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Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

Attorneys for Plaintiff,

SANTOS A. VASQUEZ, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA
(UNLIMITED JURISDICTION)**

SANTOS A. VASQUEZ, on behalf of himself
and all others similarly situated, and the
general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

BLS CONTRACTORS; GENERAL
BUILDING MAINTENANCE; ERIC
RAFANAN; and DOES 1 to 25, inclusive,

Defendants.

SUMMONS ISSUED

Case No.: C25-03725

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Failure to Provide Sick Leave (Lab. Code § 246 *et seq.*);
- 9) Civil Penalties (Lab Code §§ 2698, *et seq.*); and
- 10) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff, SANTOS A. VASQUEZ (hereafter “Plaintiff”), on behalf of himself and all
2 others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 16-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against BLS
7 CONTRACTORS; GENERAL BUILDING MAINTENANCE; ERIC RAFANAN; and DOES
8 1 to 25, inclusive, (collectively “BLS/GBM” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
23 this class and representative action.

24 **II. THE PARTIES**

25 3. Plaintiff SANTOS A. VASQUEZ is a resident of California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11160 and an “Aggrieved Employee” within the meaning of Labor Code
28 Section 2699(c).

1 4. At all times mentioned herein, Defendant BLS CONTRACTORS is and was a
2 business operating in the county of Contra Costa and which employed Plaintiff. As such, it is a
3 citizen of California based on Plaintiff's information and belief.

4 5. At all times mentioned herein, Defendant GENERAL BUILDING
5 MAINTENANCE is and was a business operating in the county of Contra Costa and which
6 employed Plaintiff. As such, it is a citizen of California based on Plaintiff's information and
7 belief.

8 6. Defendant ERIC RAFANAN is a citizen of California based on Plaintiffs'
9 information and belief

10 7. In relevant part, Labor Code section 558.1 states:

11 (a) Any employer or other person acting on behalf of an employer, who violates,
12 or causes to be violated, any provision regulating minimum wages or hours and
13 days of work in any order of the Industrial Welfare Commission, or violates, or
causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

14 8. Based on Plaintiffs' information and belief, Defendant ERIC RAFANAN is a
15 natural person, and an owner, director, officer, and/or managing agent of Defendants BLS
16 CONTRACTORS and/or GENERAL BUILDING MAINTENANCE, who directly or
17 indirectly, or through his agent, employed or exercised control over the wages, hours, or
18 working conditions of Plaintiff and the Class (defined below). Therefore, he is liable to Plaintiff
19 and the Class for his violations of, or causing Defendants to violate, Labor Code sections 203,
20 226, 226.7, 1194, and 2802 pursuant to Labor Code section 558.1.

21 9. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
22 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
23 is informed and believes and thereon alleges that said defendants are legally responsible for the
24 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
25 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
26 defendants when ascertained.

27 10. Plaintiff is informed and believes and thereon alleges that, at all relevant times
28 herein, each Defendant was the principal, agent, partner, joint venturer, joint employer, alter

1 ego, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
2 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
3 was engaged with some or all of the other defendants in a joint enterprise for profit, and bore
4 such other relationships to some or all of the other Defendants so as to be liable for their
5 conduct with respect to the matters alleged in this complaint. Plaintiff is further informed and
6 believes and thereon alleges that each Defendant acted pursuant to and within the scope of the
7 relationships alleged above, and that at all relevant times, each Defendant knew or should have
8 known about, authorized, ratified, adopted, approved, controlled, aided and abetted the
9 conduct of all other Defendants.

10 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
11 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
12 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
13 Members or otherwise complying with their rights in accordance with applicable California
14 labor laws as alleged herein.

15 12. At all relevant times, in perpetrating the acts and omissions alleged herein,
16 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
17 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
18 below-described class in accordance with applicable laws as alleged herein.

19 **III. JOINT LIABILITY**

20 13. Under California law, Defendants are jointly and severally liable as employers
21 for the violations alleged herein because they have each exercised sufficient control over the
22 wages, hours, working conditions, and employment status of Plaintiff and the Class Members.
23 Plaintiff is informed and believes and thereon alleges that at all relevant times Defendants
24 operated as a single integrated enterprise with common ownership and centralized human
25 resources. As a result, Defendants utilized the same unlawful policies and practices and
26 subjected all Class Members to these same policies and practices. Among other things,
27 Plaintiff is informed and believes that: (1) there is common ownership in, and financial
28 control, in Defendants' companies, (2) Defendants utilize common management, who have

1 control over the day-to-day operations and employment matters, including the power to hire
2 and fire, set schedules, issue employee policies, and determine rates of compensation; (3)
3 Defendants utilize the same policies and procedures for all employees, including issuing the
4 same employee handbooks and other form agreements; (4) Defendants use at least some of the
5 same Human Resources personnel and attorneys to oversee employment matters; and, (6)
6 Defendants share employees.

7 14. Plaintiff is informed and believes and thereon alleges, that at all relevant
8 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiff
9 and other Class Members because Defendants have:

- 10 a) jointly required that Plaintiff and other Class Members perform work which
11 is an integral part of Defendants' businesses and jointly exercised
12 meaningful control over the work performed by Plaintiff and other Class
13 Members;
- 14 b) jointly exercised meaningful control over Plaintiff's and other Class
15 Members' wages, hours, and working conditions, including the quantity,
16 quality standards, speed, scheduling, and operative details of the tasks
17 performed by Plaintiff and other Class Members;
- 18 c) jointly creating and implementing a uniform set of policies, practices and/or
19 procedures concerning, inter alia, pay rates, timekeeping practices, meal and
20 rest periods, and/or other working conditions that were distributed to, and/or
21 applied to Plaintiff and Class Members, and further that Defendants
22 uniformly compensated and controlled the wages of Plaintiff and Class
23 Members in a uniform manner.
- 24 d) jointly exercised control over Plaintiffs and other Class Members as a matter
25 of economic reality in that Plaintiff and other Class Members were
26 dependent on Defendants, who shared the power to set the wages of Plaintiff
27 and other Class Members and determined their working conditions, and who
28 jointly reaped the benefits from the underpayment of their wages and
noncompliance with other statutory provisions governing their employment.

15. Thus, Defendants collectively exercised the right to control the wages, hours
and working conditions of Plaintiff and Class Members. Plaintiff is informed and believes that
Defendants exercised the same control over, applied the same policies and practices, and
engaged in the same acts and omissions with regard to all Class Members. By reason of their
status as joint employers of Plaintiff and the Class Members, Defendants are each liable for

violations of the California Labor Code and applicable Wage Orders as to all Class Members.

IV. CLASS ALLEGATIONS

16. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable class defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

17. **Class Definition:** The Class is defined as follows: All persons Defendants employed in California as hourly, non-exempt employees, at any time during the period beginning four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Class” or “Class Members”).

18. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definition with greater specificity, by further division into subclasses and/or by limitation to particular issues.

19. **Numerosity:** The Class Members are so numerous that the individual joinder of each individual Class Member is impractical. While Plaintiff does not currently know the exact number of Class Members, Plaintiff is informed and believes that the actual number exceeds the minimum required for numerosity under California laws.

20. **Commonality and Predominance:** Common questions of law and fact exist as to all Class Members and predominate over any questions which affect only individual Class Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime, meal period premium and rest period premium wages;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

1 D. Whether Defendants failed to indemnify the Class Members for the
2 reasonable expenses they incurred during the course of performing their duties;

3 E. Whether Defendants knowingly and intentionally failed to provide the
4 class with accurate and complete itemized wage statements;

5 F. Whether Defendants willfully failed to provide the class with timely
6 wages during and upon termination of employment;

7 G. Whether Defendants failed to provide the Class Members with paid sick
8 leave;

9 H. Whether Defendants failed to maintain accurate employment records
10 pertaining to all of the Class Members;

11 I. Whether Defendants engaged in unfair competition within the meaning of
12 Business and Professions Code sections 17200, et seq., with respect to the Class; and

13 J. Whether Class Members are entitled to restitution of money or property
14 that Defendants may have acquired from them through alleged Labor Code violations.

15 21. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
16 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
17 practice, or lack thereof, which resulted in Defendants failing to comply with the California
18 Labor Code, the Wage Order, and the Business and Professions Code.

19 22. **Adequacy of Class Representative:** Plaintiff is an adequate class
20 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
21 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
22 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
23 interests of Class Members.

24 23. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
25 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
26 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
27 on behalf of Plaintiff and absent Class Members.

28 24. **Superiority:** A class action is vastly superior to other available means for fair

1 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
2 the Court. Class action treatment will allow a number of similarly situated persons to
3 simultaneously and efficiently prosecute their common claims in a single forum without the
4 unnecessary duplication of effort and expense that numerous individual actions would entail.
5 In addition, the monetary amounts due to many individual Class Members are likely to be
6 relatively small and would thus make it difficult, if not impossible, for individual Class
7 Members to both seek and obtain relief. Moreover, a class action will serve an important
8 public interest by permitting Class Members to effectively pursue the recovery of monies
9 owed to them. Further, a class action will prevent the potential for inconsistent or
10 contradictory judgments inherent in individual litigation.

11 **V. STATEMENT OF FACTS**

12 25. The Wage Order applies to "all job classifications associated with construction,
13 including but not limited to work involving alteration, demolition, building, excavation,
14 renovation, remodeling, maintenance, improvement, and repair work, by the California
15 Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any other
16 similar or related occupations or trades. (§ 2(C)). At all relevant times during the applicable
17 limitations period, BLS/GBM, Plaintiff, and the Class Members were covered by the Wage
18 Order because Plaintiff and the Class Members worked for BLS/GBM as laborers and in
19 similar occupations associated with construction. Accordingly, Plaintiff and the Class
20 Members are entitled to the protections provided under the Wage Order.

21 26. BLS/GBM first began
22 to employ Plaintiff as a laborer approximately 17-18 years ago. Plaintiff generally worked
23 Tuesday through Friday from approximately 2:00 a.m. to 12:30 p.m. Plaintiff's employment
24 ended on or around May 2, 2025.

25 27. At all relevant times, BLS/GBM issued wages to Plaintiff and all of the other
26 Class Members on a semi-monthly basis and paid them by the hour. At all relevant times,
27 Plaintiff and all of the other Class Members as non-exempt employees entitled to the
28 protections of the Labor Code and the Wage Order. Plaintiff's latest hourly rate of pay was

1 \$23.00 per hour.

2 28. BLS/GBM failed to pay Plaintiff and the other Class Members for all time
3 worked or subject to its control. This is so because the company had a policy of rounding
4 down the number of hours worked, resulting in “time shaving”, Moreover, Plaintiff would
5 spend approximately 10-15 minutes getting tools ready prior to clocking in for the start of his
6 shift. In addition, every Friday after clocking out for the end of his shifts, management
7 instructed Plaintiff to stay at work to wash the trucks. This would last about 45 minutes every
8 Friday. BLS/GBM did not pay Plaintiff for this off-the-clock work. Plaintiff would also
9 consistently receive calls/texts from concerning work matters before the start of his shifts or
10 after his shifts had already ended.

11 29. With each pay period, Defendants would issue Plaintiff two pay stubs – one
12 paystub from BLS CONTRACTORS and one paystub from GENERAL BUILDING
13 MAINTENANCE in order to avoid paying him for his overtime hours as part of one regular
14 paystub as required under the law. The Class Members’ actual work hours, which included the
15 “off the clock” work as described above, entitled them to overtime, however, it was not
16 company policy to keep accurate track of all hours worked and to pay employees the accurate
17 amount of overtime, especially since the “off the clock” work was not factored into the
18 equation. Furthermore, any incentive payments and/or bonus payments were not factored into
19 employees’ regular rate of pay for purposes of deciphering the correct overtime rate of pay. In
20 addition, any bonus and/or incentive payments were not factored into the correct meal and rest
21 break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

22 30. BLS/GBM failed to provide all compliant meal periods and authorize and
23 permit all compliant rest periods to which Plaintiff and the other Class Members were entitled.
24 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute
25 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
26 periods for every four hours or major fraction thereof worked. Due to the workload and
27 pressure from management, Plaintiff and the other Class Members would not be able to take
28 timely, uninterrupted meal periods before the 5th or 10th hour worked. In fact, management

1 instructed Plaintiff and the other Class Members to take their breaks while they were driving
2 to the next job site (Plaintiff and the other employees were assigned approximately 5 to 8
3 locations per day). On information and belief, BLS/GBM did not keep track of Plaintiff's and
4 the Class Members' meal periods. Per *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58,
5 where time records do not facially show an employee took a compliant meal period, a
6 rebuttable presumption arises that the employer failed to provide it, giving rise to a meal
7 period violation. Similarly, BLS/GBM MAINTENANCE did not authorize Plaintiff and the
8 other employees to take rest breaks. Throughout his employment tenure, Plaintiff never took
9 his two 10-minute rest breaks. As such, the culture as well as the policies and procedures of
10 BLS/GBM did not lend itself to the employees receiving consistent statutory rest and meal
11 breaks. The environment at BLS/GBM was not conducive to receiving statutory rest and meal
12 breaks under California law and timely, statutory rest and meal breaks were not authorized or
13 enforced. On information and belief, BLS/GBM did not provide premium wages for these
14 meal and rest break violations; if BLS/GBM did provide premium wages, they were not paid
15 at the correct rate, as explained above.

16 31. BLS/GBM failed to reimburse Plaintiff and the other Class Members for
17 business expenses they incurred in direct consequence of the discharge of their duties.
18 BLS/GBM required Plaintiff and the other Class Members to purchase grey pants from the
19 company, costing approximately \$23/each. Plaintiff has purchased approximately 12 pairs of
20 pants every year. Plaintiff also had to purchase leather gloves, steel tip shoes, protective
21 glasses, and headphones. BLS/GBM also required Plaintiff and the other Class Members to
22 use their own personal mobile phones to communicate with management concerning work
23 matters. However, BLS/GBM did not reimburse Plaintiff and the other Class Members for
24 these uniform, PPE, mobile phone and gas/mileage expenses. Accordingly, BLS/GBM was in
25 violation of California Labor Code sections 2800 and 2802.

26 32. BLS/GBM failed to pay its employees all wages due to them within any time
27 period specified by California Labor Code section 204, including the minimum wages and
28 overtime as described above as well as meal/rest break premiums.

1 33. Moreover, BLS/GBM failed to provide paid sick leave to Plaintiff and the other
2 Class Members in violation of Labor Code sections 233 and 246. BLS/GBM also failed to
3 provide Plaintiff and all of the other Class Members with an itemized wage statement or
4 separate writing that set forth the amount of paid sick leave available.

5 34. BLS/GBM did not provide Plaintiff and the other Class Members accurate,
6 itemized wage statements in violation of Labor Code 226. Wage statements must include all
7 hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and
8 address of employer entity, gross wages earned, all deductions, net wages earned,
9 reimbursement for business expenses, the correct start and end of the applicable pay period,
10 the employee ID numbers or social security numbers, among other items. Labor Code §
11 226(a)(2). BLS/GBM's failure to maintain accurate records as to the hours worked daily by
12 employees also constitutes a violation of Labor Code section 1174(d).

13 35. Finally, because BLS/GBM did not properly pay all wages earned as explained
14 herein, BLS/GBM also failed to pay final wages owed to the Class Members in violation of
15 Labor Code section 203. These earned but unpaid wages include minimum wages and
16 compensation for all hours worked, overtime compensation, premium pay for missed meal and
17 rest breaks, and business expense reimbursement, among others.

18 36. BLS/GBM has also violated Labor Code section 558 and engaged in business
19 practices which violate Business and Professions Code Section 17200.

20 37. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
21 unlawful practices and policies, Plaintiff and the Class Members were:

- 22 A. Not provided with all off duty meal periods;
- 23 B. Not authorized and permitted to take all rest break periods;
- 24 C. Not paid one hour's pay for each workday in which Defendants failed to
25 authorize and permit them to take one or more timely rest periods;
- 26 D. Not paid one hour's pay for each workday in which Defendants failed to
27 provide them with one or more timely meal periods;

1 E. Not paid all wages earned, including, but not limited to, minimum,
2 regular, overtime, and doubletime wages for work performed while clocked out;

3 F. Not indemnified for all necessary business expenditures incurred during
4 the discharge of their duties;

5 G. Not provided with paid sick leave and statement or separate writing that
6 set forth the amount of paid sick leave available;

7 H. Not provided with accurate and complete wage statements; and

8 I. Not timely paid all earned and unpaid wages during employment and at
9 the time their employment ended.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

12 **AT THE CORRECT RATES OF PAY**

13 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

14 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

15 38. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

16 39. At all relevant times, Plaintiff and the Class Members have been employees of
17 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
18 1197, and 1198, and the Wage Order.

19 40. Section 2(H) of the Wage Order defines “hours worked” as “the time during
20 which an employee is subject to the control of an employer, and includes all the time the
21 employee is suffered or permitted to work, whether or not required to do so.”

22 41. Section 3 of the Wage Order states:

23 **(A) Daily Overtime - General Provisions**

24 (1) The following overtime provisions are applicable to
25 employees 18 years of age or over and to employees 16 or
26 17 years of age who are not required by law to attend
27 school and are not otherwise prohibited by law from
28 engaging in the subject work. Such employees shall not
be employed more than eight (8) hours in any workday or
more than 40 hours in any workweek unless the employee
receives one and one-half (1 ½) times such employee’s
regular rate of pay for all hours worked over 40 hours in

1 the workweek. Eight (8) hours of labor constitutes a day's
2 work. Employment beyond eight (8) hours in any
3 workday or more than six (6) days in any workweek is
4 permissible provided the employee is compensated for
5 such overtime at not less than:

6 (a) One and one-half (1 ½) times the employee's
7 regular rate of pay for all hours worked in excess
8 of eight (8) hours up to and including 12 hours in
9 any workday, and for the first eight (8) hours
10 worked on the seventh (7th) consecutive day of
11 work in a workweek.

12 (b) Double the employee's regular rate of pay for
13 all hours worked in excess of 12 hours in any
14 workday and for all hours worked in excess of
15 eight (8) hours on the seventh (7th) consecutive
16 day of work in a workweek.

17 (c) The overtime rate of compensation required to
18 be paid to a nonexempt full-time salaried
19 employee shall be computed by using the
20 employee's regular hourly salary as one-fortieth
21 (1/40) of the employee's weekly salary.

22 42. Section 4 of the Wage Order requires an employer to pay non-exempt employees
23 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
24 an employer has actual or constructive knowledge that employees are working.

25 43. Labor Code section 510 states:

26 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
27 in one workday and any work in excess of 40 hours in any one workweek and
28 the first eight hours worked on the seventh day of work in any one workweek
shall be compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12 hours in one day
shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any work in excess of eight hours on any seventh day
of a workweek shall be compensated at the rate of no less than twice the regular
rate of pay of an employee. Nothing in this section requires an employer to
combine more than one rate of overtime compensation in order to calculate the
amount to be paid to an employee for any hour of overtime work.

44. California Labor Code § 1194 invalidates any agreement between an employer
and an employee to work for less than the minimum wage required under the applicable Wage

1 Order.

2 45. California Labor Code § 1197 makes it unlawful for an employer to pay an
3 employee less than the minimum wage required under the applicable Wage Order for all hours
4 worked during a payroll period.

5 46. California Labor Code § 1198 makes it unlawful for an employer to employ an
6 employee under conditions that violate the Wage Order.

7 47. In conjunction, these provisions of the California Labor Code require employers
8 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
9 for all hours worked, including unrecorded hours when the employer knew or reasonably should
10 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
11 *Co.* (2000) 22 Cal.4th 575, 585.)

12 48. With respect to overtime wages, the regular rate of pay under California law
13 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
14 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
15 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
16 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
17 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
18 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

19 49. As described above, at all relevant times during the applicable limitations
20 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
21 including, but not limited to minimum, regular, overtime and doubletime wages for all
22 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
23 correct rates of pay.

24 50. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
25 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
26 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
27 rates of pay as required by California law.

28 ///

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST BREAKS**

3 **(Lab. Code §§ 226.7 and 1198)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 51. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 52. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

9 53. In relevant part, Labor Code § 1198 states,

10 “The maximum hours of work and the standard conditions of labor
11 fixed by the commission shall be the maximum hours of work and the
12 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

13 54. In relevant part, Section 12 of the Wage Order states:

14 Rest Periods:

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

21 (B) If an employer fails to provide an employee a rest period
22 in accordance with the applicable provisions of this Order, the
23 employer shall pay the employee one (1) hour of pay at the
24 employee’s regular rate of compensation for each work day that
the rest period is not provided.

25 55. In addition, Labor Code Section 226.7 states

26 (b) An employer shall not require an employee to work during a
27 meal or rest or recovery period mandated pursuant to an applicable
28 statute, or applicable regulation, standard, or order of the Industrial
Welfare Commission, the Occupational Safety and Health Standards
Board, or the Division of Occupational Safety and Health.

1 (c) If an employer fails to provide an employee a meal or rest or
2 recovery period in accordance with a state law, including, but not
3 limited to, an applicable statute or applicable regulation, standard, or
4 order of the Industrial Welfare Commission, the Occupational Safety
5 and Health Standards Board, or the Division of Occupational Safety and
6 Health, the employer shall pay the employee one additional hour of pay
at the employee's regular rate of compensation for each workday that
the meal or rest or recovery period is not provided.

7 56. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
8 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
9 major fraction thereof.

10 57. Defendants intentionally failed to authorize and permit Plaintiff and the Class
11 Members to take all 10-minute rest periods free from any work duties in accordance with the
12 Wage Order.

13 58. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
14 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
15 wages to Plaintiff and the Class Members for days on which they failed to authorize and
16 permit Plaintiff and the other Class Members to take timely rest periods.

17 59. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
18 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
19 major fraction thereof. Defendants did not seek an exemption from the rest period protections
20 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
21 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
22 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
23 major fraction thereof.

24 60. Plaintiff is informed and believes and thereon alleges that, at all relevant times
25 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
26 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
27 Members to take all rest breaks required by California law.

28 61. Defendants failed to provide Plaintiff with all required rest breaks in
accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at

1 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
2 lack of a policy which resulted in Defendants not providing the Class Members with all rest
3 breaks required by California law.

4 62. Defendants failed to pay Plaintiff the additional wages required by California
5 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
6 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
7 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
8 providing the Class Members with additional wages for all rest breaks not provided to them as
9 required by California Labor Code § 226.7.

10 63. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
11 have suffered damages in amounts subject to proof to the extent they were not paid additional
12 wages owed for all rest breaks not provided to them.

13 64. By reason of the above, Plaintiff and the Class Members are entitled to
14 premium wages for workdays in which one or more rest breaks were not provided to them
15 pursuant to California Labor Code § 226.7.

16 **THIRD CAUSE OF ACTION**

17 **FAILURE TO PROVIDE MEAL PERIODS**

18 **(Lab. Code §§ 226.7, 512, and 1198)**

19 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

20 65. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 66. At all relevant times during the applicable limitations period, Plaintiff and the
22 Class Members have been employees of Defendants and entitled to the benefits and
23 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

24 67. In relevant part, Labor Code § 1198 states,
25 "The maximum hours of work and the standard conditions of labor
26 fixed by the commission shall be the maximum hours of work and the
27 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

28 68. In relevant part, Labor Code Section 512 states

1 “An employer may not employ an employee for a work period of more
2 than five hours per day without providing the employee with a meal
3 period of not less than 30 minutes, except that if the total work period
4 per day of the employee is no more than six hours, the meal period may
5 be waived by mutual consent of both the employer and employee. An
6 employer may not employ an employee for a work period of more than
7 10 hours per day without providing the employee with a second meal
8 period of not less than 30 minutes, except that if the total hours worked
9 is no more than 12 hours, the second meal period may be waived by
10 mutual consent of the employer and the employee only if the first meal
11 period was not waived.”

12 69. In relevant part, Section 11 of the Wage Order states:

13 Meal Periods:

14 (A) No employer shall employ any person for a work period of more
15 than five (5) hours without a meal period of not less than 30
16 minutes, except that when a work period of not more than six (6)
17 hours will complete the day’s work the meal period may be
18 waived by mutual consent of the employer and the employee...

19 (D) If an employer fails to provide an employee a meal period in
20 accordance with the applicable provisions of this order, the
21 employer shall pay the employee one (1) hour of pay at the
22 employee’s regular rate of compensation for each workday that
23 the meal period is not provided.

24 70. In relevant part, California Labor Code § 226.7 states:

25 (b) An employer shall not require an employee to
26 work during a meal or rest period mandated pursuant to
27 an applicable statute, or applicable regulation, standard, or
28 order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including,
but not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee’s regular rate of
compensation for each work day that the meal or rest
period is not provided.

71. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

72. As described above, Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

73. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing Plaintiff and the Class Members with all timely and off-duty meal periods required by California law.

74. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

75. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

76. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

77. At all relevant times, Plaintiff and the Class Members were employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

78. In pertinent part, California Labor Code § 2802(a) states: “An employer shall

1 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
2 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

3
4 (A) When uniforms are required by the employer to be worn by the employee as
5 a condition of employment, such uniforms shall be provided and maintained by
the employer.

6 ...

7 (B) When tools or equipment are required by the employer or are necessary to
8 the performance of a job, such tools and equipment shall be provided and
9 maintained by the employer, except that an employee whose wages are at least
10 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

11 Wage Order, § 9(A) and (B).

12 79. California Labor Code § 1198 prohibits employers from employing their
13 employees under conditions prohibited by the Wage Order.

14 80. As described above, at all relevant times, Defendants required Plaintiff and the
15 Class Members to incur certain business expenses in the course of performing their duties,
16 including but not limited to uniform items, PPE, mobile phone and gas/mileage expenses,
17 among others. However, Defendants did not provide these items and did not reimburse Plaintiff
18 and the Class Members for these business expenses.

19 81. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
20 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
21 Defendants’ failure to indemnify Plaintiff and the Class Members for the reasonable expenses
22 they incurred during the course of performing their duties.

23 82. Accordingly, with respect to this cause of action, on behalf of himself and the
24 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys’
25 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

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1 **FIFTH CAUSE OF ACTION**

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

3 **(California Labor Code Section 226)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 83. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 84. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
7 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
8 itemized statement showing:

9 A. Gross wages earned;

10 B. Total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

13 C. The number of piece rate units earned and any applicable piece rate if the
14 employee is paid on a piece-rate basis;

15 D. All deductions, provided that all deductions made on written orders of the
16 Employee may be aggregated and shown as one item;

17 E. Net wages earned;

18 F. The inclusive dates of the period for which the employee is paid;

19 G. The name of the employee and his or her social security number, except
20 that by January 1, 2008, only the last four digits of his or her social security number or an
21 employee identification number other than a social security number may be shown on the
22 itemized statement;

23 H. The name and address of the legal entity that is the employer; and

24 I. All applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate by the employee.

26 85. Pursuant to California Labor Code § 226, an employee is deemed to suffer
27 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
28 suffer injury if the employer fails to provide accurate and complete information as required by

1 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
2 from the wage statement alone one or more of the following:

3 A. The amount of the gross wages or net wages paid to the employee during
4 the pay period or any of the other information required to be provided on the itemized wage
5 statement pursuant to California Labor Code § 226(a);

6 B. Which deductions the employer made from gross wages to determine the
7 net wages paid to the employee during the pay period;

8 C. The name and address of the employer and, if the employer is a farm
9 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
10 name and address of the legal entity that secured the services of the employer during the pay
11 period;

12 D. The name of the employee and only the last four digits of his or her social
13 security number or an employee identification number other than a social security number; and

14 E. The number of piece-rate units earned and the piece rate.

15 86. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
16 means a reasonable person would be able to readily ascertain the information without
17 reference to other documents or information.

18 87. As alleged herein, at all relevant times during the applicable limitations period,
19 Defendants violated California Labor Code section 226 because it did not properly and
20 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
21 worked, the corresponding number of hours worked at each rate by the employee and other
22 requirements of California Labor Code section 226. Defendants failed to state in the wage
23 statements they issued to Plaintiff and the other Class Members all their hours worked and
24 wages earned, including, but not limited to, regular and overtime wages for work they
25 performed off-the-clock (as described above). Defendants knowingly and intentionally did not
26 issue either as a detachable part of the check, draft, or voucher paying the employee’s wages,
27 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
28 Members that state all overtime wages earned, all minimum wages earned, all regular wages

1 earned, all meal period premium wages earned, all rest break premium wages earned, gross
2 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

3 88. Defendants' failure to provide Plaintiff and the other Class Members with
4 accurate wage statements was knowing and intentional. Defendants had the ability to provide
5 Plaintiff and the other Class Members with accurate wage statements but intentionally
6 provided wage statements that Defendants knew were not accurate.

7 89. As a result of being provided with inaccurate wage statements by Defendants,
8 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
9 accurate wage statements were violated and they were misled about the amount of wages they
10 had actually earned and were owed. In addition, the absence of accurate information on their
11 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
12 required discovery and mathematical computations to determine the amounts of wages owed,
13 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
14 led to the submission of inaccurate information about wages to state and federal government
15 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
16 wage statements whether Defendants complied with their obligations under California Labor
17 Code section 226(a).

18 90. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
19 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
20 period in which a violation of California Labor Code § 226(a) occurred and one hundred
21 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
22 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
23 entitled to an award of costs and reasonable attorneys' fees.

24 **SIXTH CAUSE OF ACTION**

25 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

26 **(Lab. Code §§ 204)**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 91. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

1 92. California Labor Code Section 204 establishes the fundamental right of all
2 employees in the State of California to be paid wages in a timely fashion for their work.

3 93. At all times relevant during the liability period, Defendants failed to pay
4 Plaintiff and the Class Members the full amount of all owed wages when due as required by
5 California Labor Code Section 204.

6 94. Defendants failed to pay Plaintiff and the Class Members all wages earned each
7 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
8 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
9 Members wages for all hours worked, including overtime hours and premium pay for missed
10 rest breaks and meal breaks.

11 95. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
12 have suffered damages in an amount, subject to proof, to the extent they were not paid all
13 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
14 but can be determined directly from Defendants' records or indirectly based on information
15 from Defendants' records.

16 96. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
17 Class Members due under the statutes alleged along with any allowable interest, penalties,
18 attorney's fees, and costs according to proof at trial.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

21 **(California Labor Code Sections 201-203)**

22 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

23 97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

24 98. At all relevant times during the applicable limitations period, Plaintiff and the
25 Class have been employees of Defendants and entitled to the benefits and protections of
26 California Labor Code §§ 201–203, and the Wage Order.

27 99. Labor Code § 201 provides that all earned and unpaid wages of an employee
28 who is discharged are due and payable immediately at the time of discharge.

1 100. Labor Code § 202 provides that all earned and unpaid wages of an employee
2 who quits after providing at least 72-hours notice before quitting are due and payable at the
3 time of quitting and that all earned and unpaid wages of an employee who quits without
4 providing at least 72-hours notice before quitting are due and payable within 72 hours.

5 101. Labor Code § 203 provides that the wages of an employee continue on a daily
6 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
7 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

8 102. Defendants failed to pay Plaintiff and all of the other Class Members whose
9 employment ended all of the earned but unpaid wages described above by the conclusion of
10 their employment with Defendants, including minimum wages, regular wages, overtime
11 wages, unprovided meal period premium wages, and unprovided rest break premium wages.
12 Additionally, the Defendants failed to issue to Plaintiff and all of the other Class members
13 whose employment ended their final paychecks within the required time periods.

14 103. By failing to pay such earned wages to Plaintiff and the Class Members,
15 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
16 § 201 or § 202.

17 104. Plaintiff is informed and believes that Defendants' failures to timely pay
18 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
19 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
20 practices that violate the requirements of the Labor Code and the Wage Order, even though at
21 all relevant times, they have had the ability to comply with those legal requirements.

22 105. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
23 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
24 penalties for each Class Member.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE PAID SICK LEAVE & STATEMENTS OF SICK LEAVE**
3 **AVAILABLE**

4 **(Labor Code § 246 *et seq.*)**

5 **(By Plaintiff, on behalf of himself and the Class, against Defendant GENERAL**
6 **BUILDING MAINTENANCE)**

7 106. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

8 107. Defendants knowingly and intentionally failed in their affirmative obligation
9 provide and pay paid sick leave or provide a statement or separate writing that set forth the
10 amount of paid sick leave available to Plaintiff and Class Members in violation of Labor Code
11 section 246.

12 108. Labor Code section 246(b)(1) requires that employees accrue sick leave at the
13 commencement of employment at a rate of 1 hour for every thirty hours worked. Section
14 246(c) entitles employees to use any accrued sick leave beginning on their 90th day of
15 employment. Labor Code section 246(l) governs how Defendants were required to calculate
16 paid sick leave:

17 [A]n employer shall calculate paid sick leave using any of the following
18 calculations:

19 (1) Paid sick time for nonexempt employees shall be calculated in the same
20 manner as the regular rate of pay for the workweek in which the employee uses
21 paid sick time, whether or not the employee actually works overtime in that
22 workweek.

23 (2) Paid sick time for nonexempt employees shall be calculated by dividing the
24 employee's total wages, not including overtime premium pay, by the
25 employee's total hours worked in the full pay periods of the prior 90 days of
26 employment.

27 (3) Paid sick time for exempt employees shall be calculated in the same manner
28 as the employer calculates wages for other forms of paid leave time.

109. Labor Code § 246(i) states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

110. Defendants failed to pay Plaintiff and Class Members paid sick leave at one of the lawful rates set forth in the statute.

111. Defendants failed to provide Plaintiff and all of the other Class Members with an itemized wage statement or separate writing that set forth the amount of paid sick leave available

112. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the Class for unpaid sick leave earnings, in addition to civil penalties, interest, attorneys' fees, and costs.

NINTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

(By Plaintiff and the Aggrieved Employees against all Defendants)

113. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

114. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning June 30, 2024 and ending on the date that final judgment is entered in this action.

115. Labor Code section 1174, which also pertains to recordkeeping, states:

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 the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by

1 and any applicable piece rate paid to, employees employed at the respective
2 plants or establishments. These records shall be kept in accordance with rules
3 established for this purpose by the commission, but in any case shall be kept on
4 file for not less than three years. An employer shall not prohibit an employee
5 from maintaining a personal record of hours worked, or, if paid on a piece-rate
6 basis, piece-rate units earned.

7 116. Defendants failed to compensate Plaintiff and all of the other Aggrieved
8 Employees for all hours worked at the correct rates of pay, including all minimum wages
9 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
10 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
11 net wages earned, and related compensation. As a result, Defendants have failed to accurately
12 maintain all records required by section 1174 and the Wage Order, including but not limited to
13 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
14 applicable hourly rates during each payroll period.

15 117. During the applicable time period, Defendants violated California Labor Code
16 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197,
17 1198, and 2802.

18 118. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
19 behalf of themselves and other current or former employees, to bring a civil action to recover
20 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

21 119. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
22 Members are entitled to recover civil penalties for each of the Defendants' violations of
23 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
24 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
25 following amounts:

26 A. For violations of California Labor Code § 204, one hundred dollars
27 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
28 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts

1 established by California Labor Code § 210).

2 B. For violations of California Labor Code § 226(a), two hundred fifty
3 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
4 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
5 established by California Labor Code § 226.3).

6 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
7 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
9 established by California Labor Code § 558).

10 D. For violations of California Labor Code § 1174, five hundred dollars
11 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
12 California Labor Code § 1174.5).

13 E. For violations of California Labor Code § 1197, one hundred dollars
14 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
15 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
16 per pay period (regardless of whether the initial violations were intentionally committed)
17 (penalty amounts established by California Labor Code § 1197.1).

18 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
19 246, 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee
20 per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
21 Employee per pay period for each subsequent violation (penalty amounts established by
22 California Labor Code § 2699(f)(2)).

23 120. Plaintiff has complied with the procedures for bringing suit specified in
24 California Labor Code § 2699.3. By letter dated June 30, 2025, Plaintiff filed written notice
25 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
26 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
27 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
28 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to

1 take action in response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff
2 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
3 intend to investigate these allegations.

4 121. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
5 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in
6 connection with their claims for civil penalties.

7 **TENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 122. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 123. At all relevant times during the applicable limitations period, Plaintiff and the
13 Class Members have been employees of Defendants and entitled to the benefits and
14 protections of the Business and Professions Code §§ 17200, *et seq.*

15 124. The unlawful conduct of Defendants alleged herein amounts to and constitutes
16 unfair competition within the meaning of California Business & Professions Code §§ 17200,
17 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
18 unfairly gained a competitive advantage over other comparable companies doing business in
19 California that comply with their legal obligations to compensate employees for all earned
20 wages.

21 125. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
22 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
23 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
24 meal period premium wages, missed rest period premium wages, uniform, PPE, mobile phone
25 and gas/mileage expenses, and comparable money and property.

26 126. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
27 Class Members are entitled to restitution of all monies rightfully belonging to them that
28 Defendants did not pay them or otherwise retained by means of their unlawful and unfair

1 business practices.

2 127. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
3 connection with their unfair competition claims pursuant to California Code of Civil
4 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **VI. PRAYER FOR RELIEF**

6 128. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
7 for relief and judgment against Defendants as follows:

8 A. An order that the action be certified as a class action with respect to
9 Plaintiff's claims for violations of California law;

10 B. An order that Plaintiff be appointed class representative;

11 C. An order that counsel for Plaintiff be appointed class counsel;

12 D. Unpaid wages, including minimum, regular, overtime, double-time, split
13 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
14 time, and reporting time wages;

15 E. Liquidated damages;

16 F. Statutory penalties, including waiting time penalties;

17 G. Civil Penalties;

18 H. Restitution;

19 I. Declaratory relief;

20 J. Actual damages;

21 K. Pre-judgment interest;

22 L. Costs of suit;

23 M. Reasonable attorneys' fees; and

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N. Such other relief as the Court deems just and proper.

VII. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: December 19, 2025 MM LAW, APC

By Maralle Messrelia
Maralle Messrelia, Esq.
Attorneys for Plaintiff, SANTOS A.
VASQUEZ, and all others similarly
situated