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**FILED**  
 Superior Court of California  
 County of Los Angeles  
 10/01/2025

David W. Slayton, Executive Officer / Clerk of Court  
 By: R. Lozano Deputy

12 Attorneys for Plaintiff(s),  
 13 JAVIER ARRAZOLA, and all others similarly situated  
 14 (Additional attorneys for Plaintiff(s) on next page)

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 16 **FOR THE COUNTY OF LOS ANGELES**  
 17 **(UNLIMITED JURISDICTION)**

18 JAVIER ARRAZOLA, on behalf of himself and  
 19 all others similarly situated, the general public,  
 20 and as an "aggrieved employee" on behalf of  
 21 other "aggrieved employees" and the State of  
 22 California under the Labor Code Private  
 23 Attorneys General Act of 2004,

Case No. 25STCV25534

**CLASS ACTION**

**FIRST AMENDED COMPLAINT FOR:**

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 221, 510, 558.1, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, 558.1, and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7, 558.1, and 1198);
4. Failure to Indemnify (Lab. Code §§ 558.1, 1198, and 2802);
5. Wage Statement Penalties (Lab. Code §§ 226 and 558.1);
6. Waiting Time Penalties (Lab. Code §§ 201, 202, 203, and 558.1);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab. Code §§ 2898, et seq.)

18 *Plaintiff(s),*

19 vs.

20 IRRIGATION EXPRESS, INC., a California  
 21 corporation, IRRIGATION EXPRESS AND  
 22 SIMPLE TURF, a California corporation;  
 23 YOSEF AMZALAG SUPPLY, a California  
 24 corporation; YOSEF AMZALAG, a natural  
 25 person; and DOES 1–50, inclusive,

26 *Defendant(s).*

**JURY TRIAL DEMANDED**



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1 Plaintiff, Javier Arrazola (hereafter “Plaintiff”), on behalf of himself and all others  
2 similarly situated, the general public, and as an “aggrieved employee” on behalf of other  
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys  
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the  
7 California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage  
8 Order”), and the California Business and Professions Code against Defendants Irrigation Express,  
9 Inc., a California corporation, Irrigation Express And Simple Turf, a California corporation,  
10 Yosef Amzalag Supply, a California corporation, Yosef Amzalag, a natural person, and Does 1  
11 through 50, inclusive (collectively “Defendants”).

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

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

17 (B) Provide all meal periods;

18 (C) Authorize and permit all rest breaks;

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

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

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

22 (G) Only deduct wages lawfully;

23 (H) Issue only accurate and complete itemized wage statements;

24 (I) Issue statements of sick leave available;

25 (J) Timely pay wages upon termination of employment;

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

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## **II. THE PARTIES**

3. Plaintiff Javier Arrazola is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations § 11070 and an “aggrieved employee” within the meaning of Labor Code § 2699 (c).

4. Defendant Irrigation Express, Inc. is corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

5. Defendant Irrigation Express and Simple Turf is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

6. Defendant Yosef Amzalag Supply is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

7. Defendant Yosef Amzalag is a natural person and also a citizen of California based on Plaintiff’s information and belief.

8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein of the Defendants sued as Does 1-50, inclusive, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the Doe Defendants when ascertained.

9. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act within the course and scope of such agency, employment, direction and control, and with the approval and ratification of each of the other Defendants.

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



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

5 **III. CLASS ALLEGATIONS**

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

11 13. **Class Definition:** The Class is defined as follows: All persons Defendants  
12 employed in California hourly, non-exempt workers, including warehouse associates, individuals  
13 performing work comparable to the aforementioned, compensated comparably to the  
14 aforementioned, and individuals in similar positions, at any time during the period beginning four  
15 years prior to the filing of this action and ending on the date that final judgment is entered in this  
16 action (“Class” or “Class Members”).

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

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

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

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



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- 1 B. Whether Defendants unlawfully deducted wages from Class Members;
- 2 C. Whether Defendants failed to provide the Class Members with all meal
- 3 periods in compliance with California law;
- 4 D. Whether Defendants failed to authorize and permit the Class Members to
- 5 take all rest periods in compliance with California law;
- 6 E. Whether Defendants failed to indemnify the Class Members for the
- 7 reasonable expenses they incurred during the course of performing their duties;
- 8 F. Whether Defendants knowingly and intentionally failed to provide the
- 9 class with accurate and complete itemized wage statements;
- 10 G. Whether Defendants willfully failed to provide the class with timely final
- 11 wages;
- 12 H. Whether Defendants engaged in unfair competition within the meaning of
- 13 Business and Professions Code sections 17200, et seq., with respect to the Class; and
- 14 I. Whether Class Members are entitled to restitution of money or property
- 15 that Defendants may have acquired from them through alleged Labor Code violations.

16 17. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.

17 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or

18 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor

19 Code, the Wage Order, and the Business and Professions Code.

20 18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative

21 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent

22 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class

23 Members. Plaintiff will fairly and adequately represent and protect the interests of Class

24 Members.

25 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that

26 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced

27 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of

28 Plaintiff and absent Class Members.

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



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

#### 10 **IV. STATEMENT OF FACTS**

11 21. The Wage Order applies to "all persons employed in the mercantile industry  
12 whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage  
13 Order defines "Mercantile Industry" to mean "any industry, business, or establishment operated  
14 for the purpose of purchasing, selling, or distributing goods are commodities at wholesale or  
15 retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant  
16 times during the applicable limitations period, the Defendants, Plaintiff, and all of the Class  
17 Members were covered by the Wage Order because the Defendants operated, and Plaintiff and all  
18 of the Class Members worked for, one or more establishments operated as wholesale supplier of  
19 landscape irrigation, outdoor lighting, and synthetic turf. Accordingly, Plaintiff and all of the  
20 other Class Members are entitled to the protections the Wage Order provides.

21 22. On approximately November 11, 2016, the Defendants began to employ Plaintiff  
22 in San Fernando, California, in the position of warehouse associate. The Defendants continuously  
23 employed him in that capacity until on or about January 15, 2025, when his employment ended.

24 23. At all relevant times, the Defendants issued wages to Plaintiff and all of the other  
25 Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all  
26 relevant times, the Defendants classified Plaintiff and all of the other Class Members as non-  
27 exempt employees entitled to the protections of the Labor Code and the Wage Order.

28 24. At all relevant times, the Defendants failed to compensate Plaintiff and all of the  
other Class Members for all hours worked at the applicable minimum or regular rates of pay. The



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1 Defendants required Plaintiff and the other Class Members to “clock out” for a meal period but  
2 required them to continue to work through this period while clocked out and did not pay them for  
3 the time. Additionally, the Defendants required Plaintiff and the other Class Members to respond  
4 to texts and phone calls about work-related matters when they were clocked out and did not pay  
5 them for the time.

6 25. At all relevant times, the Defendants failed to compensate Plaintiff and all of the  
7 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40  
8 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants  
9 required Plaintiff and the other Class Members to work over eight hours per day, over 40 hours  
10 per week, and on the seventh day of the same workweek. During such workdays and workweeks,  
11 the Defendants required Plaintiff and the other Class Members to clock out for a meal period but  
12 required them to continue to work through this period clocked out and did not pay them for the  
13 time. Additionally, the Defendants required Plaintiff and the other Class Members to respond to  
14 texts and phone calls about work-related matters when they were clocked out and did not pay  
15 them for the time.

16 The Defendants also failed to pay overtime premium wages on bonuses earned by Plaintiff  
17 and the other Class Members during overtime hours.

18 26. At all relevant times, the Defendants failed to compensate Plaintiff and all of the  
19 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over  
20 the first eight of the seventh day of the workweek. The Defendants required Plaintiff and the other  
21 Class Members to work over 12 hours per day and over eight hours on the seventh day of the  
22 same workweek. During such workdays and workweeks, the Defendants required Plaintiff and  
23 the other Class Members to clock out for a meal period but required them to continue to work  
24 through this period clocked out and did not pay them for the time. Additionally, the Defendants  
25 required Plaintiff and the other Class Members to respond to texts and phone calls about work-  
26 related matters when they were clocked out and did not pay them for the time.

27 27. At all relevant times, the Defendants failed to provide Plaintiff and all of the other  
28 Class Members with all timely 30-minute, off-duty meal periods. The Defendants required  
Plaintiff and the other Class Members to clock out for a meal period but required them to continue



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1 to work through this period clocked out and did not pay them for the time. Also, the Defendants  
2 required Plaintiff and the other Class Members to take their meal periods more than five hours  
3 after starting work for the day. The Defendants reduced the work hours of Plaintiff and the other  
4 Class Members when they objected to not receiving their meal periods free of duty. The  
5 Defendants also failed to pay premium wages for days on which they failed to provide Plaintiff  
6 and all of the other Class Members with meal periods as required by law.

7 28. At all relevant times, the Defendants failed to authorize and permit Plaintiff and  
8 all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours  
9 worked or major portion thereof. The Defendants routinely interrupted Plaintiff and the other  
10 Class Members with work during their rest periods. The Defendants also failed to pay premium  
11 wages for days on which they failed to authorize and permit Plaintiff and all of the other Class  
12 Members to take rest breaks as required by law.

13 29. At all relevant times, the Defendants failed to provide paid sick leave to Plaintiff  
14 and all of the other Class Members.

15 30. At all relevant times, the Defendants required Plaintiff and all of the other Class  
16 Members to incur certain business expenses in the course of performing their duties. The  
17 Defendants required Plaintiff and all of the other Class Members to supply mobile phones to  
18 perform their job duties. However, the Defendants did not provide these items and did not  
19 reimburse Plaintiff and the other Class Members for these items. The Defendants required  
20 Plaintiff and the other Class Members to use their personal mobile phone to respond to work-  
21 related communications while “off the clock.”

22 31. At all relevant times, the Defendants unlawfully deducted wages belonging to  
23 Plaintiff and all of the other Class Members.

24 32. At all relevant times, the Defendants failed to issue to Plaintiff and all of the other  
25 Class Members complete and accurate wage statements that state all hours worked at the correct  
26 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on  
27 the wage statements they issued to Plaintiff and all of the other Class Members the unpaid wages  
28 discussed above. The wage statements fail to state all minimum wages earned, all regular wages  
earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages



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1 earned, all rest break premium wages earned, all unlawfully deducted wages, and related  
2 information.

3 33. At all relevant times, the Defendants failed to provide Plaintiff and all of the other  
4 Class Members with statements of sick leave available, or paid time off in lieu of sick leave.

5 34. At all relevant times, the Defendants also failed to timely pay Plaintiff and all of  
6 the other Class Members all earned wages as described above during and at the conclusion of  
7 employment.

8 35. At all relevant times, the Defendants failed to maintain accurate employee records  
9 of Plaintiff and all of the other Class Members.

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

- 12 A. Not provided with all off duty meal periods;  
13 B. Not authorized and permitted to take all rest break periods;  
14 C. Not paid one hour's pay for each workday in which Defendants failed to  
15 authorize and permit them to take one or more timely rest periods;  
16 D. Not paid one hour's pay for each workday in which Defendants failed to  
17 provide them with one or more timely meal periods;  
18 E. Not paid all wages earned, including, but not limited to, minimum, regular,  
19 overtime, and doubletime wages for work performed while clocked out;  
20 F. Not indemnified for all necessary business expenditures incurred during  
21 the discharge of their duties;  
22 G. Not provided with accurate and complete wage statements; and  
23 H. Not timely paid all earned and unpaid wages at the time their employment  
24 ended.

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**FIRST CAUSE OF ACTION**

**FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE  
CORRECT RATES**

**Lab. Code §§ 221, 510, 1194, 1197, and 1198**

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

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

38. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

**A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT  
THE CORRECT RATES OF PAY**

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

40. Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek;

(b) Double the employee’s regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee’s regular hourly salary as one fortieth (1/40) of the employee’s weekly salary.



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1           41.     Section 4 of the Wage Order requires an employer to pay non-exempt employees  
2 at least the minimum wage set forth therein for all hours worked, which consists of all hours that  
3 an employer has actual or constructive knowledge that employees are working.

4           42.     Labor Code section 510 states:

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

16           43.     Labor Code section 1194 invalidates any agreement between an employer and an  
17 employee to work for less than the minimum wage required under the applicable Wage Order.

18           44.     Labor Code section 1197 makes it unlawful for an employer to pay an employee  
19 less than the minimum wage required under the applicable Wage Order for all hours worked  
20 during a payroll period.

21           45.     Labor Code section 1198 makes it unlawful for an employer to employ an  
22 employee under conditions that violate the Wage Order.

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

28           47.     At all relevant times during the applicable limitations period, Defendants failed to  
compensate Plaintiff and the Class Members for all hours worked, including, but not limited to  
minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and  
doubletime hours, respectively, that they worked at the correct rates of pay.

          48.     Plaintiff is informed and believes and thereon alleges that, at all relevant times,



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Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to compensate Plaintiff and the other Class Members for all hours worked at the correct rates of pay as required by California law.

**B. UNLAWFUL WAGE DEDUCTIONS**

49. Under Labor Code § 221, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." The Defendants deducted wages from the wages earned by Plaintiff and all of the other Class Members in violation of Labor Code § 221.

50. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' deduction of wages belonging to Plaintiff and the other Class Members in violation of California law.

**C. FAILURE TO PROVIDE SICK LEAVE**

51. Labor Code section 233 states

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

52. Labor Code section 246(a)(1) states

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

53. Labor Code section 246.5 states

(a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:

(1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.

...

(c) (1) An employer shall not deny an employee the right to use accrued



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sick days ...

54. The Defendants failed to provide Plaintiff and all of the other Class Members with paid sick leave.

55. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants' failure to pay Plaintiff and the other Class Members sick leave as required by California law.

**D. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE**

56. In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and 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.
- (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against Yosef Amzalag that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **Lab. Code §§ 226.7 and 512**

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

5 57. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

6 58. 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 protections  
8 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

9 59. In relevant part, California Labor Code § 1198 states:

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

14 60. In relevant part, In relevant part, California Labor Code § 512 states:

15 An employer shall not employ an employee for a work period of  
16 more than five hours per day without providing the employee with  
17 a meal period of not less than 30 minutes, except that if the total  
18 work period per day of the employee is no more than six hours, the  
meal period may be waived by mutual consent of both the  
employer and employee.

19 An employer shall not employ an employee for a work period of  
20 more than 10 hours per day without providing the employee with  
21 a second meal period of not less than 30 minutes, except that if the  
22 total hours worked is no more than 12 hours, the second meal  
period may be waived by mutual consent of the employer and the  
employee only if the first meal period was not waived.

23 61. In relevant part, Section 11 of the Wage Order states:

24 Meal Periods:

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



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1 (B) An employer may not employ an employee for a work period of  
2 more than ten (10) hours per day without providing the employee  
3 with a second meal period of not less than 30 minutes, except that  
4 if the total hours worked is no more than 12 hours, the second meal  
period may be waived by mutual consent of the employer and the  
employee only if the first meal period was not waived.

5 (C) Unless the employee is relieved of all duty during a 30 minute meal  
6 period, the meal period shall be considered an "on duty" meal  
7 period and counted as time worked. An "on duty" meal period shall  
8 be permitted only when the nature of the work prevents an  
9 employee from being relieved of all duty and when by written  
agreement between the parties an on-the-job paid meal period is  
agreed to. The written agreement shall state that the employee  
may, in writing, revoke the agreement at any time.

10 (D) If an employer fails to provide an employee a meal period in  
11 accordance with the applicable provisions of this Order, the  
12 employer shall pay the employee one (1) hour of pay at the  
13 employee's regular rate of compensation for each workday that the  
meal period is not provided.

14 (E) In all places of employment where employees are required to eat  
15 on the premises, a suitable place for that purpose shall be  
designated.

16 62. In relevant part, California Labor Code § 226.7 states:  
17

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

22 (c) If an employer fails to provide an employee a meal period  
23 or rest period in accordance with a state law, including, but  
24 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.

25 63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the  
26  
27  
28



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1 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day  
2 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled  
3 to a second 30-minute meal period when they worked more than 10 hours in a workday.

4 64. Defendants intentionally failed to provide Plaintiff and the Class Members with  
5 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants  
6 required Plaintiff and the other Class Members to clock out for a meal period but required them  
7 to continue to work through this period clocked out and did not pay them for the time. Also, the  
8 Defendants required Plaintiff and the other Class Members to take their meal periods more than  
9 five hours after starting work for the day. The Defendants reduced the work hours of Plaintiff and  
10 the other Class Members when they objected to working through their meal periods and while  
11 clocked out.

12 65. At all relevant times, Defendants failed to provide Plaintiff and the Class Members  
13 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members  
14 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants  
15 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class  
16 Members with timely meal periods.

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

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

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

27 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**  
28 **LABOR CODE**

69. In relevant part, Labor Code section 558.1 states:



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- 1 (c) Any employer or other person acting on behalf of an employer,  
2 who violates, or causes to be violated, any provision regulating  
3 minimum wages or hours and days of work in any order of the  
4 Industrial Welfare Commission, or violates, or causes to be  
5 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be  
6 held liable as the employer for such violation.
- 7 (d) For purposes of this section, the term “other person acting on  
8 behalf of an employer” is limited to a natural person who is an  
9 owner, director, officer, or managing agent of the employer, and  
10 the term “managing agent” has the same meaning as in subdivision  
11 (b) of Section 3294 of the Civil Code.

12 At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class  
13 Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other  
14 employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other  
15 person, employed and exercised control over the wages, hours, and/or working conditions of the  
16 Class Members, and caused the violations to the Labor Code and the Wage Order described above.  
17 On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid  
18 wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and  
19 related relief against Yosef Amzalag that is the same as the award of against the other Defendants  
20 on the same grounds for which Plaintiff seeks against the Defendants.

### 21 **THIRD CAUSE OF ACTION**

#### 22 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

##### 23 **Lab. Code § 226.7**

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

25 70. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

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

72. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor  
fixed by the commission shall be the maximum hours of work and  
the standard conditions of labor for employees. The employment  
of any employee for longer hours than those fixed by the order or



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under conditions of labor prohibited by the order is unlawful.

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

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

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

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant 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.
- (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.

75. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.



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1           76. Defendants intentionally failed to authorize and permit Plaintiff and the Class  
2 Members to take all 10-minute rest periods free from any work duties in accordance with the  
3 Wage Order. The Defendants routinely interrupted Plaintiff and the other Class Members with  
4 work during their rest periods, when they were permitted.

5           77. At all relevant times, Defendants failed to authorize and permit Plaintiff and the  
6 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium  
7 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit  
8 Plaintiff and the other Class Members to take timely rest periods.

9           78. At all relevant times, Defendants failed to authorize and permit Plaintiff and the  
10 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major  
11 fraction thereof. Defendants did not seek an exemption from the rest period protections of the  
12 Wage Order from the California Division of Labor Standards Enforcement. Moreover,  
13 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed  
14 to authorize and permit them to take 10-minute rest periods every four hours worked or major  
15 fraction thereof.

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

20           80. Defendants failed to provide Plaintiff with all required rest breaks in accordance  
21 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times  
22 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy  
23 which resulted in Defendants not providing the Class Members with all rest breaks required by  
24 California law.

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



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1 California Labor Code § 226.7.

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

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

8 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**  
9 **LABOR CODE**

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

- 11 (a) Any employer or other person acting on behalf of an employer,  
12 who violates, or causes to be violated, any provision regulating  
13 minimum wages or hours and days of work in any order of the  
14 Industrial Welfare Commission, or violates, or causes to be  
15 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be  
16 held liable as the employer for such violation.
- 17 (b) For purposes of this section, the term "other person acting on  
18 behalf of an employer" is limited to a natural person who is an  
19 owner, director, officer, or managing agent of the employer, and  
20 the term "managing agent" has the same meaning as in subdivision  
21 (b) of Section 3294 of the Civil Code.

22 At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class  
23 Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other  
24 employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other  
25 person, employed and exercised control over the wages, hours, and/or working conditions of the  
26 Class Members, and caused the violations to the Labor Code and the Wage Order described above.  
27 On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid  
28 wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and  
related relief against Yosef Amzalag that is the same as the award of against the other Defendants  
on the same grounds for which Plaintiff seeks against the Defendants.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **Lab. Code § 2802**

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

5 85. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

6 86. In pertinent part, California Labor Code § 2802(a) states: “An employer shall  
7 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct  
8 consequence of the discharge of his or her duties.”

9 87. California Labor Code § 1198 prohibits employers from employing their  
10 employees under conditions prohibited by the Wage Order.

11 88. At all relevant times, Defendants required Plaintiff and the Class Members to incur  
12 certain business expenses in the course of performing their duties.

13 89. As described above, the Defendants required Plaintiff and all of the other Class  
14 Members to incur certain business expenses in the course of performing their duties. The  
15 Defendants required Plaintiff and all of the other Class members to supply mobile phones to  
16 perform their job duties. However, the Defendants did not provide phones or cellular services and  
17 did not reimburse Plaintiff and the other Class members for these costs. The Defendants required  
18 Plaintiff and the other Class Members to use their personal mobile phone to respond to work-  
19 related communications while off-the-clock.

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

24 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**  
25 **LABOR CODE**

26 91. In relevant part, Labor Code section 558.1 states:

- 27 (a) Any employer or other person acting on behalf of an employer,  
28 who violates, or causes to be violated, any provision regulating  
minimum wages or hours and days of work in any order of the  
Industrial Welfare Commission, or violates, or causes to be



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violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Yosef Amzalag that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

### **FIFTH CAUSE OF ACTION**

#### **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

##### **Lab. Code §§ 226**

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

**A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS**

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

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

A. Gross wages earned;

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

C. The number of piece rate units earned and any applicable piece rate if the



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1 employee is paid on a piece-rate basis;

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

4 E. Net wages earned;

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

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

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

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

13 94. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury  
14 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if  
15 the employer fails to provide accurate and complete information as required by California Labor  
16 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement  
17 alone one or more of the following:

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

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

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

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

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

95. “Promptly and easily determine,” as stated in California Labor Code § 226(e),



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1 means a reasonable person would be able to readily ascertain the information without reference  
2 to other documents or information.

3 96. As alleged herein, at all relevant times during the applicable limitations period,  
4 Defendants violated California Labor Code section 226 because they did not properly and  
5 accurately itemize each employee's gross wages earned, net wages earned, the total hours worked,  
6 the corresponding number of hours worked at each rate by the employee and other requirements  
7 of California Labor Code section 226. Defendants failed to state in the wage statements they  
8 issued to Plaintiff and the other Class Members all their hours worked and wages earned,  
9 including, but not limited to, regular and overtime wages for work they performed off-the-clock  
10 after clocking-out (as described above). Defendants knowingly and intentionally did not issue  
11 either as a detachable part of the check, draft, or voucher paying the employee's wages, or  
12 separately if wages are paid by personal check or cash, statements to Plaintiff and the Class  
13 Members that state all minimum wages earned, all regular wages earned, all overtime wages  
14 earned, all doubletime wages earned, all meal period premium wages earned, all rest break  
15 premium wages earned, all unlawfully deducted wages, and other required information.

16 97. Defendants' failure to provide Plaintiff and the other Class Members with accurate  
17 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and  
18 the other Class Members with accurate wage statements but intentionally provided wage  
19 statements that Defendants knew were not accurate.

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



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1 **B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

2 99. Labor Code § 246 states

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

7 Lab.Code § 246(h) (effective July 1, 2015). As a matter of policy and practice, the Defendants  
8 failed to provide Plaintiff and all of the other Class Members with an itemized wage statement or  
9 separate writing that set forth the amount of paid sick leave available.

10 100. Pursuant to California Labor Code § 226(e), Plaintiffs and the other Class  
11 Members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)  
12 for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one  
13 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,  
14 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are  
15 also entitled to an award of costs and reasonable attorneys' fees.

16 **C. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**  
17 **LABOR CODE**

18 101. In relevant part, Labor Code section 558.1 states:

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

24 (b) For purposes of this section, the term "other person acting on  
25 behalf of an employer" is limited to a natural person who is an  
26 owner, director, officer, or managing agent of the employer, and  
the term "managing agent" has the same meaning as in subdivision  
(b) of Section 3294 of the Civil Code.

27 At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class  
28 Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other



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1 employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other  
2 person, employed and exercised control over the wages, hours, and/or working conditions of the  
3 Class Members, and caused the violations to the Labor Code and the Wage Order described above.  
4 On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid  
5 wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and  
6 related relief against Yosef Amzalag that is the same as the award of against the other Defendants  
7 on the same grounds for which Plaintiff seeks against the Defendants.

8 **SIXTH CAUSE OF ACTION**

9 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

10 **(Lab. Code §§ 201, 202, and 203)**

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

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

13 103. At all relevant times during the applicable limitations period, Plaintiffs and the  
14 Class have been non-exempt employees of Defendants and entitled to the benefits and protections  
15 of California Labor Code §§ 201, 202, and 203, and the Wage Order.

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

18 105. Labor Code § 202 provides that all earned and unpaid wages of an employee who  
19 quits after providing at least 72-hours notice before quitting are due and payable at the time of  
20 quitting and that all earned and unpaid wages of an employee who quits without providing at least  
21 72-hours notice before quitting are due and payable within 72 hours.

22 106. The Defendants failed to pay Plaintiff and all of the other Class Members whose  
23 employment ended all of the earned but unpaid wages described above by the conclusion of their  
24 employment with Plaintiff, including minimum wages, regular wages, overtime wages,  
25 doubletime wages, unprovided meal period premium wages, unprovided rest break premium  
26 wages, deducted wages, and other compensation. Additionally, the Defendants failed to issue to  
27 Plaintiff and all of the other Class members whose employment ended their final paychecks  
28 promptly in compliance with California law following the termination.

107. By failing to pay such earned wages to Plaintiff and the Class Members,



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Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

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

109. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

**A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE LABOR CODE**

110. In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and 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.
- (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

111. At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against Yosef Amzalag that is the same as the award of against the other Defendants



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on the same grounds for which Plaintiff seeks against the Defendants.

**SEVENTH CAUSE OF ACTION**

**UNFAIR COMPETITION**

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

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

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

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

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

115. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages, missed meal period premium wages, missed rest period premium wages, sick leave pay, phone expenses, unlawfully deducted wages, unreimbursed expenses, and comparable money and property.

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

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

///

///



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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **Lab.Code §§ 2698, et seq.**

4 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**  
5 **against all Defendants)**

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

7 119. The “Aggrieved Employees” are all members of the Class defined above who  
8 Defendants employed during the period beginning July 28, 2024, and ending on the date that final  
9 judgment is entered in this action.

10 120. Labor Code § 204 states

11 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,  
12 or 204.2, earned by any person in any employment are due and payable twice  
13 during each calendar month, on days designated in advance by the employer as the  
14 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any  
15 calendar month shall be paid for between the 16th and the 26th day of the month  
16 during which the labor was performed, and labor performed between the 16th and  
17 the last day, inclusive, of any calendar month, shall be paid for between the 1st  
18 and 10th day of the following month. ...

19 (b) (1) Notwithstanding any other provision of this section, all wages  
20 earned for labor in excess of the normal work period shall be paid no later than the  
21 payday for the next regular payroll period.

22 (2) An employer is in compliance with the requirements of subdivision (a) of  
23 Section 226 relating to total hours worked by the employee, if hours worked in  
24 excess of the normal work period during the current pay period are itemized as  
25 corrections on the paystub for the next regular pay period. Any corrections set out  
26 in a subsequently issued paystub shall state the inclusive dates of the pay period  
27 for which the employer is correcting its initial report of hours worked.

28 (c) However, when employees are covered by a collective bargaining  
agreement that provides different pay arrangements, those arrangements shall  
apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment  
of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not  
more than seven calendar days following the close of the payroll period.

121. Defendants paid wages to employees on regular intervals. Defendants, however,  
failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information



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1 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such  
2 intervals for all wages earned and all hours worked.

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

4  
5 Every person employing labor in this state shall

6 ...

7 (c) Keep a record showing the names and addresses of all employees  
8 employed and the ages of all minors.

9 (d) Keep, at a central location in the state or at the plants or  
10 establishments at which employees are employed, payroll records  
11 showing the hours worked daily by and the wages paid to, and the number  
12 of piece-rate units earned by and any applicable piece rate paid to,  
13 employees employed at the respective plants or establishments. These  
14 records shall be kept in accordance with rules established for this purpose  
15 by the commission, but in any case shall be kept on file for not less than  
16 three years. An employer shall not prohibit an employee from maintaining  
17 a personal record of hours worked, or, if paid on a piece-rate basis, piece-  
18 rate units earned.

19 123. Labor Code section 1174.5 states:

20 Any person employing labor who willfully fails to maintain the records  
21 required by subdivision (c) of Section 1174 or accurate and complete  
22 records required by subdivision (d) of Section 1174, or to allow any  
23 member of the commission or employees of the division to inspect records  
24 pursuant to subdivision (b) of Section 1174, shall be subject to a civil  
25 penalty of five hundred dollars (\$500).

26 124. Wage Order states,

27 (A) Every employer shall keep accurate information with respect to each  
28 employee, including the following:

(1) Full name, home address, occupation and social security number.

(2) Birth date, if under 18 years, and designation as a minor.

(3) Time records showing when the employee begins and ends each work  
period. Meal periods, split shift intervals and total daily hours worked shall also  
be recorded. Meal periods during which, operations cease and authorized rest  
periods need not be recorded.



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(4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.

(5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

...

(E) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three (3) years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

125. Defendants failed to compensate Plaintiff and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum and overtime wages earned, and all meal and rest break premium wages earned. As a result, Defendants have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period.

126. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1197, 1198, and 2802.

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

128. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

a. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation



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(penalty amounts established by California Labor Code § 210).

b. For violations of California Labor Code § 221, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation of Labor Code § 221, and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each Aggrieved Employee (penalty amounts established by California Labor Code § 225.5).

c. For violations of California Labor Code § 226, \$250 for each Aggrieved Employee for each initial violation of Labor Code section 226(a), and \$1,000 for each Aggrieved Employee for each subsequent violation (penalties set by Labor Code section 226.3); Alternatively, one hundred dollars (\$100) for each Aggrieved Employee per pay period; Alternatively, twenty-five dollars (\$25) for each Aggrieved Employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

d. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

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

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

g. For violations of California Labor Code §§ 201, 202, 203, 226.2, 226.7,



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233, 246, 246.5, 1194, 1198, and 2802 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation (penalty amounts established by California Labor Code § 2699(f)(2)).

129. In relevant part, Labor Code section 558.1 states:

(e) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and 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.

(f) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Yosef Amzalag was an employer of Plaintiff and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Yosef Amzalag that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

130. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated July 28, 2025, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA dated July 28, 2025 is attached as Exhibit A. Plaintiff submitted his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response



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

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

7 **V. PRAYER FOR RELIEF**

8 132. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for  
9 relief and judgment against Defendants as follows:

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

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

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

14 D. Unpaid wages, including minimum, regular, overtime, double-time,  
15 missed meal period, and missed rest period wages;

16 E. Liquidated damages;

17 F. Statutory penalties, including waiting time penalties;

18 G. Civil penalties;

19 H. Restitution;

20 I. Declaratory relief;

21 J. Actual damages;

22 K. Pre-judgment interest;

23 L. Costs of suit;

24 M. Reasonable attorneys' fees; and

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

26 ///

27 ///

28 ///

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**VI. DEMAND FOR JURY TRIAL**

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

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: October 1, 2025

By:   
\_\_\_\_\_  
DAVID G. SPIVAK  
CAROLINE TAHMASSIAN  
JULIA ROSE MCCOY  
Attorneys for Plaintiff(s), JAVIER  
ARRAZOLA, and all others similarly  
situated



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# **EXHIBIT A**



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**\*SENT BY EMAIL AND CERTIFIED MAIL\***

August 28, 2025

Irrigation Express and Simple Turf  
c/o Alfred J. Landegger, Esq.  
Landegger Verano, ALC  
15760 Ventura Blvd., Suite 120  
Encino, California 91436  
[alfred@landeggeresq.com](mailto:alfred@landeggeresq.com)

Re: *Arrazola/ Irrigation Express, Inc., et al.*  
LWDA Case No. LWDA-CM-1114793-25

Dear Counsel:

Please find enclosed a copy of the notice sent to the Labor and Workforce Department Agency dated July 28, 2025, that we had previously sent to 6345 Balboa Bl. Ste 382 Encino, CA 91316 and 13650 Vaughn Street San Fernando, CA 91340.

Please let us know if you are authorized to accept service on behalf of Irrigation Express and Simple Turf, Irrigation Express, Inc., Yosef Amzalag Supply, and/or Yosef Amzalag.

Sincerely,

Laura Solorzano  
Intake Assistant  
(818) 582-3180  
[laura@spivaklaw.com](mailto:laura@spivaklaw.com)

Encl. as stated.

cc: David Spivak, Esq.  
Walter Haines, Esq.

///

*LWDA / The Irrigation Express Employers*

*Re: Javier Arrazola*

*August 28, 2025*

*Page 2 of 2*

Irrigation Express, Inc.  
c/o Alfred J. Landegger, Esq.  
Landegger Verano, ALC  
15760 Ventura Blvd., Suite 120  
Encino, California 91436  
[alfred@landeggeresq.com](mailto:alfred@landeggeresq.com)

Yosef Amzalag Supply  
c/o Alfred J. Landegger, Esq.  
Landegger Verano, ALC  
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**\*SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL\***

July 28, 2025

Attn: PAGA Administrator  
Labor and Workforce Development Agency  
Attn: PAGA Administrator  
<http://dir.tflaforms.net>  
*Via Electronic Submission*

Re: Javier Arrazola / Irrigation Express

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Javier Arrazola (hereafter “Arrazola” or “Complainant”) provides notice that Irrigation Express, Inc., a California corporation, Irrigation Express And Simple Turf, a California corporation, Yosef Amzalag, a natural person, Yosef Amzalag Supply, a California corporation, and related entities (collectively “the Irrigation Express Employers” or “the Employers”) violated his rights and those of all other individuals the Irrigation Express Employers have employed or otherwise contracted with in California as hourly, non-exempt workers, including warehouse associates, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 221, 226, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1197, 1198, 2802, and related employee protections. On behalf of himself and all other Aggrieved Employees, Arrazola hereby provides this notice to the Labor & Workforce Development Agency and the Irrigation Express Employers and their agents and representatives.

At all relevant times, the Irrigation Express Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Arrazola and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 7-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

### **Statement of Facts**

On approximately November 11, 2016, the Irrigation Express Employers began to employ Arrazola in San Fernando in the position of warehouse associate. The Irrigation Express Employers continuously employed him in that capacity until on or about January 15, 2025 when his employment ended.

At all relevant times, the Irrigation Express Employers issued wages to Arrazola and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Irrigation Express Employers classified Arrazola and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

The Irrigation Express Employers also failed to pay overtime premium wages on bonuses earned by Arrazola and the other Aggrieved Employees during overtime hours.

The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

At all relevant times, the Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Also, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to take their meal periods more than five hours after starting work for the day. The Irrigation Express Employers reduced the work hours of Arrazola and the other Aggrieved Employees when they objected to not receiving their meal periods free of duty. The Irrigation Express Employers also failed to pay premium wages for days on which they failed to provide Arrazola and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Irrigation Express Employers failed to authorize and permit Arrazola and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Irrigation Express Employers interrupted Arrazola and the other Aggrieved Employees with work during their rest periods. The Irrigation Express Employers also failed to pay premium wages for days on which they failed to authorize and permit Arrazola and all of the other Aggrieved Employees to take rest breaks as required by law.

The Irrigation Express Employers failed to provide paid sick leave to Arrazola and all of the other Aggrieved Employees.

At all relevant times, the Irrigation Express Employers required Arrazola and all of the other Aggrieved Employees to incur certain business expenses in the course of

performing their duties. The Irrigation Express Employers required Arrazola and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Irrigation Express Employers did not provide these items and did not reimburse Arrazola and the other Aggrieved Employees for these items. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to use their personal mobile phone to respond to work-related communications while off-the-clock.

The Irrigation Express Employers unlawfully deducted wages belonging to Arrazola and all of the other Aggrieved Employees.

At all relevant times, the Irrigation Express Employers failed to issue to Arrazola and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Irrigation Express Employers knowingly and intentionally failed to state on the wage statements they issued to Arrazola and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, name of employer, and related compensation.

The Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The Irrigation Express Employers also failed to timely pay Arrazola and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Irrigation Express Employers failed to maintain accurate employee records of Arrazola and all of the other Aggrieved Employees.

For the reasons stated herein, Arrazola alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The Irrigation Express Employers failed to pay Arrazola and all of the other Aggrieved Employees all wages earned for all hours worked at the

correct rates of pay, including minimum, regular, overtime, and doubletime wages;

- (b) The Irrigation Express Employers failed to provide paid sick leave to Arrazola and all of the other Aggrieved Employees;
- (c) The Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (d) The Irrigation Express Employers failed to authorize and permit Arrazola and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (e) The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees at one hour's pay for each day in which the Irrigation Express Employers failed to provide them with one or more meal periods as required by law;
- (f) The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees at one hour's pay for each day in which the Irrigation Express Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (g) The Irrigation Express Employers failed to indemnify Arrazola and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (h) The Irrigation Express Employers unlawfully deducted wages belonging to Arrazola and all of the other Aggrieved Employees;
- (i) The Irrigation Express Employers knowingly and intentionally failed to issue to Arrazola and all of the other Aggrieved Employees accurate and complete wage statements;
- (j) The Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave;

- (k) The Irrigation Express Employers willfully failed to timely pay Arrazola and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Irrigation Express Employers and when their employment ended; and
- (l) The Irrigation Express Employers failed to maintain accurate employment records pertaining to Arrazola and all of the other Aggrieved Employees.

Accordingly, Arrazola now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the Irrigation Express Employers' alleged violations of the Labor Code and the Wage Order.

### **The Wage Order**

The Wage Order applies to "all persons employed in the mercantile industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Mercantile Industry" to mean, "any industry, business, or establishment operated for the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail; or for the purpose of renting goods or commodities." Wage Order, § 2(H). At all relevant times during the applicable limitations period, the Irrigation Express "Employers, Arrazola, and all of the Aggrieved Employees were covered by the Wage Order because the Irrigation Express Employers operated, and Arrazola, and all of the Aggrieved Employees worked for, one or more establishments operated as wholesale suppliers of landscape irrigation, outdoor lighting, and synthetic turf. Accordingly, Arrazola and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

### **Failure To Pay Wages For All Hours Worked At The Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198)**

Under Labor Code section 1197, "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and 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.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7<sup>th</sup>) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

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

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

The Irrigation Express Employers also failed to pay overtime premium wages on bonuses earned by Arrazola and the other Aggrieved Employees during overtime hours.

The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Additionally, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to respond to texts and phone calls about work related matters when they were clocked out and did not pay them for the time.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the Irrigation Express Employers, Arrazola and all of the other Aggrieved Employees earned bonuses, rest period premium wages, meal period premium wages, commissions, awards, monetary incentives during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the Irrigation Express Employers failed to pay to Arrazola and all of the other Aggrieved Employees bonuses, rest period premium wages, meal period premium wages, commissions, awards, monetary incentives overtime and double time premium pay on such bonuses, rest period premium wages, meal period premium wages, commissions, awards, monetary incentives.

At all relevant times during the applicable limitations period, the Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Arrazola now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

**Failure To Provide Sick Leave**  
**(Labor Code §§ 233, 246, and 246.5)**

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

Labor Code section 246.5 states,

- (a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:
  - (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
- ...
- (c) (1) An employer shall not deny an employee the right to use accrued sick days ...

The Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with paid sick leave. Accordingly, Arrazola now seeks civil penalties for these Labor Code violations that the Irrigation Express Employers have committed against him and all of the other Aggrieved Employees as follows:

1. For violations of Labor Code section 233, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 233 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 233 occurred (penalties set by Labor Code section 2699(f)(2));
2. For violations of Labor Code section 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246 occurred (penalties set by Labor Code section 2699(f)(2)); and
3. For violations of Labor Code section 246.5, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246.5 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246.5 occurred (penalties set by Labor Code section 2699(f)(2)).

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**Failure to Provide Meal Periods**  
**(Lab. Code §§ 226.7, 512, and 1198)**

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

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

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that

if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant 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.
- (c) If an employer fails to provide an employee a meal or rest or recovery 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 workday that the meal or rest or recovery period is not provided.

At all relevant times, the Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with all timely meal periods. The Irrigation Express Employers denied Arrazola and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to clock out for a meal period but required them to continue to work through this period clocked out and did not pay them for the time. Also, the Irrigation Express Employers required Arrazola and the other Aggrieved Employees to take their meal periods more than five hours after starting work for the day. The Irrigation Express Employers reduced the work hours of Arrazola and the other Aggrieved Employees when they objected to not receiving their meal periods free of duty. Furthermore, the Irrigation Express Employers failed to pay premium wages for days on which they failed to provide Arrazola and all of the other Aggrieved Employees with timely meal periods. Accordingly, Arrazola now seeks civil penalties for these Labor Code violations that the Irrigation Express Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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**Failure to Authorize and Permit Rest Periods**  
**(Lab. Code §§ 226.7 & 1198)**

Section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant 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.

- (c) If an employer fails to provide an employee a meal or rest or recovery 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 workday that the meal or rest or recovery period is not provided.

The Irrigation Express Employers failed to authorize and permit Arrazola and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Irrigation Express Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Irrigation Express Employers interrupted Arrazola and the other Aggrieved Employees with work during their rest periods. Moreover, the Irrigation Express Employers failed to pay Arrazola and all of the other Aggrieved Employees premium wages on workdays the Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Arrazola now seeks civil penalties for these Labor Code violations that the Irrigation Express Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Failure to Reimburse for Expenses**  
**(Lab. Code §§ 1198 and 2802)**

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

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

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Irrigation Express Employers required Arrazola and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Irrigation Express Employers required Arrazola and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Irrigation Express Employers did not provide these items and did not reimburse Arrazola and the other Aggrieved Employees for these items. The Irrigation Express Employers required Arrazola and the other Aggrieved Employees to use their personal mobile phone to respond to work-related communications while off-the-clock. Accordingly, Arrazola seeks civil penalties for these Labor Code violations that the Irrigation Express Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

**Unlawful Deductions**  
**(Lab. Code § 221)**

Under Labor Code § 221, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” The Irrigation Express Employers deducted wages from the wages earned by Arrazola and all of the other Aggrieved Employees for in violation of Labor Code § 221. Accordingly, Arrazola seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

**Failure to Provide Accurate Wage Statements**  
**(Lab. Code § 226)**

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

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

3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and
9. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

At all relevant times during the applicable limitations period, the Irrigation Express Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Irrigation Express Employers failed to state in the wage statements they issued to Arrazola and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). The Irrigation Express Employers knowingly and intentionally failed to state on the wage statements they issued to Arrazola and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, name of employer, and related compensation.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.
- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Arrazola seeks civil penalties for the Labor Code violations that the Irrigation Express Employers have committed against Arrazola and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the

wage statement alone the accurate information specified by subdivision (a) of Section 226; and

- (4) Alternatively, if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

**Failure To Provide Notice of Available Sick Leave**  
**(Labor Code § 246)**

Labor Code § 246 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.

Lab.Code § 246(h) (effective July 1, 2015). The Irrigation Express Employers failed to provide Arrazola and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Arrazola seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

**Failure to Timely Pay Wages During Employment**  
**(Lab. Code § 204)**

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the

following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and related compensation, at the intervals stated above. As a result, the Irrigation Express Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Arrazola now seeks civil penalties for the Labor Code violations that the Irrigation Express Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

**Failure to Timely Pay Wages Upon Termination of Employment**  
**(Lab. Code §§ 201, 202, and 203)**

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Irrigation Express Employers failed to pay Arrazola and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Arrazola, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and related compensation. By failing to pay Arrazola and all of the other Aggrieved Employees as set forth above at the end of employment, the Irrigation Express Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Arrazola seeks civil penalties from the Irrigation Express Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

**Failure to Maintain Accurate Employment Records**  
**(Lab. Code §§ 1174 & 1198)**

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

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Irrigation Express Employers failed to compensate Arrazola and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, name of employer, and related compensation. As a result, the Irrigation Express Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Arrazola and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Arrazola seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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**Person Acting on Behalf of Employers who Violates Labor Code**  
**(Labor Code § 558.1)**

In relevant part, Labor Code section 558.1 states:

- (a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and 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.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Yosef Amzalag was an employer of Arrazola and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Irrigation Express Employers and the other employers identified above. Yosef Amzalag directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Arrazola seeks the same civil penalties against Yosef Amzalag on the same grounds for which he seeks civil penalties against the Irrigation Express Employers.

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*LWDA / The Irrigation Express Employers*

*Re: Javier Arrazola*

*7/28/2025*

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**Conclusion**

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Javier Arrazola will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Mr. Javier Arrazola

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*LWDA / The Irrigation Express Employers*

*Re: Javier Arrazola*

*7/28/2025*

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