants' challenged policies are  
20 unlawful; and
- 21 T. That the Court order further relief, in law and equity, as it deems appropriate  
22 and just.
- 23

24 DATED: November 7, 2022

KOUL LAW FIRM



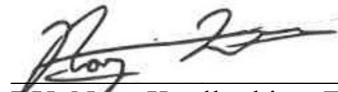
BY: Nazo Koulloukian, Esq.  
Attorneys for Plaintiff LUIS ESPINOZA  
and putative class members

1  
2  
3 ***DEMAND FOR JURY TRIAL***

4 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the  
5 full extent permitted by law.

6  
7 DATED: November 7, 2022

KOUL LAW FIRM

8 

9 BY: Nazo Koulloukian, Esq.  
10 Attorneys for Plaintiff LUIS ESPINOZA  
11 and putative class members  
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