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Attorneys for Plaintiff JOSEPH HERMUNDSON
individually and on behalf of all other Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

25CV004274

Case No.

JOSEPH HERMUNDSON, individually and
on behalf of all other Aggrieved Employees;

Plaintiffs,

vs.

DROUGHT RESISTANT WHOLESALE
NURSERY, a California Corporation;
DROUGHT RESISTANT NURSERIES,
INC., a California Corporation; and DOES 1
through 100, inclusive,

Defendants.

**COMPLAINT FOR ENFORCEMENT
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA LABOR
CODE § 2698, ET SEQ.**

Violation of California Labor Code § 2698, et
seq. (California Labor Code Private Attorneys
General Act of 2004)

Plaintiff JOSEPH HERMUNDSON (hereinafter referred to as “REPRESENTATIVE
PLAINTIFF”) alleges as follows:

PARTIES

1. REPRESENTATIVE PLAINTIFF is an individual who resides in California and
was employed by DEFENDANTS DROUGHT RESISTANT WHOLESALE NURSERY and
DROUGHT RESISTANT NURSERIES, INC., from on or about June 17, 2024 until on or about
June 9, 2025.

2. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
information and belief, alleges that at all times mentioned herein, DEFENDANT DROUGHT

1 RESISTANT WHOLESALE NURSERY is a California Corporation, licensed to do business
2 and actually doing business in the State of California.

3 3. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
4 information and belief, alleges that at all times mentioned herein, DEFENDANT DROUGHT
5 RESISTANT NURSERIES, INC. is a California Corporation, licensed to do business and
6 actually doing business in the State of California.

7 4. REPRESENTATIVE PLAINTIFF is informed and believes, and based on such
8 information and belief, alleges that DEFENDANTS DROUGHT RESISTANT WHOLESALE
9 NURSERY and DROUGHT RESISTANT NURSERIES, INC. operate a landscaping company.
10 Thus, DEFENDANTS are subject to the applicable California laws as alleged throughout this
11 Complaint.

12 5. REPRESENTATIVE PLAINTIFF is unaware of the true names and capacities,
13 whether corporate, individual, or otherwise, of DEFENDANTS named as DOES 1 through 100,
14 inclusive. Pursuant to California Code of Civil Procedure section 474, REPRESENTATIVE
15 PLAINTIFF will seek leave of court to amend this complaint to state said DEFENDANTS' true
16 names and capacities when the same have been ascertained. REPRESENTATIVE PLAINTIFF
17 is informed and believes, and based thereon alleges, that said fictitiously-named
18 DEFENDANTS are responsible in some manner for the injuries and damages to
19 REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES as further
20 alleged herein.

21 6. The AGGRIEVED EMPLOYEES worked for all of the DEFENDANTS or for
22 any of the DEFENDANTS as non-exempt, hourly-paid employees. Nothing in this Complaint
23 should be interpreted as limiting the AGGRIEVED EMPLOYEES to non-exempt, hourly-paid
24 employees who worked for all DEFENDANTS only.

25 7. The definition of "employer" for purposes of the California Labor Code includes
26 irregular working arrangements, and was specifically drafted in order to prevent evasion and
27 subterfuge of California's labor laws. To that end, REPRESENTATIVE PLAINTIFF is
28 informed and believes, and based thereon alleges, that DEFENDANTS, including any as of now

unknown entities, must be classified as joint-employers for purposes of liability for civil penalties under the Private Attorneys General Act (“PAGA”). As such, DEFENDANTS are each liable for civil penalties for violation of the California Labor Code as to REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

8. The term “DEFENDANTS” used throughout this Complaint includes all named DEFENDANTS whether corporate, individual, or otherwise, and all unnamed DEFENDANTS whether corporate, individual, or otherwise, that are now unknown but are referred to throughout this Complaint as DOES 1 through 100, inclusive.

9. This is only a Private Attorney General Action Complaint, pursuant to California Labor Code section 2699 et seq., on behalf of REPRESENTATIVE PLAINTIFF and all other persons similarly situated who worked for DEFENDANTS in their California locations as non-exempt, hourly employees (herein collectively identified as “AGGRIEVED EMPLOYEES”) for:

(i) failure to pay overtime and double time in violation of Labor Code sections 510 and the applicable Wage Orders;

(ii) failure to provide rest and meal periods in violation of Labor Code sections 226.7, 512(a), and the applicable Wage Orders;

(iii) failure to pay minimum wage in violation of Labor Code sections 1182.2, 1194, 1197, 1197.1, and the applicable Wage Orders;

(iv) failure to keep accurate payroll records and provide itemized wage statements in violation of Labor Code sections 226(a), 1174(d), 1198, and the applicable Wage Orders;

(v) failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A);

(vi) failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C);

(vii) failure to pay all wages earned on time in violation of Labor Code section 204;

(viii) failure to pay all wages earned upon discharge or resignation in violation of Labor Code sections 201, 202, and 203;

(ix) failure to pay all paid time off and vacation time owed upon separation in violation of Labor Code section 227.3;

(x) failure to reimburse necessary, business-related expenses in violation of Labor Code sections 2800 and 2802;

(xi) failure to provide notice of paid sick time and accrual in violation of Labor Code section 246;

(xii) employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order in violation of Labor Code section 558(a).

VENUE AND JURISDICTION

10. Venue as to each Defendant is proper in this judicial district pursuant to California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that DEFENDANTS conduct business within the County of Monterey and each Defendant is within the jurisdiction of this Court for service of process, REPRESENTATIVE PLAINTIFFS' injuries were incurred within the County of Monterey, the actions giving rise to REPRESENTATIVE PLAINTIFFS' Complaint arose within the County of Monterey, and DEFENDANTS are located in the County of Monterey.

11. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that no federal question is raised and that the Class Action Fairness Act ("CAFA"), 28 U.S.C. Section 1322(d) does not apply, or in the alternative that exceptions for local cases or controversies under the CAFA do apply and prohibit removal of the action to federal Court.

12. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges, that based on the total number of pay periods REPRESENTATIVE PLAINTIFF worked, REPRESENTATIVE PLAINTIFF's individual claims do not arise to the necessary amount in controversy so as to implicate traditional jurisdiction under 28 U.S.C. 1322(a) or jurisdiction under the CAFA.

13. Further, as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. Sections 1322(a)-(d). PAGA civil penalty actions are not subject to

1 federal jurisdiction.

2 14. This Court has jurisdiction over REPRESENTATIVE PLAINTIFFS' claims for
3 civil penalties under the PAGA, California Labor Code sections 2698 *et seq.*

4 **SCOPE**

5 15. The "AGGRIEVED EMPLOYEES" are DEFENDANTS' current and former
6 hourly-paid, non-exempt employees, who either were or are employed in the State of California
7 from June 17, 2024 through the date of judgment in this action (hereinafter "PAGA Period").

8 16. This is a representative action, pursuant to the Labor Code Private Attorneys
9 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against
10 DEFENDANTS DROUGHT RESISTANT WHOLESALE NURSERY and DROUGHT
11 RESISTANT NURSERIES, INC. and any of its respective subsidiaries or affiliated companies
12 within the State of California, as a proxy of the Labor and Workforce Development Agency of
13 the State of California ("LWDA"), on behalf of REPRESENTATIVE PLAINTIFF and all other
14 current and former non-exempt employees of DEFENDANTS working within the PAGA
15 Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply
16 with the Labor Code. Specifically, in connection with the alleged claims for failure to comply
17 with Labor Code sections 98.6, 201, 202, 203, 204, 206, 210, 226(a), 226.7, 226.8, 227.3, 246,
18 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, 2800, and 2802.

19 **STATEMENT OF FACTS**

20 17. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS with the job title
21 of Driver on or about June 17, 2024. DEFENDANTS DROUGHT RESISTANT WHOLESALE
22 NURSERY and DROUGHT RESISTANT NURSERIES, INC. operate a landscaping company.
23 REPRESENTATIVE PLAINTIFF worked for DEFENDANTS up until on or about June 9,
24 2025.

25 18. While employed with DEFENDANTS, REPRESENTATIVE PLAINTIFF and
26 other AGGRIEVED EMPLOYEES that REPRESENTATIVE PLAINTIFF seeks to represent
27 in this action, working as non-exempt, hourly-paid employees were regularly required to work
28 off-the-clock, and/or during their rest and/or meal periods.

1 employer fails to properly record a valid meal period, it is presumed that no meal period was
2 provided. Furthermore, no employer shall require an employee to work during any rest period.
3 Rest periods requirements are based on the total hours worked; employees are legally entitled
4 to ten (10) minutes per four (4) hours, or major fraction thereof, that employee worked.

5 24. DEFENDANTS failed to provide REPRESENTATIVE PLAINTIFF and other
6 AGGRIEVED EMPLOYEES with the required rest and meal break periods.
7 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were routinely
8 required to work through these periods instead, because of understaffing, inadequate coverage,
9 unreasonably high workload and expectations, and/or other actions, inactions, or decisions made
10 by and within the sole control and discretion of DEFENDANTS.

11 25. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES
12 worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10)
13 hours or more without a second meal break, due to understaffing, inadequate coverage,
14 unreasonably high workload and expectations, and/or other actions, inactions, or decisions made
15 by and within the sole control and discretion of DEFENDANTS.

16 26. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon
17 alleges, that any purported appearance of meal and rest break compliance is because
18 DEFENDANTS systematically and routinely clocked out for and/or otherwise altered the
19 timekeeping records of REPRESENTATIVE PLAINTIFF and other AGGRIEVED
20 EMPLOYEES in an attempt to hide the aforementioned infractions. DEFENDANTS,
21 knowingly and contrary to law and public policy, employed a tactic of clocking-out employees
22 for rest and/or meal periods that were never taken and/or were legally non-compliant, and/or
23 otherwise falsified or altered timekeeping records.

24 27. DEFENDANTS knew, or should have known, that their behavior caused
25 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES to work through the
26 above-described meal and/or rest periods. As a company-wide policy, DEFENDANTS still
27 chose not to pay meal and rest period premiums required by law.

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MINIMUM WAGE

28. California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

(1) For any employer who employs 26 or more employees:

(A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.

(B) From January 1, 2018, to December 31, 2018, \$11 per hour.

(C) From January 1, 2019, to December 31, 2019, \$12 per hour.

(D) From January 1, 2020, to December 31, 2020, \$13 per hour.

(E) From January 1, 2021, to December 31, 2021, \$14 per hour.

(F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

(2) For any employer who employs 25 or fewer employees:

(A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.

(B) From January 1, 2019, to December 31, 2019, \$11 per hour.

(C) From January 1, 2020, to December 31, 2020, \$12 per hour.

(D) From January 1, 2021, to December 31, 2021, \$13 per hour.

(E) From January 1, 2022, to December 31, 2022, \$14 per hour.

(F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

29. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.

30. As alleged throughout this Complaint, due to the company-wide failures of DEFENDANTS, REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were forced to work off-the-clock before and/or after their scheduled work shifts, and/or during rest breaks, and/or during meal breaks. DEFENDANTS failed to pay REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact.

ACCURATE/ITEMIZED WAGE STATEMENTS

32. California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

33. California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

34. DEFENDANTS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because DEFENDANTS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result, DEFENDANTS failed to accurately list the correct amount of gross and/or net wages earned by REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES.

35. The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure

1 to state all hours worked as a result of off-the-clock work.

2 36. DEFENDANTS willfully failed to maintain accurate payroll records for
3 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES as a result of
4 DEFENDANTS failure to accurately record employees rest breaks, and/or meal breaks, and/or
5 off-the-clock work. DEFENDANTS failure makes it impossible for REPRESENTATIVE
6 PLAINTIFF and other AGGRIEVED EMPLOYEES to accurately determine the extent of their
7 underpayment, thereby causing further injuries to each of them.

8 **REPORTING TIME**

9 37. California Code of Regulations, Title 8, section 11050(5)(A) provides that for
10 each workday when an employee is required to and does in fact report to work, but is either not
11 put to work or is furnished less than half of said employee's usual scheduled day's work, that
12 employee should be paid for no less than half, and in no event less than two (2) hours, of the
13 employees' regular rate of pay.

14 38. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were
15 frequently told by DEFENDANTS to report to work and were either not put to work or were
16 furnished less than half of said employee's usual scheduled day's work. DEFENDANTS
17 routinely failed to pay the required reporting time wages to REPRESENTATIVE PLAINTIFF
18 and other AGGRIEVED EMPLOYEES for each of these instances.

19 **SPLIT SHIFTS**

20 39. California Code of Regulations 11050(4)(C) provides that when an employee
21 works a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is
22 greater) must be paid in addition to the minimum wage for that workday. A "split shift" is
23 defined as a work schedule which is interrupted by non-paid, non-working periods established
24 by the employer, other than *bona fide* rest or meal periods.

25 40. DEFENDANTS routinely scheduled REPRESENTATIVE PLAINTIFF and other
26 AGGRIEVED EMPLOYEES for multiple different shifts throughout the same workday,
27 separated by periods other than *bona fide* rest or meal breaks. DEFENDANTS failed to pay
28 REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES one (1) hour's pay

1 at the applicable minimum wage, which resulted in REPRESENTATIVE PLAINTIFF and other
2 AGGRIEVED EMPLOYEES being paid less than the applicable minimum wage for that day.
3 As a further consequence, DEFENDANTS also failed to separately list “split shift” payments
4 on REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES wage statements.

5 **ALL WAGES PAID ON TIME**

6 41. California Labor Code section 204 requires that all wages earned, other than those
7 due upon termination, be paid on time as defined by the statute.

8 42. As a result of the numerous company-wide failures of DEFENDANTS as
9 described throughout this Complaint, DEFENDANTS failed to pay REPRESENTATIVE
10 PLAINTIFF and other AGGRIEVED EMPLOYEES all wages due to them, including, but not
11 limited to minimum wages, overtime wages, double time wages, split shift pay and/or reporting
12 time pay, within the statutorily required time period.

13 **ALL WAGES PAID ON DISCHARGE / TERMINATION**

14 43. California Labor Code sections 201, 202, and 203 provide that employees who are
15 terminated are due all wages earned immediately. Employees who resign their employment
16 without giving 72-hours’ notice are due all wages earned within 72 hours of their resignation.
17 Employees who resign their employment giving 72-hours’ notice are entitled to all wages earned
18 at the time their resignation becomes effective.

19 44. DEFENDANTS terminated their employment relationship with
20 REPRESENTATIVE PLAINTIFF on June 9, 2025. Accordingly, EMPLOYEE was due all
21 wages earned immediately.

22 45. When REPRESENTATIVE PLAINTIFF finally received EMPLOYEE’s final
23 paycheck, that final paycheck was legally deficient in that it did not account for all wages earned
24 despite DEFENDANTS knowing that such wages were due to REPRESENTATIVE
25 PLAINTIFF. Due to the company-wide failures of DEFENDANTS as described throughout this
26 Complaint, DEFENDANTS similarly failed to pay other AGGRIEVED EMPLOYEES timely
27 wages upon their discharge or resignation.

28 ///

PAID TIME OFF AND VACATION TIME

46. California Labor Code Sections 227.3 and applicable Wage Orders require that an employer must pay all vested vacation to an employee as wages at their final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

47. REPRESENTATIVE PLAINTIFF is informed and believes, and based thereon alleges that DEFENDANTS had and have a policy or practice of failing to pay REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders.

FAILURE TO REIMBURSE

48. California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

49. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were directed and expected to incur personal expenses on behalf of DEFENDANTS while performing their job duties. Such personal expenses include, but are not limited to, use of personal cell phone, travel expenses, and parking expenses. REPRESENTATIVE PLAINTIFF and the other AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties absent incurring these personal expenses. DEFENDANTS failed to indemnify REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for all necessary expenditures or losses accordingly.

NOTICE OF PAID SICK TIME AND ACCRUAL

50. California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying

such wage statements.

51. REPRESENTATIVE PLAINTIFF was hired by DEFENDANTS on or about June 17, 2024 and worked for DEFENDANTS until on or about June 9, 2025. REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES worked for DEFENDANT for more than 30 days, triggering the protections of Labor Code section 246 as described above. Nevertheless, DEFENDANTS failed to furnish upon REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES.

52. As such, DEFENDANTS unlawfully retained and continue to retain paid sick leave that should have been paid to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES but for DEFENDANTS failure to properly institute and/or adhere to a legally compliant paid sick leave program. REPRESENTATIVE EMPLOYEE is informed and believes, and based thereon alleges, that these practices were experienced and continue to be experienced by the other AGGRIEVED EMPLOYEES.

CIVIL PENALTIES AND INDIVIDUAL LIABILITY

53. California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

54. Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other

civil penalty.

55. DEFENDANTS are employers, and violated REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this Complaint.

FIRST CAUSE OF ACTION

(VIOLATION OF LABOR CODE § 2698, *ET SEQ.*)

(By REPRESENTATIVE PLAINTIFF Against DEFENDANTS and Does 1 through 100, inclusive)

56. REPRESENTATIVE PLAINTIFF incorporates by reference the allegations contained in each of the preceding paragraphs and each and every part thereof with the same force and effect as though fully set forth herein.

57. PAGA expressly establishes that any provisions of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

58. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

59. REPRESENTATIVE PLAINTIFF and the other hourly-paid or non-exempt employees, are "AGGRIEVED EMPLOYEES" within the meaning of California Labor Code section 2699(c) as they are all current or former employees of DEFENDANT, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime / Double Time

60. DEFENDANTS failure to pay legally required overtime and double time wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES is in violation of the Wage Orders and constitutes unlawful and/or unfair activity prohibited by California Labor

Code sections 510 and 1198.

Failure to Provide Meal and Rest Periods

61. DEFENDANTS failure to provide legally required meal and rest periods to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 226.7, 512(a), and the applicable Wage Orders.

Failure to Pay Minimum Wages

62. DEFENDANTS failure to pay legally required minimum wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1, and the applicable Wage Orders.

Failure to Keep Accurate and Provide Itemized Wage Statements

63. DEFENDANTS failure to keep accurate and provide itemized wage statements to Plaintiff and other AGGRIEVED EMPLOYEES constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d), and 1198.

Failure to Pay Reporting Time

64. DEFENDANTS failure to pay REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES who were required to and did in fact report to work, but who were then furnished less than half of such employees usual scheduled day's work, with at least half, and in no event less than two (2) hours, of the employees' regular rate of pay constitutes unlawful and/or unfair activity prohibited by California Code of Regulations 11050 (5)(A).

Failure to Pay "Split Shift" Premiums

65. DEFENDANTS failure to pay REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES one (1) hour's pay at the minimum wage in addition to the wages for that workday for any workday in which REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES were scheduled for and required to work a "split shift" constitutes unlawful or unfair activity prohibited by California Labor Code 1198 and California Code of Regulations 11050(4)(C).

Failure to Timely Pay Wages During Employment

66. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES during their employment constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Timely Pay Wages Upon Termination

67. DEFENDANTS failure to timely pay wages to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201, 202, and 203.

Failure to Pay Paid Time Off and Vacation Time Upon Termination

68. DEFENDANTS failure to pay paid time off and vacation time to REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES upon termination constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 227.3.

Failure to Reimburse Necessary Business-Related Expenses and Costs

69. DEFENDANTS failure to reimburse REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business-related expenses and costs constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Provide Notice of Paid Sick Time and Accrual

70. DEFENDANTS failure to provide REPRESENTATIVE PLAINTIFF and other AGGRIEVED EMPLOYEES that works for DEFENDANTS for more than 30 days with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use in their itemized wage statements or in a separate writing accompanying such statements constitutes unlawful and/or unfair activity prohibited by California Labor Code section 246.

Civil Penalties

71. Pursuant to California Labor Code section 2699, REPRESENTATIVE PLAINTIFF, individually, and on behalf of all AGGRIEVED EMPLOYEES, requests and is entitled to recover penalties from DEFENDANTS and each of them, for violations of the Labor Code as more fully described herein according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, including but not limited to:

1 a. Penalties under California Labor Code section 2699 in the amount of a
2 hundred dollars (\$100) for each aggrieved employee per pay period for the initial
3 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for
4 each subsequent violation;

5 b. Penalties under California Code of Regulations Title 8 section 11010, et
6 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
7 the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay
8 period for each subsequent violation;

9 c. Penalties under California Labor Code section 210 in addition to, and
10 entirely independent and apart from, any other penalties provided in the California Labor
11 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay
12 period for the initial violation, and two hundred dollars (\$200) for each aggrieved
13 employee per pay period for each subsequent violation; and

14 d. Any and all additional penalties and sums as provided by the California
15 Labor Code and/or other statutes, including, but not limited to, penalties pursuant to
16 California Labor Code 558(a).

17 72. Pursuant to California Labor Code section 2699(i), civil penalties recovered
18 shall be distributed as follows: sixty-five percent (65%) to the Labor and Workforce
19 Development Agency for the enforcement of labor laws and education of employers and
20 employees about their rights and responsibilities and thirty-five percent (35%) to the
21 AGGRIEVED EMPLOYEES.

22 73. Further, **REPRESENTATIVE PLAINTIFF** is entitled to seek and recover
23 reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5
24 and 2699 and any other applicable statute.

25 THEREFORE, REPRESENTATIVE PLAINTIFF and the individuals he seeks to
26 represent request relief as described below:

27 **PRAYER**

28 THEREFORE, REPRESENTATIVE PLAINTIFF prays for judgment against

DEFENDANTS, and Does 1 through 100, and each of them, as follows:

1. Statutory attorneys' fees and costs under PAGA and California Code of Civil Procedure Section 1021.5;
2. Statutory penalties under PAGA;
3. Costs of suit; and
4. Such further relief as the Court deems just and proper.

Dated: August 22, 2025

TAPANIAN LAW, APC

By: 
Raffi Tapanian, Esq.,
Attorneys for Plaintiff JOSEPH
HERMUNDSON
Individually and on behalf of other
AGGRIEVED EMPLOYEES