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

ROBERT HALEY, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

A & A READY MIXED CONCRETE, INC.,
a California corporation; A & A CONCRETE
SUPPLY, INC., a California corporation;
ASSOCIATED READY MIXED
CONCRETE, INC., a California corporation;
CEMAK TRUCKING, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25CV023316

**SECOND AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES &
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, 1197.1, 1720.9, and 1770, *et seq.* (Unpaid Minimum and Prevailing Wages);
- (5) Violation of California Labor Code §§ 245-249, *et seq.* (Failure to Provide Paid Sick Leave)
- (6) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (7) Violation of California Labor Code §§ 204, 210, and 218 (Wages Not Timely Paid During Employment);
- (8) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (9) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);

- (10) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (11) Violation of California Labor Code §§ 226(b), 226(c), and 1198.5 (Failure to Timely Produce Employment Records)
- (12) Violation of California Business & Professions Code § 17200, et seq.
- (13) Violation of California Labor Code § 2698, et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff ROBERT HALEY (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of the State of California with respect to other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, each one or more Defendants maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Sacramento. The majority of acts and omissions alleged

1 herein relating to Plaintiff and the other class members took place in the State of California,
2 including the County of Sacramento.

3 **PARTIES**

4 5. Plaintiff ROBERT HALEY is an individual residing in the State of California,
5 County of Sacramento.

6 6. Defendant A & A READY MIXED CONCRETE, INC., at all times herein
7 mentioned, was and is, upon information and belief, a California corporation and an employer
8 whose employees are engaged throughout the State of California, including the County of
9 Sacramento.

10 7. Defendant A & A CONCRETE SUPPLY, INC., at all times herein mentioned,
11 was and is, upon information and belief, a California corporation and an employer whose
12 employees are engaged throughout the State of California, including the County of Sacramento.

13 8. Defendant ASSOCIATED READY MIXED CONCRETE, INC., at all times
14 herein mentioned, was and is, upon information and belief, a California corporation and an
15 employer whose employees are engaged throughout the State of California.

16 9. Defendant CEMAK TRUCKING, INC., at all times herein mentioned, was and
17 is, upon information and belief, a California corporation and an employer whose employees are
18 engaged throughout the State of California.

19 10. At all relevant times, one or more Defendants A & A READY MIXED
20 CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED
21 CONCRETE, INC., and CEMAK TRUCKING, INC. were the “employer” and/or joint employer
22 of Plaintiff and the other class members within the meaning of all applicable California laws
23 and statutes.

24 11. At all times herein relevant, Defendants A & A READY MIXED CONCRETE,
25 INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE,
26 INC., and CEMAK TRUCKING, INC., and DOES 1 through 100, and each of them, were the
27 agents, partners, joint venturers, joint employers, representatives, servants, employees,
28 successors-in-interest, co-conspirators and/or assigns, each of the other, and at all times

1 relevant hereto were acting within the course and scope of their authority as such agents,
2 partners, joint venturers, joint employers, representatives, servants, employees, successors, co-
3 conspirators and/or assigns, and all acts or omissions alleged herein were duly committed with
4 the ratification, knowledge, permission, encouragement, authorization and/or consent of each
5 defendant designated as a DOE herein.

6 12. The true names and capacities, whether corporate, associate, individual, or
7 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues
8 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
9 information and belief, alleges that each of the defendants designated as a DOE is legally
10 responsible for the events and happenings referred to in this Complaint and unlawfully caused
11 the injuries and damages to Plaintiffs, other class members, and aggrieved employees as alleged
12 in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true
13 names and capacities when the same have been ascertained.

14 13. Defendant A & A READY MIXED CONCRETE, INC., A & A CONCRETE
15 SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., and CEMAK
16 TRUCKING, INC., and DOES 1 through 100 will hereinafter collectively be referred to as
17 “Defendants.”

18 14. Plaintiff further alleges that one or more Defendants directly or indirectly
19 controlled or affected the working conditions, wages, working hours, and conditions of
20 employment of Plaintiff, the other class members, and aggrieved employees so as to make each
21 of said one or more Defendants employers and employers liable under the statutory provisions
22 set forth herein.

23 15. Plaintiff is informed and believes, and on that basis alleges, that Defendants
24 shared or coordinated material employment functions and personnel, including payroll,
25 timekeeping, human resources, dispatch, and scheduling, and through those shared or
26 coordinated functions directly or indirectly exercised control over the wages, hours, or working
27 conditions of Plaintiff and the other class members.

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CLASS ACTION ALLEGATIONS

16. Plaintiff brings this action on his own behalf and on behalf of all other members of the general public similarly situated and, thus, seeks class certification under California Code of Civil Procedure section 382.

17. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from May 8, 2020, to final judgment.

18. Plaintiff reserves the right to establish subclasses as appropriate.

19. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals, and the identity of such membership is readily ascertainable by inspection of Defendants' records.

b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the

1 prosecution of this action for the substantial benefit of each class
2 member.

3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class action
7 will advance public policy objectives. Employers of this great state violate
8 employment and labor laws every day. Current employees are often afraid
9 to assert their rights out of fear of direct or indirect retaliation. However,
10 class actions provide the class members who are not named in the
11 complaint anonymity that allows for the vindication of their rights.

12 20. There are common questions of law and fact as to the class members that
13 predominate over questions affecting only individual members. The following common
14 questions of law or fact, among others, exist as to the members of the class:

- 15 a. Whether Defendants' failure to pay wages, without abatement or
16 reduction, in accordance with the California Labor Code was willful;
- 17 b. Whether Defendants had a corporate policy and practice of failing to pay
18 their hourly-paid or non-exempt employees within the State of California
19 for all hours worked and missed (short, late, interrupted, and/or missed
20 altogether) meal periods and rest breaks in violation of California law;
- 21 c. Whether Defendants required Plaintiff and the other class members to
22 work over eight (8) hours per day and/or over forty (40) hours per week
23 and failed to pay the legally required overtime compensation to Plaintiff
24 and the other class members;
- 25 d. Whether Defendants failed to use the non-discretionary, monetary and
26 non-monetary shift differential/commission/bonus/performance/incentive/
27 per diem pay to calculate the regular rate of pay used to calculate the
28 overtime rate for the payment of overtime wages where Plaintiff and the

1 other class members earned non-discretionary, monetary and non-
2 monetary shift differential/commission/bonus/performance/incentive/per
3 diem pay and overtime wages in the same workweek;

4 e. Whether Defendants deprived Plaintiff and the other class members of
5 meal and/or rest periods or required Plaintiff and the other class members
6 to work during meal and/or rest periods without compensation;

7 f. Whether Defendants failed to pay minimum wages and all compensation
8 earned (including, regular, minimum, overtime and prevailing wages) to
9 Plaintiff and the other class members for all hours worked;

10 g. Whether Defendants failed to pay all sick pay accrued at the correct rate
11 of pay to Plaintiff and the other class members;

12 h. Whether Defendants failed to pay all wages due to Plaintiff and the other
13 class members within the required time upon their discharge or
14 resignation;

15 i. Whether Defendants failed to timely pay all wages due to Plaintiff and
16 the other class members during their employment;

17 j. Whether Defendants complied with wage reporting as required by the
18 California Labor Code, including, *inter alia*, section 226;

19 k. Whether Defendants kept complete and accurate payroll records as
20 required by the California Labor Code, including, *inter alia*, section
21 1174(d);

22 l. Whether Defendants failed to reimburse Plaintiff and the other class
23 members for necessary business-related expenses and costs (including,
24 but not limited to, the use of personal phones for business-related
25 purposes, the purchasing and maintenance of clothing in compliance with
26 company policy, the use of personal vehicles for business-related
27 purposes, the purchasing and maintenance of specialty footwear in
28 compliance with company policy, and the purchasing of tools, supplies,

and/or equipment for business-related purposes);

- m. Whether Defendants failed to provide at least one day of rest in a seven-day work week to Plaintiff and other class members as required by California Labor Code section 551 and 552;
- n. Whether Defendants failed to pay applicable prevailing wages to Plaintiff and the other class members for working time on concrete deliveries to covered public works jobs;
- o. Whether Defendants failed to provide, permit the use of, or pay paid sick leave, or interfered with or retaliated against Plaintiff and other class members in for using, or attempting to use paid sick leave, in violation of Labor Code section 246;
- p. Whether Defendants failed to produce employment records as required by California Labor Code section 1198.5;
- q. Whether Defendants failed to pay reporting-time pay to Plaintiff and the other class members as required by the applicable IWC Wage Orders;
- r. Whether Defendants' conduct was willful or reckless;
- s. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- t. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- u. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code;

PAGA ALLEGATIONS

21. At all times herein set forth, the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA") was applicable was applicable to Plaintiff's employment by Defendants.

22. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor

1 and Workforce Development Agency (“LWDA”) for violations of the California Labor Code
2 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
3 on behalf of himself and other current or former employees pursuant to procedures outlined in
4 California Labor Code section 2699.3.

5 23. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
6 employee,” who is any person that was employed by the alleged violator and against whom the
7 alleged violations were committed.

8 24. Plaintiff was employed by one or more Defendants and, based on the joint-
9 employer allegations above, alleges that the Defendants employed and/or jointly employed
10 Plaintiff and other aggrieved employees within the meaning of PAGA and applicable wage-
11 and-hour laws. The alleged violations were committed against Plaintiff during his employment
12 and against other aggrieved employees during their employment, and Plaintiff and the other
13 employees are “aggrieved employees” as defined by California Labor Code section 2699(c) in
14 that they are all current or former employees of Defendants, and one or more of the alleged
15 violations were committed against them.

16 25. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
17 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
18 requirements have been met:

19 a. The aggrieved employee shall give written notice by online submission
20 (hereinafter, “Employee's Notice”) to the LWDA and by certified mail to
21 the employer of the specific provisions of the alleged California Labor
22 Code violations, including the facts and theories to support the alleged
23 violations.

24 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
25 employer and the aggrieved employee by certified mail that it does not
26 intend to investigate the alleged violation within sixty (60) calendar days
27 of the postmark date of the Employee’s Notice. Upon receipt of the
28 LWDA Notice, or if the LWDA Notice is not provided within sixty-five

(65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

26. On July 8, 2025, Plaintiff provided written notice by online submission to the LWDA and by certified mail to Defendants A & A READY MIXED CONCRETE, INC. and A & A CONCRETE SUPPLY, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On October 1, 2025, Plaintiff provided an amended notice by online submission to the LWDA and by certified mail to Defendants A & A READY MIXED CONCRETE, INC. and A & A CONCRETE SUPPLY, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On January 15, 2026, Plaintiff provided a second amended notice by online submission to the LWDA and by certified mail to Defendants A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., and ASSOCIATED READY MIXED CONCRETE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. On May 13, 2026, Plaintiff provided a third amended notice by online submission to the LWDA and by certified mail to Defendants A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., and ASSOCIATED READY MIXED CONCRETE, INC. of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of Plaintiff's notices. Plaintiff has not received any notice of Defendants' intention to cure the alleged violations identified in the notices. Plaintiff will submit an amended and/or supplemental written notice to the LWDA and Defendants, including A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., and CEMAK TRUCKING, INC., by certified mail before seeking approval of any PAGA settlement encompassing the additional noticed claims and entities, identifying

1 additional alleged violations, facts, theories, and/or entities implicated by the claims alleged
2 herein and the Parties' settlement.

3 27. Therefore, Plaintiff has satisfied, or will satisfy before seeking approval of any
4 PAGA settlement encompassing the additional noticed claims and entities, the administrative
5 prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against
6 Defendants for violations of California Labor Code sections 201, 202, 203, 204, 210, 218,
7 226(a), 226(b), 226(c), 226.7, 245-249, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197,
8 1197.1, 1198, 1198.5, 1720.9, 1770 *et seq.*, 2800 and 2802, and the applicable IWC Wage
9 Orders, including, *inter alia*, Wage Orders 1- 2001, 4-2001, 9-2001, and 16-2001.

10 **GENERAL ALLEGATIONS**

11 28. At all relevant times set forth herein, one or more Defendants employed, or
12 jointly employed, Plaintiff and other persons as hourly-paid or non-exempt employees within
13 the State of California, County of Sacramento.

14 29. One or more Defendants, directly and/or jointly and severally, employed
15 Plaintiff as an hourly-paid, non-exempt employee from approximately December 2021 to
16 approximately March 2025 in the State of California, including the County of Sacramento.

17 30. One or more Defendants hired Plaintiff and the other class members and
18 aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to,
19 *inter alia*, compensate them for all hours worked, and missed, late, short, and/or interrupted
20 meal periods and/or rest breaks.

21 31. One or more Defendants had the authority to hire and terminate Plaintiff and the
22 other class members and aggrieved employees, to set work rules and conditions governing
23 Plaintiff's and the other class members' and aggrieved employee's employment, and to
24 supervise their daily employment activities.

25 32. One or more Defendants exercised sufficient authority over the terms and
26 conditions of Plaintiff's and the other class members' and aggrieved employees' employment
27 for them to be joint employers of Plaintiff and the other class members and aggrieved
28 employees.

1 33. One or more Defendants directly or indirectly hired and paid wages and benefits
2 to Plaintiff and the other class members and aggrieved employees.

3 34. Defendants continue to employ hourly-paid or non-exempt employees within the
4 State of California.

5 35. Plaintiff and the other class members worked over eight (8) hours in a day and/or
6 forty (40) hours in a week during their employment with Defendants.

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
9 employees within the State of California. This pattern and practice involved, *inter alia*, failing
10 to pay them for all wages earned (including, *inter alia*, minimum, regular, and overtime wages),
11 failing to pay reporting-time pay required by the applicable IWC Wage Orders, and failing to
12 provide compliant meal periods and rest breaks and for missed, short, late, and/or interrupted
13 meal periods and rest breaks in violation of California law.

14 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to pay Plaintiff and the other class members and aggrieved employees applicable
16 prevailing wages for working time on concrete deliveries to covered public works jobs.

17 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 maintained policies or practices that failed to provide, permit the use of, and/or pay paid sick
19 leave required by California law, and interfered with or retaliated against Plaintiff and other
20 class members and aggrieved employees for using or attempting to use paid sick leave.

21 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knew or should have known that Plaintiffs and the other class members and aggrieved
23 employees were entitled to receive certain wages (including, *inter alia*, minimum, regular,
24 overtime, reporting time, and sick pay wages) and that they were not receiving all compensation
25 that was due to them, as a result of, *inter alia*, Defendants' requiring Plaintiff and the other
26 class members and aggrieved employees to perform work off-the-clock. Defendants' failure
27 includes, *inter alia*, failing to compensate Plaintiff and the other class members and aggrieved
28 employees for job duties performed before and/or after their scheduled shifts including, but not

1 limited to, tasks related to performing inspections and preparatory work, responding to
2 dispatch, completing paperwork, securing equipment, responding to work related
3 communications, and performing other regular rate of pay tasks/duties.

4 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 failed to use the non-discretionary, monetary and non-monetary shift differential/commission/
6 bonus/performance/incentive/per diem pay to calculate the regular rate of pay used to calculate
7 premium pay for the payment of overtime wages, meal premiums, and rest premiums, where
8 Plaintiff and the other class members and aggrieved employees earned non-discretionary,
9 monetary and non-monetary shift differential/commission/bonus/performance/incentive/per
10 diem pay and premium pay for overtime wages, meal premiums, and rest premiums in the same
11 workweek.

12 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 failed to provide Plaintiff and the other class members and aggrieved employees all required
14 rest and meal periods during the relevant time period as required under the Industrial Welfare
15 Commission (“IWC”) Wage Orders and thus they are entitled to any and all applicable premium
16 pay and penalties. Defendants’ failure included, *inter alia*, failing to provide uninterrupted ten
17 (10) minute rest periods and timely, uninterrupted thirty (30) minute meal periods to Plaintiff
18 and the other class members and aggrieved employees. Plaintiff and the other class members
19 and aggrieved employees were required to perform work during meal periods and rest periods.

20 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 failed to relieve Plaintiff and other class members of all duties, failed to relinquish control over
22 Plaintiff and the other class members’ and aggrieved employees’ activities, failed to permit
23 Plaintiff and other class members and aggrieved employees a reasonable opportunity to take, and
24 impeded or discouraged them from taking, thirty (30) minute uninterrupted meal breaks no later
25 than the end of their fifth hour of work for shifts lasting at least six (6) hours, and/or to take
26 second thirty (30) minute uninterrupted meal breaks no later than their tenth hour of work for
27 shifts lasting more than ten (10) hours.

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1 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Plaintiff and the other class members and aggrieved employees
3 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's
4 and the other class member's and aggrieved employee's regular rate of pay when a meal period
5 was missed, shortened, late, and/or interrupted and they did not receive all meal periods or
6 payment of one additional hour of pay at Plaintiff's and the other class member's and aggrieved
7 employee's regular rate of pay when a meal period was missed, shortened, late, and/or
8 interrupted.

9 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and the other class members and aggrieved employees
11 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's
12 and the other class member's and aggrieved employee's regular rate of pay when a rest period
13 was missed, shortened, late, and/or interrupted and they did not receive all rest periods or
14 payment of one additional hour of pay at Plaintiff's and the other class members' and aggrieved
15 employees' regular rate of pay when a rest period was missed, shortened, late, and/or
16 interrupted.

17 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and the other class members and aggrieved employees
19 were entitled to receive at least minimum wages for compensation and that they were not
20 receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum
21 wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours
22 Plaintiff and the other class members and aggrieved employees worked off-the-clock
23 performing work duties, Defendants' failing to pay reporting time pay, and Defendants' failing
24 to pay sick time pay.

25 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and the other class members and aggrieved employees
27 were entitled to pay equal to half the usual or scheduled day's work in an amount no less than
28 two (2) hours, nor more than four (4) hours, at the employee's regular rate of pay for each

1 workday in which Plaintiff and the other class members and aggrieved employees were required
2 to report to work and were furnished less than half the usual or scheduled day's work.

3 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 failed to use the earned commissions/non-discretionary bonuses/non-discretionary performance
5 pay/non-discretionary shift differentials/non-discretionary incentive pay to calculate the regular
6 rate of pay used to calculate the sick time pay for each day in which Plaintiff and the other class
7 members were entitled to sick time pay and failed accurately credit/accrue sick time pay based
8 for all hours worked by Plaintiff and the other class members.

9 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knew or should have known that Plaintiff and other class members were entitled to receive
11 reporting time wages and that they did not receive reporting time wages when they reported to
12 work and were provided less than two (2) hours of work and/or less than half their regularly
13 scheduled hours worked, on at least one occasion.

14 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knew or should have known that Plaintiff and the other class members and aggrieved employees
16 were entitled to receive all wages owed to them upon discharge or resignation, including earned
17 but unpaid minimum, regular, overtime, reporting time, sick time wages and meal and rest
18 period premiums, and they did not, in fact, receive all such compensation owed to them at the
19 time of their discharge or resignation.

20 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and the other class members and aggrieved employees
22 were entitled to receive all wages owed to them during their employment. Plaintiff and the
23 other class members and aggrieved employees did not receive payment of all wages, including
24 minimum, regular, overtime, reporting time, and sick time wages, and meal and rest period
25 premiums, within any time permissible under California Labor Code section 204.

26 51. Plaintiff is informed and believes, and based thereon alleges, that Plaintiffs and
27 the other class members and aggrieved employees were not provided with a day of rest as
28 required by California Labor Code sections 551 and 552, because they regularly worked in

1 excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during
2 workweeks in which they were required to work in excess of six (6) days, without accumulating
3 or being provided the opportunity to take at least one (1) day of rest, and when they accumulated
4 days of rest, they were not actually provided the opportunity to take the equivalent of one (1)
5 day's rest in seven (7) during each calendar month.

6 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knew or should have known that Plaintiff and the other class members and aggrieved employees
8 were entitled to receive complete and accurate wage statements in accordance with California
9 law, but, in fact, they did not receive complete and accurate wage statements from Defendants.
10 The deficiencies included, *inter alia*, the failure to include the accurate total number of hours
11 worked and the accurate net and gross wages actually earned by Plaintiff and the other class
12 members and aggrieved employees, including for work performed off-the-clock, the failure to
13 include premium wages and all meal and rest premiums owed, the failure to include accurate
14 rates of pay at which Plaintiff and the class members and aggrieved employees were supposed
15 to be paid, and the failure to accurately list the legal entity that is the employer.

16 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knew or should have known that Defendants had to keep complete and accurate payroll records
18 for Plaintiff and the other class members and aggrieved employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records. The deficiencies
20 include, *inter alia*, the failure to include the actual number of hours worked by, and/or other
21 compensation due to, Plaintiff and the other class members and aggrieved employees, including
22 work required to be performed off-the-clock and as a result of Defendants' requiring employees
23 to report to work and failing to pay reporting time pay and failing to pay sick time pay.

24 54. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knew or should have known that Plaintiff and the other class members and aggrieved employees
26 were entitled to reimbursement for necessary business-related expenses. Such expenses
27 included, but are not limited to, the use of personal phones for business-related purposes, the
28 purchasing and maintenance of clothing in compliance with company policy, the use of

1 personal vehicles for business-related purposes, the purchasing and maintenance of specialty
2 footwear in compliance with company policy, and the purchasing of tools, supplies, and/or
3 equipment for business-related purposes.

4 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and the other class members and aggrieved employees
6 were entitled paid sick leave.

7 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 failed to properly pay the regular rate of pay when calculating employees' sick time pay.
9 Instead, Defendants paid Plaintiff and other class members and aggrieved employees at their
10 base rates of pay for sick time pay earned, in violation of California law.

11 57. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that they had a duty to compensate Plaintiff and the other class
13 members and aggrieved employees pursuant to California law, and that Defendants had the
14 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
15 do so, and falsely represented to Plaintiff and the other class members and aggrieved employees
16 that they were properly denied wages, all in order to increase Defendants' profits.

17 58. During the relevant time period, Defendants failed to pay overtime wages to
18 Plaintiff and the other class members and aggrieved employees for all overtime hours worked.
19 Plaintiff and the other class members and aggrieved employees were required to work more
20 than eight (8) hours per day and/or forty (40) hours per week without overtime compensation
21 for all overtime hours worked.

22 59. During the relevant time period, Defendants failed to use the shift differential
23 pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate
24 the regular rate of pay used to calculate the overtime rate for the payment of overtime wages
25 where Plaintiff and the other class members and aggrieved employees earned shift differential
26 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime
27 wages in the same workweek.

28 ///

1 60. During the relevant time period, Defendants failed to provide all requisite
2 uninterrupted meal and rest periods to Plaintiff and the other class members and aggrieved
3 employees.

4 61. During the relevant time period, Defendants failed to pay Plaintiff and the other
5 class members and aggrieved employees minimum wages and all compensation earned (e.g.,
6 by failing to pay reporting time pay, sick time pay, and meal and rest period premiums).

7 62. During the relevant time period, Defendants failed to use the earned
8 commissions/non-discretionary bonuses/non-discretionary performance pay/non-discretionary
9 shift differentials/non-discretionary incentive pay to calculate the regular rate of pay used to
10 calculate the sick time pay for each day in which Plaintiff and the other class members were
11 entitled to sick time pay and failed accurately credit/accrue sick time pay based for all hours
12 worked by Plaintiff and the other class members.

13 63. During the relevant time period, Defendants failed to pay Plaintiff and the other
14 class members and aggrieved employees all wages owed to them upon discharge or resignation.

15 64. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 class members and aggrieved employees all wages within any time permissible under California
17 law, including, *inter alia*, California Labor Code section 204.

18 65. During the relevant time period, Defendants required Plaintiff and the other class
19 members and aggrieved employees to report to work without putting them to work and paying
20 them the requisite reporting time pay. Namely, during the relevant time period, Defendants failed
21 to pay Plaintiff and other class members and aggrieved employees half the usual or scheduled
22 day's work in an amount no less than two (2) hours at the employee's regular rate of pay for
23 workdays in which Plaintiff and the other aggrieved employees reported to work and were
24 furnished less than half the usual or scheduled day's work, and Defendants failed to pay Plaintiff
25 and other class members and aggrieved employees for two (2) hours at the employee's regular
26 rate of pay on days in which Plaintiff and other class members and aggrieved employees were
27 required to report for work a second time in one workday and were furnished less than two (2)
28 hours of work upon the second reporting.

66. During the relevant time period, Defendants failed to provide complete or accurate wage statements to Plaintiff and the other class members and aggrieved employees.

67. During the relevant time period, Defendants failed to keep complete or accurate payroll records for Plaintiff and the other class members and aggrieved employees.

68. During the relevant time period, Defendants failed to reimburse Plaintiff and the other class members and aggrieved employees for all necessary business-related expenses and costs.

69. During the relevant time period, Defendants failed to properly compensate Plaintiff and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

70. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

71. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 70, and each and every part thereof with the same force and effect as though fully set forth herein.

72. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one-and-one-half times (1.5x) or two times (2x) that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

73. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and the other class members employed by Defendants who worked more than eight (8) hours in a day and/or forty (40) hours in a workweek at the rate of

1 one-and-one-half times (1.5x) all hours worked in excess of eight (8) hours in a day or forty
2 (40) hours in a workweek.

3 74. The applicable IWC Wage Order further provides that Defendants are and were
4 required to pay Plaintiff and the other class members overtime compensation at a rate of two
5 times (2x) their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

6 75. California Labor Code section 510 codifies the right to overtime compensation
7 at one-and-one-half times (1.5x) the regular hourly rate for hours worked in excess of eight (8)
8 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
9 day of work, and to overtime compensation at twice the regular hourly rate for hours worked
10 in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh
11 day of work.

12 76. During the relevant time period, Plaintiff and the other class members worked in
13 excess of eight (8) hours in a day and/or forty (40) hours in a week, including performing work
14 duties off-the-clock at the direction of Defendants, including, but not limited to, tasks related
15 to performing inspections and preparatory work, responding to dispatch, completing
16 paperwork, securing equipment, responding to work related communications, and performing
17 other regular rate of pay tasks/duties.

18 77. During the relevant time period, Defendants failed to use earned commissions/
19 non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift
20 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to
21 calculate the overtime rate for the payment of overtime wages where Plaintiff and the other
22 class members earned commissions/non-discretionary bonuses/non-discretionary performance
23 pay/non-discretionary shift differentials/non-discretionary incentive pay and overtime wages
24 in the same workweek.

25 78. During the relevant time period, Defendants intentionally and willfully failed to
26 pay overtime wages owed to Plaintiff and the other class members, including as a result of
27 failing to properly calculate the regular rate of pay.

28 ///

79. Defendants' failure to pay Plaintiff and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

80. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

81. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

82. At all relevant times, the IWC Wage Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff's and the other class members' employment by Defendants.

83. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by the applicable IWC Wage Order.

84. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

85. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause, or permit an employee

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

6 86. During the relevant time period, Plaintiff and the other class members, who were
7 scheduled to work no longer than six (6) hours and did not waive their legally-mandated meal
8 periods by mutual consent, were required to work for more than five (5) hours without an
9 uninterrupted meal period of not less than thirty (30) minutes.

10 87. During the relevant time period, Plaintiff and the other class members, who were
11 scheduled to work for a period of time in excess of six (6) hours, were required to work more
12 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

13 88. During the relevant time period, Plaintiff and the other class members' meal
14 periods were missed, shortened, taken late, and/or were interrupted because Defendants
15 required them to continue working due to operational demands.

16 89. As a result, Defendants failed to relieve Plaintiff and the other class members of
17 all duties, failed to relinquish control over Plaintiff and the other class members' activities,
18 failed to permit Plaintiff and the other class members a reasonable opportunity to take, and
19 impeded or discouraged them from taking thirty (30) minute uninterrupted meal periods no
20 later than the end of their fifth hour of work for shifts lasting more than five (5) hours, and/or
21 to take second thirty (30) minute uninterrupted meal periods no later than their tenth hour of
22 work for shifts lasting more than ten (10) hours.

23 90. During the relevant time period, Defendants intentionally and willfully required
24 Plaintiff and the other class members to work during meal periods and failed to compensate
25 them the full meal period premium for work performed during meal periods.

26 91. During the relevant time period, Defendants failed to pay Plaintiff and the other
27 class members the full meal period premium due pursuant to California Labor Code section
28 226.7.

92. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

93. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular rate of compensation for each work day that a meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

94. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 93, and each and every part thereof with the same force and effect as though fully set forth herein.

95. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

96. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by the applicable IWC Wage Order.

97. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable, shall be in the middle of each work period” and that the “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” unless the total daily work time is less than three and one-half (3 ½) hours.

98. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute

1 net rest period per each four (4) hour period worked.

2 99. 76. During the relevant time period, Plaintiff and the other class members'
3 rest periods were missed, shortened, late, and/or interrupted because Defendants required them
4 to continue working due to operational demands, and Defendants failed to authorize or permit
5 Plaintiff and the other class members or failed to relinquish control over Plaintiff and the other
6 class members' activities in order to take full, uninterrupted, off-duty rest periods for every
7 shift lasting three and one-half (3½) to six (6) hours and/or two full, uninterrupted, off-duty
8 rest periods for every shift lasting six (6) to ten (10) hours, and/or three full, uninterrupted, off-
9 duty rest periods for every shift lasting ten (10) to fourteen (14) hours and failed to make a
10 good faith effort to authorize, permit, and provide such rest breaks in the middle of each work
11 period.

12 100. During the relevant time period, Defendants willfully required Plaintiff and the
13 other class members to work during rest periods and failed to pay Plaintiff and the other class
14 members the full rest period premium for work performed during rest periods. For example,
15 throughout their employment with Defendants, although Plaintiff was not authorized and
16 permitted to take full, uninterrupted, off-duty rest periods for each four hours worked, or major
17 fraction thereof, they were not provided with rest period premium payments.

18 101. During the relevant time period, Defendants failed to use earned commissions/
19 non-discretionary bonuses/non-discretionary performance pay/non-discretionary shift
20 differentials/non-discretionary incentive pay to calculate the regular rate of pay used to
21 calculate the premium for a missed, late, short, or interrupted rest period where Plaintiff's and
22 the other class members' rest periods were missed, late, short, or interrupted.

23 102. During the relevant time period, Defendants failed to pay Plaintiff and the other
24 class members the full rest period premium due pursuant to California Labor Code section
25 226.7.

26 103. Defendants' conduct violates applicable IWC Wage Orders and California Labor
27 Code section 226.7.

28 ///

104. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that a rest period was not provided.

FOURTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 1194, 1197, 1197.1, 1720.9, and 1770, *et seq.*)
(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)**

105. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104, and each and every part thereof with the same force and effect as though fully set forth herein.

106. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that employees must be paid at least minimum wage, and any lesser payment than the fixed minimum is unlawful.

107. California Labor Code sections 1720.9 and 1770, *et seq.* require payment of applicable prevailing wages for covered work performed in connection with public works jobs.

108. During the relevant time period, Defendants failed to pay wages, including, *inter alia*, minimum wages, regular wages, overtime wages, meal and rest premiums, and reporting time pay, to Plaintiff and the other class members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1. Defendants' failure to pay wages included, *inter alia*, Defendants' effective payment of zero dollars per hour for hours Plaintiffs and the other class members worked off-the-clock performing work duties, including, but not limited to, tasks related to performing inspections and preparatory work, responding to dispatch, completing paperwork, securing equipment, responding to work related communications, and performing other regular rate of pay tasks/duties, and Defendants' failing to pay reporting time wages. Plaintiff spent time performing work duties off-the-clock throughout their employment with Defendants.

1 for the same employer for 30 or more days within a year from the commencement of employment.

2 116. Labor Code section 246(b) provides that “[a]n employee shall accrue paid sick
3 days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the
4 commencement of employment or the operative date of this article, whichever is later, subject to
5 the use and accrual limitations set forth in this section” and employees classified as “exempt” are
6 “deemed to work forty (40) hours per workweek for the purposes of this section , unless the
7 employee’s normal workweek is less than forty (40) hours, in which case the employee shall
8 accrue paid sick leave based on that normal workweek[.]”

9 117. Labor Code section 246(b) provides: “[a]n employer may use a different accrual
10 method, other than providing one hour per every 30 hours worked, provided that the accrual is
11 on a regular basis so that an employee has no less than 24 hours of accrued sick leave or paid
12 time off by the 120th calendar day of employment or each calendar year, or in each 12-month
13 period” or “ [a]n employer may satisfy the accrual requirements of this section by providing not
14 less than 24 hours or three days of paid sick leave that is available to the employee to use by the
15 completion of the employee’s 120th calendar day of employment.”

16 118. Labor Code section 246(l) provides that the employer shall calculate and pay paid
17 sick leave by using one of the following calculations: “[p]aid sick time for nonexempt employees
18 shall be calculated in the same manner as the regular rate of pay for the workweek in which the
19 employee uses paid sick time, whether or not the employee actually works overtime in that
20 workweek[.]” “[p]aid sick time for nonexempt employees shall be calculated by dividing the
21 employee’s total wages, not including overtime premium pay, by the employee’s total hours
22 worked in the full pay periods of the prior 90 days of employment[.]” or “[p]aid sick time for
23 exempt employees shall be calculated in the same manner as the employer calculates wages for
24 other forms of paid leave time.”

25 119. Defendants failed to use the earned commissions/non-discretionary bonuses/non-
26 discretionary performance pay/non-discretionary shift differentials/non-discretionary incentive
27 pay to calculate the regular rate of pay used to calculate the sick time pay for each day in which
28 Plaintiff and the other class members were entitled to sick time pay.

120. Defendants failed to accurately record time worked and thus accurately credit/accrue sick time pay, failed to timely pay sick time pay, and/or failed to correctly calculate and pay sick time pay, to Plaintiff and other class members and aggrieved employees, in violation of Labor Code sections 227.3 and 245 *et seq.*, resulting in underpayment of wages in violation of Labor Code sections 201, 202, and 203.

121. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code sections 245 through 249.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

122. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 121, and each and every part thereof with the same force and effect as though fully set forth herein.

123. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

124. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their earned and unpaid wages within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff and other class members were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, unpaid wages for time worked off-the-clock to perform work duties, unpaid reporting time pay, unpaid sick time pay,

1 and unpaid meal and rest period premium payments.

2 125. Defendants' failure to pay Plaintiff and the other class members their earned and
3 unpaid wages within seventy-two (72) hours of their leaving Defendants' employ is in violation
4 of California Labor Code sections 201 and 202.

5 126. California Labor Code section 203 provides that if an employer willfully fails to
6 pay wages owed in accordance with sections 201 and 202, then the wages of the employee shall
7 continue as a penalty from the due date thereof at the same rate until paid or until an action is
8 commenced; however, the wages shall not continue for more than thirty (30) days.

9 127. Plaintiff and the other class members are entitled to recover from Defendants the
10 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum
11 pursuant to California Labor Code section 203.

12 **SEVENTH CAUSE OF ACTION**

13 **(Violation of California Labor Code §§ 204, 210, and 218)**

14 **(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY,**
15 **INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING,**
16 **INC., and DOES 1 through 100)**

17 128. Plaintiff incorporates by reference the allegations contained in paragraphs 1
18 through 127, and each and every part thereof with the same force and effect as though fully set
19 forth herein.

20 129. At all times herein set forth, California Labor Code section 204 provides that all
21 wages earned by any person in any employment between the first and fifteenth day, inclusive,
22 of any calendar month, other than those wages due upon termination of an employee, are due
23 and payable between the sixteenth and twenty-sixth day of the month during which the labor
24 was performed.

25 130. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the sixteenth and the last day,
27 inclusive, of any calendar month, other than those wages due upon termination of an employee,
28 are due and payable between the first and tenth day of the following month.

131. At all times herein set forth, California Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

132. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members all wages due to them within any time period permissible under California Labor Code section 204.

133. Plaintiff and the other class members are entitled to recover all remedies available for violations of California Labor Code section 204.

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 226(a))

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

134. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 133, and each and every part thereof with the same force and effect as though fully set forth herein.

135. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated with the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the

1 employer for at least three years at the place of employment or at a central location within the
2 State of California.

3 136. Defendants have intentionally and willfully failed to provide Plaintiff and the
4 other class members with complete and accurate wage statements. The deficiencies include,
5 but are not limited to: the failure to include the total number of hours worked by Plaintiff and
6 the other class members, failure to include all wages due for reporting time pay, failure to list
7 the correct overtime rates, and failure to list all meal and rest premiums owed. As the employer
8 willfully requiring employees to report to work (and not putting them to work) and requiring
9 employees to perform work off-the-clock, and failing to provide, authorize, and/or permit
10 compliant meal and rest periods or to pay all premium wages owed for such failure, Defendants
11 had the information necessary to provide wage statements that accurately reflected the total
12 number of hours actually worked and the actual gross and net wages earned, yet failed to do so
13 on a systematic basis and instead provided wage statements that did not reflect the time worked
14 or all wages and other compensation earned.

15 137. As a result of Defendants' violation of California Labor Code section 226(a),
16 Plaintiff and the other class members have suffered injury and damage to their statutorily-
17 protected rights.

18 138. More specifically, Plaintiff and the other class members have been injured by
19 Defendants' intentional and willful violation of California Labor Code section 226(a) because
20 they were denied both their legal right to receive, and their protected interest in receiving,
21 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

22 139. Plaintiff and the other class members are entitled to recover from Defendants the
23 greater of their actual damages caused by Defendants' failure to comply with California Labor
24 Code section 226(a) or an aggregate penalty not exceeding \$4,000 per employee.

25 140. Plaintiff and the other class members are also entitled to injunctive relief to
26 ensure compliance with this section pursuant to California Labor Code section 226(h).

27 **NINTH CAUSE OF ACTION**

28 **(Violation of California Labor Code § 1174(d))**

1 **(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY,**
2 **INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING,**
3 **INC., and DOES 1 through 100)**

4 141. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 140, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 142. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a
8 central location in the state or at the plants or establishments at which employees are employed,
9 payroll records showing the hours worked daily by and the wages paid to, and the number of
10 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
11 respective plants or establishments. These records shall be kept in accordance with rules
12 established for this purpose by the commission, but in any case shall be kept on file for not less
13 than two years.

14 143. Defendants have intentionally and willfully failed to keep accurate and complete
15 payroll records, showing the daily hours worked and the wages paid to Plaintiff and the other
16 class members.

17 144. As a result of Defendants' violation of California Labor Code section 1174(d),
18 Plaintiff and the other class members have suffered injury and damage to their statutorily-
19 protected rights.

20 145. More specifically, Plaintiff and the other class members have been injured by
21 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
22 they were denied both their legal right and protected interest in having available, accurate, and
23 complete payroll records pursuant to California Labor Code section 1174(d).

24 **TENTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 2800 and 2802)**

26 **(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY,**
27 **INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING,**
28 **INC., and DOES 1 through 100)**

146. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 145, and each and every part thereof with the same force and effect as though fully set forth herein.

147. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

148. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the use of personal phones for business-related purposes, the purchasing and maintenance of clothing in compliance with company policy, the use of personal vehicles for business-related purposes, the purchasing and maintenance of specialty footwear in compliance with company policy, and the purchasing of tools, supplies, and/or equipment for business-related purposes.

149. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs.

150. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 226(b), 226(c), and 1198.5)

(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY, INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC., and DOES 1 through 100)

151. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 150, and each and every part thereof with the same force and effect as though fully set forth herein.

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1 152. At all material times set forth herein, California Labor Code section 226(b)
2 provides that every employer shall afford current and former employees the right to inspect or
3 receive a copy of records pertaining to their employment, upon reasonable request to the
4 employer.

5 153. At all material times set forth herein, California Labor Code section 226(c)
6 provides that every employer who receives a written or oral request to inspect or receive a copy
7 of records pursuant to California Labor Code section 226(b) shall comply with the request as
8 soon as practicable, but no later than 21 calendar days from the date of the request.

9 154. At all material times set forth herein, California Labor Code section 1198.5
10 provides, *inter alia*, that every current and former employee, or their representative, has the
11 right to inspect and receive a copy of the personnel records that the employer maintains relating
12 to the employee's performance, including education or training records, or to any grievance
13 concerning the employee.

14 155. On or about June 30, 2025, Plaintiff made a written request to Defendants
15 pursuant to California Labor Code sections 226 and 1198.5 for copies of Plaintiff's employee
16 personnel file, pay stubs, wage statements, time records, business-related expense
17 reimbursement records, and all other employment-related records.

18 156. Defendants failed to timely produce the requested personnel files, wage
19 statements, and payroll records within 21 calendar days as required by California Labor Code
20 sections 226(c) and 1198.5.

21 157. On or about July 24, 2025, Plaintiff sent a follow-up letter demanding
22 compliance with the records request, advising Defendants that they had violated Labor Code
23 section 1198.5 by refusing to comply with and ignoring Plaintiff's request.

24 158. As a result of Defendants' intentional and willful violation of California Labor
25 Code sections 226(b), 226(c), and 1198.5, Plaintiff and the other class members have suffered
26 injury and damage to their statutorily-protected rights.

27 159. More specifically, Plaintiff and the other class members have been injured by
28 Defendants' intentional and willful violation of California Labor Code sections 226(b), 226(c),

1 and 1198.5 because they were denied both their legal right to receive, and their protected
2 interest in receiving, complete and accurate employment records.

3 160. Plaintiff and other class members are entitled to recover from Defendants seven-
4 hundred-fifty-dollar (\$750) penalty as well as costs and reasonable attorney's fees pursuant to
5 California Labor Code section 226(f).

6 161. Plaintiff and the other class members are also entitled to injunctive relief to
7 ensure compliance with this section pursuant to California Labor Code section 226(h).

8 **TWELFTH CAUSE OF ACTION**

9 **(Violation of California Business & Professions Code § 17200, et seq.)**

10 **(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY,**
11 **INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING,**
12 **INC., and DOES 1 through 100)**

13 162. Plaintiff incorporates by reference the allegations contained in paragraphs 1
14 through 161, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 163. Defendants' conduct, as alleged herein, has been and continues to be unfair,
17 unlawful, and harmful to Plaintiff, other class members, to the general public, and Defendants'
18 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public
19 interest within the meaning of Code of Civil Procedure section 1021.5.

20 164. Defendants' activities as alleged herein are violations of California law and
21 constitute unlawful business acts and practices in violation of California Business &
22 Professions Code section 17200, et seq.

23 165. A violation of California Business & Professions Code section 17200, et seq.
24 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
25 policies and practices of requiring employees, including Plaintiff and the other class members,
26 to work overtime without paying them proper compensation violate California Labor Code
27 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
28 employees, including Plaintiff and the other class members, to work through their meal and rest

1 periods without paying them proper compensation violate California Labor Code sections 226.7
2 and 512(a). Defendants' policies and practices of failing to pay wages (including, *inter alia*,
3 regular, overtime, and reporting time wages) required by the law violate California Labor Code
4 sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and practices of failing to
5 timely pay wages to Plaintiff and the other class members violate California Labor Code
6 sections 201, 202, 204, 210, and 218. Defendants also violated California Labor Code sections
7 226(a), 226(b), 226(c), 1174(d), 1198.5, 2800, and 2802. Defendants also violated the
8 applicable IWC Wage Orders by failing to pay required reporting-time pay, as well as
9 California Labor Code sections 245 through 249, 1720.9, and 1770, *et seq.*, by failing to
10 provide, permit the use of, and pay paid sick leave, interfering with or retaliating against
11 employees for using or attempting to use paid sick leave, and failing to pay applicable
12 prevailing wages.

13 166. As a result of the herein described violations of California law, Defendants
14 unlawfully gained an unfair advantage over other businesses.

15 167. Plaintiff and the other class members have been personally injured by
16 Defendants' unlawful business acts and practices as alleged herein, including but not
17 necessarily limited to the loss of money and/or property.

18 168. Pursuant to California Business & Professions Code section 17200, *et seq.*,
19 Plaintiff and the other class members are entitled to restitution of the wages withheld and
20 retained by Defendants during a period that commences May 8, 2020, an award of attorneys'
21 fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws,
22 and an award of costs.

23 **THIRTEENTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 2698, *et seq.*)**

25 **(Against A & A READY MIXED CONCRETE, INC., A & A CONCRETE SUPPLY,**
26 **INC., ASSOCIATED READY MIXED CONCRETE, INC., CEMAK TRUCKING, INC.,**
27 **and DOES 1 through 100)**

28 169. Plaintiff incorporates by reference the allegations contained in paragraphs 1

1 through 168, and each and every part thereof with the same force and effect as though fully set
2 forth herein.

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

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

12 172. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
13 employees” as defined by California Labor Code section 2699(c) in that they are all current or
14 former employees of Defendants, and the alleged violations were committed against them.

15 **Failure to Pay Overtime**

16 173. Defendants’ failure to pay legally required overtime wages to Plaintiff and the
17 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation
18 of California Labor Code sections 510 and 1198.

19 **Failure to Provide Meal Periods**

20 174. Defendants’ failure to provide legally required meal periods to Plaintiff and the
21 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation
22 of California Labor Code sections 226.7 and 512(a).

23 **Failure to Provide Rest Periods**

24 175. Defendants’ failure to provide legally required rest periods to Plaintiff and the
25 other aggrieved employees is in violation of the IWC Wage Orders and constitutes a violation
26 of California Labor Code section 226.7.

27 **Failure to Pay Wages (Including, *Inter Alia*, Minimum Wages)**

28 176. Defendants’ failure to pay wages (including regular, minimum, overtime, sick

1 time, and reporting time wages) and all compensation due to Plaintiff and the other aggrieved
2 employees is in violation of the IWC Wage Orders and constitutes a violation of California
3 Labor Code sections 1194, 1197 and 1197.1.

4 **Failure to Timely Pay Wages Upon Termination**

5 177. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
6 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes
7 a violation of California Labor Code sections 201 and 202.

8 **Failure to Timely Pay Wages During Employment**

9 178. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved
10 employees during employment in accordance with Labor Code section 204 constitutes a
11 violation of California Labor Code section 204.

12 **Failure to Provide Complete and Accurate Wage Statements**

13 179. Defendants' failure to provide complete and accurate wage statements to
14 Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a)
15 constitutes a violation of California Labor Code section 226(a).

16 **Failure to Keep Complete and Accurate Payroll Records**

17 180. Defendants' failure to keep complete and accurate payroll records relating to
18 Plaintiff and the other aggrieved employees in accordance with California Labor Code section
19 1174(d) constitutes a violation of California Labor Code section 1174(d).

20 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

21 181. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for
22 necessary business-related expenses and costs in accordance with California Labor Code
23 sections 2800 and 2802 and IWC Wage Orders constitutes a violation of California Labor Code
24 sections 2800 and 2802 and IWC Wage Orders.

25 **Failure to Timely Produce Employment Records**

26 182. Defendants' failure to timely produce personnel files, wage statements, and
27 payroll records to Plaintiff and the other aggrieved employees within twenty-one (21) calendar
28 days following written requests in accordance with California Labor Code sections 226(b),

226(c), and 1198.5 constitutes a violation of California Labor Code sections 226(b), 226(c), and 1198.5.

Failure to Pay All Hours Worked

183. Defendants' failure to pay all wages owed to Plaintiff and the other aggrieved employees twice per month in accordance with Labor Code section 204(a), including but not limited to unpaid overtime wages, meal and rest period premiums, and off-the-clock wages, constitutes a violation of California Labor Code sections 210 and 218.

Failure to Pay Reporting Time Pay

184. Defendants' failure to pay reporting-time pay required by the applicable IWC Wage Orders constitutes a violation of the applicable IWC Wage Orders and California Labor Code section 1198.

Failure to Pay Prevailing Wages

185. Defendants' failure to pay applicable prevailing wages to Plaintiff and the other aggrieved employees for covered work performed in connection with public works jobs constitutes a violation of California Labor Code sections 1720.9 and 1770, *et seq.*

Failure to Provide Paid Sick Leave

186. Defendants' failure to provide, permit the use of, and/or pay paid sick leave to Plaintiff and the other aggrieved employees, including but not limited to failing to provide paid sick leave at all, improperly calculating sick leave accrual and the sick leave rate of pay owed to Plaintiff and the other aggrieved employees, and failing to provide Plaintiff and the other aggrieved employees with notice of the paid sick time available to them, constitutes a violation of California Labor Code sections 245 through 249, *et seq.*

Failure to Provide a Day of Rest

187. Defendants' failure to provide a day of rest as required by California Labor Code sections 551 and 552, as alleged above, constitutes a violation of California Labor Code sections 551 and 552.

188. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each

1 of them, business expenses, unpaid and/or untimely wages according to proof, interest,
2 attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all
3 statutory penalties against Defendants and each of them, including but not limited to:

- 4 a. Penalties under California Labor Code section 2699(f) in the amount of
5 one hundred dollars (\$100) for each aggrieved employee per pay period or
6 two hundred dollars (\$200) for each aggrieved employee per pay period
7 for each violation where there has been a prior finding or determination
8 that Defendants' policies or practices were unlawful or where Defendants'
9 conduct was malicious, fraudulent, or oppressive;
- 10 b. Penalties under California Code of Regulations Title 8 section 11010, et
11 seq. in the amount of fifty dollars (\$50) for each aggrieved employee per
12 pay period for the initial violation, and one hundred dollars (\$100) for each
13 aggrieved employee per pay period for each subsequent violation;
- 14 c. Penalties under California Labor Code section 210 in addition to, and
15 entirely independent and apart from, any other penalty provided in the
16 California Labor Code in the amount of one hundred dollars (\$100) for
17 each aggrieved employee per pay period for the initial violation and two
18 hundred dollars (\$200) for each aggrieved employee per pay period for
19 each subsequent violation;
- 20 d. Penalties under California Labor Code section 1198.5 in the amount of
21 seven hundred fifty dollars (\$750) for each aggrieved employee for failure
22 to timely provide personnel records following written request; and
- 23 e. Any and all additional penalties and sums as provided by the California
24 Labor Code and/or other statutes.

25 189. Pursuant to California Labor Code section 2699(m), civil penalties recovered by
26 aggrieved employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for
27 the enforcement of labor laws and education of employers and employees about their rights and
28 responsibilities and thirty-five percent (35%) to the aggrieved employees.

1 190. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and
2 costs pursuant to California Labor Code sections 210, 218.5, 2699, and any other applicable
3 statute.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff, individually, and on behalf of other members of the general public similarly
6 situated and on behalf of other aggrieved employees pursuant to the California Private Attorney
7 General Act, requests a trial by jury.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, individually, and on behalf of all other members of the general
10 public similarly situated and on behalf of other aggrieved employees pursuant to the California
11 Private Attorney General Act, prays for relief and judgment against Defendants, jointly and
12 severally, as follows:

13 **Class Certification**

14 191. That this action be certified as a class action;

15 192. That Plaintiff be appointed as the representative of the Class;

16 193. That counsel for Plaintiff be appointed as Class Counsel; and

17 194. That Defendants provide to Class Counsel immediately the names and most
18 current/last known contact information (address, e-mail, and telephone numbers) of all class
19 members.

20 **As to the First Cause of Action**

21 195. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
23 all overtime wages due to Plaintiff and the other class members;

24 196. For general unpaid wages at overtime wage rates and such general and special
25 damages as may be appropriate;

26 197. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due;

28 198. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Labor Code section 1194;

2 199. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
3 (k); and

4 200. For such other and further relief as the Court may deem just and proper.

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

6 201. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
8 provide all meal periods (including second meal periods) to Plaintiff and the other class
9 members;

10 202. That the Court make an award to Plaintiff and the other class members of one (1)
11 hour of pay at each employee's regular rate of compensation for each workday that a meal
12 period was not provided;

13 203. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 204. For premium wages pursuant to California Labor Code section 226.7(c);

16 205. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due;

18 206. For reasonable attorneys' fees and costs of suit incurred herein;

19 207. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
20 (k); and

21 208. For such other and further relief as the Court may deem just and proper.

22 **As to the Third Cause of Action**

23 209. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
25 rest periods to Plaintiff and the other class members;

26 210. That the Court make an award to Plaintiff and the other class members of one (1)
27 hour of pay at each employee's regular rate of compensation for each workday that a rest period
28 was not provided;

1 211. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 212. For premium wages pursuant to California Labor Code section 226.7(c);

4 213. For pre-judgment interest on any unpaid wages from the date such amounts were
5 due;

6 214. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
7 (k); and

8 215. For such other and further relief as the Court may deem just and proper.

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

10 216. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code sections 1194, 1197, and 1197.1, 1720.9, and 1770, *et seq.*, by willfully failing to
12 pay minimum and applicable prevailing wages to Plaintiff and the other class members;

13 217. For general unpaid minimum and prevailing wages and such general and special
14 damages as may be appropriate;

15 218. For statutory wage penalties pursuant to California Labor Code section 1197.1
16 for Plaintiff and the other class members in the amount as may be established according to
17 proof at trial;

18 219. For pre-judgment interest on any unpaid compensation from the date such
19 amounts were due;

20 220. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Labor Code section 1194(a);

22 221. For liquidated damages pursuant to California Labor Code section 1194.2;

23 222. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
24 (k); and

25 223. For such other and further relief as the Court may deem just and proper.

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

27 224. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 245 through 249 by failing to provide paid sick leave.

1 225. For all actual, consequential, and incidental losses and damages, according to
2 proof;

3 226. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due; and

5 227. For such other and further relief as the Court may deem just and proper.

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

7 228. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiff and the other class members no longer
10 employed by Defendants;

11 229. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 230. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiff and the other class members who have left Defendants' employ;

15 231. For pre-judgment interest on any unpaid compensation from the date such
16 amounts were due;

17 232. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
18 (k); and

19 233. For such other and further relief as the Court may deem just and proper.

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

21 234. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code section 204 by willfully failing to pay all compensation owed at the time required
23 by California Labor Code section 204 to Plaintiff and the other class members;

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

26 236. For pre-judgment interest on any unpaid compensation from the date such
27 amounts were due;

28 237. For statutory penalties pursuant to California Labor Code section 210;

1 238. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
2 (k); and

3 239. For such other and further relief as the Court may deem just and proper.

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

5 240. That the Court declare, adjudge, and decree that Defendants violated the record
6 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders
7 as to Plaintiff and the other class members, and willfully failed to provide accurate itemized
8 wage statements thereto;

9 241. For actual, consequential, and incidental losses and damages, according to
10 proof;

11 242. For statutory penalties pursuant to California Labor Code section 226(e);

12 243. For injunctive relief to ensure compliance with this section pursuant to
13 California Labor Code section 226(h);

14 244. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
15 (k); and

16 245. For such other and further relief as the Court may deem just and proper.

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

18 246. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records
20 for Plaintiff and the other class members as required by California Labor Code section 1174(d);

21 247. For actual, consequential, and incidental losses and damages, according to proof;

22 248. For statutory penalties pursuant to California Labor Code section 1174.5;

23 249. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
24 (k); and

25 250. For such other and further relief as the Court may deem just and proper.

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

27 251. That the Court declare, adjudge, and decree that Defendants violated California
28 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other

1 class members for all necessary business-related expenses as required by California Labor Code
2 sections 2800 and 2802;

3 252. For actual, consequential, and incidental losses and damages, according to proof;

4 253. For the imposition of civil penalties and/or statutory penalties;

5 254. For reasonable attorneys' fees and costs of suit incurred herein;

6 255. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and
7 (k); and

8 256. For such other and further relief as the Court may deem just and proper.

9 **As to the Eleventh Cause of Action**

10 257. That the Court declare, adjudge and decree that Defendants violated California
11 Labor Code sections 226(b), 226(c), and 1198.5 by willfully failing to timely produce personnel
12 files, wage statements, and payroll records to Plaintiff and the other class members within
13 twenty-one (21) calendar days following written requests as required by California Labor Code
14 sections 226(b), 226(c), and 1198.5;

15 258. For actual, consequential and incidental losses and damages, according to proof;

16 259. For statutory penalties pursuant to California Labor Code section 1198.5 in the
17 amount of seven hundred fifty dollars (\$750) for each aggrieved employee;

18 260. For reasonable attorneys' fees and costs of suit incurred herein;

19 261. For injunctive relief to ensure compliance with California Labor Code sections
20 226(b), 226(c), and 1198.5; and

21 262. For such other and further relief as the Court may deem just and proper.

22 **As to the Twelfth Cause of Action**

23 263. That the Court declare, adjudge, and decree that Defendants violated California
24 Business and Professions Code section 17200, *et seq.* by failing to provide Plaintiff and the
25 other class members all overtime compensation due to them, failing to provide all meal and rest
26 periods to Plaintiff and the other class members, failing to pay at least minimum and applicable
27 prevailing wages to Plaintiff and the other class members, failing to pay reporting-time pay
28 required by the applicable IWC Wage Orders, failing to provide and pay paid sick leave,

1 interfering with or retaliating against employees for using or attempting to use paid sick leave,
2 failing to timely pay Plaintiff's and the other class members' wages, failing to provide Plaintiff
3 and other class members with complete and accurate wage statements, failing to keep complete
4 and accurate payroll records, failing to pay reporting time pay, failing to provide a day of rest,
5 and failing to reimburse Plaintiff and the other class members for necessary business-related
6 expenses and costs.

7 264. For restitution of unpaid wages to Plaintiff and all the other class members and
8 all pre-judgment interest from the day such amounts were due and payable;

9 265. For the appointment of a receiver to receive, manage, and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violating California Business and Professions Code section 17200, et
12 seq.;

13 266. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5;

15 267. For injunctive relief to ensure compliance with this section pursuant to California
16 Business and Professions Code section 17200, et seq.; and

17 268. For such other and further relief as the Court may deem just and proper.

18 **As to the Thirteenth Cause of Action**

19 269. For civil penalties and wages pursuant to California Labor Code sections
20 2699(a), (f), (k), and 558, plus costs/expenses and attorneys' fees for violation of California
21 Labor Code sections 201, 202, 203, 204, 210, 218, 226(a), 226(b), 226(c), 226.7, 245-249, 510,
22 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 1198.5, 1720.9, 1770 *et seq.*, 2800
23 and 2802, and the applicable IWC Wage Orders, including, *inter alia*, Wage Orders 1- 2001,
24 4-2001, 9-2001, and 16-2001; and

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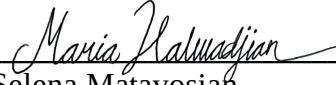
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1 270. For such other and further relief as the Court may deem equitable and
2 appropriate.

3 Dated: September 1, 2026

LAWYERS *for* JUSTICE, PC

4
5 By: 
6 Selena Matavosian
7 Maria Halwadjian
8 *Attorneys for Plaintiff*
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