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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

JOSE SAUL CASTRO, individually, on behalf of all others similarly situated, and on behalf of Aggrieved Employees,

Plaintiff,

vs.

UC FRAMING CORP, a California Corporation; UC CONSTRUCTION, a California Corporation; DENNIS FITZPATRICK, an individual; CHRISTINE FITZPATRICK, an individual; JOSEPH THOMAS FITZPATRICK, an individual; and DOES 1- 50, Inclusive,

Defendants,

Case No. CV-23-002110

[Assigned for All Purposes to the Honorable David Hood; Dept. 24]

FIRST AMENDED CLASS ACTION AND PAGA COMPLAINT FOR DAMAGES AND PENALTIES FOR:

(1) Failure to Provide Meal Periods and Pay Meal Period Premiums at the Regular Rate of Pay (Cal. Lab. Code §§ 226.7, 512, 1198)

(2) Failure to Authorize and Permit Rest Periods and Pay Rest Period Premiums at the Regular Rate of Pay (Cal. Lab. Code §§ 226.2, 226.7, 1198)

(3) Failure to Provide Complete and Accurate Wage Statements (Cal. Lab. Code §§ 226, 226.2, 226.3)

(4) Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510, 1194, 1198)

(5) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 226.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198)

(6) Failure to Timely Pay Wages During Employment (Cal. Lab. Code §§ 204, 210)

(7) Failure to Pay All Wages Due at Termination (Cal. Lab. Code §§ 201, 202, 203)

(8) Failure to Reimburse Business Expenses (Cal. Lab. Code §§ 2800, 2802)

(9) Failure to Maintain Accurate Records (Cal. Lab. Code §§ 1174, 1174.5)

(10) Failure to Pay Vacation Time (Cal. Lab. Code § 227.3)

(11) Failure to Pay Sick Time (Cal. Lab. Code §§ 245 et seq., 246)

(12) Unfair Business Competition (Bus. & Prof. Code § 17200 et seq.)

(13) Private Attorneys General Act ("PAGA") (Cal. Lab. Code § 2698 et seq.)

DEMAND FOR JURY TRIAL

Complaint Filed: April 19, 2023
Trial Date: February 17, 2027

Plaintiff JOSE SAUL CASTRO ("Plaintiff"), individually, on behalf of all others similarly situated, and as a representative of the State of California and the Labor and Workforce Development Agency ("LWDA") on behalf of Aggrieved Employees, hereby submits his First Amended Class Action and PAGA Complaint against Defendants UC FRAMING CORP, a California Corporation; UC CONSTRUCTION, a California Corporation; DENNIS FITZPATRICK, an individual; CHRISTINE FITZPATRICK, an individual; JOSEPH THOMAS FITZPATRICK, an individual; and DOES 1-50 (hereinafter collectively referred to as "Defendants"), and alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction over this action. The claims alleged arise solely under California law, including the California Labor Code, the Industrial Welfare Commission ("IWC") Wage Orders, the California Business and Professions Code, the California Code of Civil Procedure and the California Rules of Court.

2. Venue is proper in Stanislaus County because Defendants maintain their operations and transact business in this county, and the obligations and liability alleged herein arose in this county.

PARTIES

3. Plaintiff is, and at all times herein mentioned was, a resident of the State of California.

4. Defendants employed Plaintiff as a non-exempt employee in their carpentry department from in or about May 2022 through in or about October 2022.

5. Defendant UC FRAMING CORP is a California corporation which, at all relevant times mentioned herein, was existing, doing business and employing individuals in the County of Stanislaus, State of California. Plaintiff is informed and believes and thereon alleges that this Defendant exercised control over the wages, hours and working conditions of Plaintiff, the other class members and Aggrieved Employees.

6. Defendant UC CONSTRUCTION is a California corporation which, at all relevant times mentioned herein, was existing, doing business and employing individuals in the County of Stanislaus, State of California. Plaintiff is informed and believes and thereon alleges that this Defendant exercised control over the wages, hours and working conditions of Plaintiff, the other class members and Aggrieved Employees.

7. Defendant DENNIS FITZPATRICK is an individual over the age of eighteen years who, on information and belief, at all times mentioned herein resided in the County of Stanislaus, State of California. Plaintiff is informed and believes and thereon alleges that this Defendant is an owner, director, officer or managing agent of UC FRAMING CORP and UC CONSTRUCTION, that he exercised control over the wages, hours and working conditions of

Plaintiff, the other class members and Aggrieved Employees, and that he caused the violations alleged herein within the meaning of Labor Code section 558.1.

8. Defendant CHRISTINE FITZPATRICK is an individual over the age of eighteen years who, on information and belief, at all times mentioned herein resided in the County of Stanislaus, State of California. Plaintiff is informed and believes and thereon alleges that this Defendant is an owner, director, officer or managing agent of UC FRAMING CORP and UC CONSTRUCTION, that she exercised control over the wages, hours and working conditions of Plaintiff, the other class members and Aggrieved Employees, and that she caused the violations alleged herein within the meaning of Labor Code section 558.1.

9. Defendant JOSEPH THOMAS FITZPATRICK is an individual over the age of eighteen years who, on information and belief, at all times mentioned herein resided in the County of Stanislaus, State of California. Plaintiff is informed and believes and thereon alleges that this Defendant is an owner, director, officer or managing agent of UC FRAMING CORP and UC CONSTRUCTION, that he exercised control over the wages, hours and working conditions of Plaintiff, the other class members and Aggrieved Employees, and that he caused the violations alleged herein within the meaning of Labor Code section 558.1.

10. Defendants are engaged in the business of providing construction services, including framing, at construction projects in California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants named herein as DOES 1 through 50, inclusive, are unknown to Plaintiff at this time, and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff.

12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant, Defendants, and each of them, were the agents, employees, managing agents, supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint venturers of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint

employment, alter ego status, and/or joint venture and with the permission and consent of each of the other Defendants.

CLASS ACTION ALLEGATIONS

13. 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. Plaintiff reserves the right to establish additional subclasses if appropriate.

14. The proposed Class is defined as follows: All current and former non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of the original Complaint in this action to final judgment (the "Class Period").

15. In addition, Plaintiff will seek to certify the following subclasses:

a. All class members paid, in whole or in part, based on piece rates at any time during the Class Period (PIECE-RATE SUBCLASS);

b. All class members paid on an hourly basis at any time during the Class Period (HOURLY SUBCLASS);

c. All class members who worked one or more shifts in excess of five hours during the Class Period (MEAL PERIOD SUBCLASS);

d. All class members who worked one or more shifts of three and one-half hours or more during the Class Period (REST PERIOD SUBCLASS);

e. All class members who received one or more itemized wage statements during the Class Period (WAGE STATEMENT SUBCLASS);

f. All class members whose employment with Defendants ended during the Class Period (WAITING TIME SUBCLASS);

g. All class members whose employment with Defendants ended during the Class Period without payment of all vested vacation pay (VACATION PAY SUBCLASS);

h. All class members who accrued, used or were entitled to paid sick leave during the Class Period (SICK PAY SUBCLASS); and

i. All class members who were paid sick leave during the Class Period in a workweek in which they also earned piece-rate or other non-discretionary compensation (SICK PAY REGULAR RATE SUBCLASS).

16. Plaintiff also brings this action as a representative of the State of California and the LWDA, pursuant to Labor Code section 2698 et seq., on behalf of all current and former non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from one year before Plaintiff gave written notice to the LWDA on January 26, 2023, to final judgment ("Aggrieved Employees").

17. Numerosity and Ascertainability: The members of the Class are so numerous that joinder of all class members is impracticable. Plaintiff is informed and believes and thereon alleges that the Class consists of hundreds of current and former non-exempt employees whose identities and contact information can be determined from Defendants' payroll, timekeeping, piece-rate calculation and personnel records.

18. Common Questions of Law and Fact: There are predominant common questions of law and fact as to all class members, including: whether Defendants' practice of having supervisors enter pre-set start, end and break times failed to record all hours worked; whether Defendants rounded recorded time in a manner that failed to compensate all time worked; whether Defendants compensated piece-rate employees for rest and recovery periods and other nonproductive time as Labor Code section 226.2 requires; whether Defendants calculated the regular rate of pay to include all remuneration; whether Defendants provided compliant meal periods and authorized and permitted compliant rest periods, and paid premium wages at the regular rate when they did not; whether Defendants furnished wage statements complying with Labor Code sections 226 and 226.2; whether Defendants timely paid all wages during employment and at termination; whether Defendants reimbursed necessary business expenses; whether Defendants maintained accurate records; whether Defendants paid vested vacation pay; and whether Defendants provided and paid sick leave as required by law.

19. Typicality: Plaintiff's claims are typical of the claims of the Class. Like the other class members, Plaintiff was paid based on piece rates, was not permitted to record his own time, was not provided compliant meal and rest periods, and was subject to the same payroll, timekeeping and pay practices alleged herein.

20. Adequacy of Representation: Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to the Class and has retained counsel experienced in wage and hour class and representative litigation.

21. Superiority: A class action is superior to other available means for the fair and efficient adjudication of this controversy. The damages sustained by individual class members are modest relative to the expense and burden of individual litigation, and individual actions would risk inconsistent adjudications and would be an inefficient use of judicial resources.

22. Solely for purposes of settlement, and subject to the Court's approval, Defendants have agreed not to oppose certification of the Class. Defendants deny the allegations of this First Amended Complaint. If the Court does not grant preliminary and final approval of the Parties' settlement, or the settlement does not become final, the Parties shall be restored to their respective positions as provided in their settlement agreement, and Defendants reserve all rights to oppose certification on any ground.

GENERAL ALLEGATIONS

23. Defendants did not permit Plaintiff and the other class members to record their own hours worked. Instead, Defendants' supervisors entered the same pre-set start and end times for the employees on a crew timesheet. Defendants' time records reflected the time Defendants allocated, not the time employees actually worked.

24. Defendants did not permit Plaintiff and the other class members to record their own meal periods. Instead, meal periods were automatically deducted and entered by Defendants' supervisors. Plaintiff is informed and believes and thereon alleges that Defendants' crew leaders recorded meal and rest break times that did not reflect the breaks actually taken.

25. Defendants required Plaintiff and the other class members to report to a designated location before their scheduled start time to be transported to the jobsite, and did not compensate

them for that time or for the time spent traveling to the jobsite under Defendants' control.

26. Plaintiff is informed and believes and thereon alleges that Defendants rounded recorded time in a manner that, over time, failed to compensate Plaintiff and the other class members for all time actually worked.

27. Defendants paid Plaintiff and some other class members based on piece rates for the work performed by their crews. Labor Code section 226.2 requires that employees paid on a piece-rate basis be compensated for rest and recovery periods and for other nonproductive time separately from, and in addition to, their piece-rate compensation. Defendants did not separately compensate Plaintiff and the other members of the Piece-Rate Subclass for rest and recovery periods and other nonproductive time as Labor Code section 226.2 requires.

28. Defendants failed to calculate the regular rate of pay to include all remuneration earned, including piece-rate compensation, and therefore failed to pay overtime wages, meal and rest period premiums, and paid sick leave at the correct rate.

29. Defendants required Plaintiff and the other class members to work in excess of five (5) hours per day without providing timely, uninterrupted, off-duty meal periods of at least thirty (30) minutes, and in excess of ten (10) hours per day without providing a second such meal period. Defendants did not obtain valid written meal period waivers and did not pay premium wages for non-compliant meal periods.

30. Defendants failed to authorize and permit Plaintiff and the other class members to take timely, uninterrupted, duty-free rest periods of at least ten (10) minutes for every four (4) hours worked or major fraction thereof, and failed to pay one additional hour of pay at the regular rate of compensation for each workday on which a compliant rest period was not provided.

31. As a result of the practices alleged above, the itemized wage statements Defendants furnished to Plaintiff and the other class members did not accurately state, among other things, the total hours worked, gross and net wages earned, and all applicable hourly rates in effect during the pay period with the corresponding number of hours worked at each rate. As to the Piece-Rate Subclass, the wage statements also did not separately state the total hours of compensable rest and recovery periods and other nonproductive time, the rate of compensation

for that time, and the gross wages paid for that time, as Labor Code section 226.2(a)(2) requires.

32. Defendants failed to maintain accurate records of the hours worked daily by, the meal periods taken by, and the wages paid to Plaintiff and the other class members.

33. Defendants failed to indemnify and reimburse Plaintiff and the other class members for necessary expenditures and losses incurred in direct consequence of the discharge of their duties, including the use of personal cellular telephones to communicate with Defendants' supervisors about job duties and work assignments, and the purchase and use of personal tools, including power tools, needed to perform their work.

34. Vested vacation pay is a form of wages. Because Defendants did not pay all wages owed for all hours worked and at the correct rates of pay, Defendants also failed to pay Plaintiff and the other class members whose employment ended all vested vacation pay owed at their final rate of pay, as Labor Code section 227.3 requires.

35. Defendants failed to provide and pay Plaintiff and the other class members paid sick leave as required by the Healthy Workplaces, Healthy Families Act of 2014, Labor Code section 245 et seq., including by failing to pay sick leave at the rate required by Labor Code section 246, subdivision (l), which accounts for piece-rate and other non-discretionary compensation.

36. As a result of the violations alleged above, Plaintiff and the other class members whose employment ended did not receive all wages owed within the time required by Labor Code sections 201 and 202.

37. The violations alleged herein were the result of Defendants' uniform policies and practices applied to their non-exempt workforce, and were not isolated or inadvertent.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

(Violation of Cal. Lab. Code §§ 226.7, 512, 1198)

(Against All Defendants and DOES 1 through 50)

38. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

39. Labor Code section 512 and the applicable IWC Wage Order prohibited Defendants from employing Plaintiff and the other class members for a work period of more than five (5) hours per day without providing an uninterrupted, off-duty meal period of not less than thirty (30) minutes, or for more than ten (10) hours per day without providing a second such meal period.

40. Defendants failed to provide Plaintiff and the other members of the Meal Period Subclass timely, uninterrupted, off-duty first and second meal periods, and did not obtain valid written meal period waivers.

41. Labor Code section 226.7 required Defendants to pay one additional hour of pay at the employee's regular rate of compensation for each workday on which a compliant meal period was not provided. Defendants failed to pay these premiums and, to the extent any premiums were paid, failed to pay them at the regular rate of compensation, including all piece-rate and other non-discretionary compensation.

42. Plaintiff and the Meal Period Subclass are entitled to recover the unpaid premium wages, interest, and costs.

SECOND CAUSE OF ACTION

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

(Violation of Cal. Lab. Code §§ 226.2, 226.7, 1198)

(Against All Defendants and DOES 1 through 50)

43. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

44. Labor Code section 226.7 and the applicable IWC Wage Order required Defendants to authorize and permit Plaintiff and the other class members to take a net ten (10) minute rest period for each four (4) hours worked, or major fraction thereof, during which they were relieved of all duty and free of employer control.

45. Defendants failed to authorize and permit compliant rest periods, and failed to pay one additional hour of pay at the regular rate of compensation for each workday on which a

compliant rest period was not provided. To the extent any rest period premiums were paid, Defendants failed to pay them at the regular rate of compensation, including all piece-rate and other non-discretionary compensation.

46. In addition, Labor Code section 226.2 required Defendants to compensate employees paid on a piece-rate basis for rest and recovery periods separately from their piece-rate compensation, at a rate no less than the higher of the applicable minimum wage or the employee's average hourly rate for the workweek. Defendants failed to do so for Plaintiff and the other members of the Piece-Rate Subclass.

47. Plaintiff and the Rest Period Subclass are entitled to recover the unpaid premium wages and unpaid rest and recovery period compensation, together with interest and costs.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE COMPLETE AND ACCURATE WAGE STATEMENTS

(Violation of Cal. Lab. Code §§ 226, 226.2, 226.3)

(Against All Defendants and DOES 1 through 50)

48. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

49. Labor Code section 226, subdivision (a), required Defendants to furnish Plaintiff and the other class members, semimonthly or at the time of each payment of wages, an accurate itemized statement showing, among other things, gross wages earned, total hours worked, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, and net wages earned. As to employees paid on a piece-rate basis, Labor Code section 226.2, subdivision (a)(2), further required that the statement separately show the total hours of compensable rest and recovery periods, the rate of compensation and gross wages paid for those periods, and the total hours, rate of compensation and gross wages paid for other nonproductive time.

50. As a result of the violations alleged above, the wage statements Defendants furnished were inaccurate and incomplete, and Defendants' failure to comply was knowing and intentional. Plaintiff and the other members of the Wage Statement Subclass suffered injury as a

result.

51. Plaintiff and the Wage Statement Subclass are entitled to recover the greater of their actual damages or the statutory penalties provided by Labor Code section 226, subdivision (e), together with reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Violation of Cal. Lab. Code §§ 510, 1194, 1198)

(Against All Defendants and DOES 1 through 50)

52. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

53. Labor Code sections 510 and 1194 and the applicable IWC Wage Order required Defendants to compensate Plaintiff and the other class members at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a workday and forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive workday, and at twice the regular rate of pay for all hours worked in excess of twelve (12) hours in a workday and in excess of eight (8) hours on the seventh consecutive workday.

54. Defendants failed to pay Plaintiff and the other class members all overtime wages owed, both by failing to record and compensate all hours worked and by failing to calculate the regular rate of pay to include all compensation earned, including piece-rate compensation.

55. Plaintiff and the other class members are entitled to recover their unpaid overtime wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5 and 1194.

FIFTH CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Violation of Cal. Lab. Code §§ 226.2, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198)

(Against All Defendants and DOES 1 through 50)

56. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

57. At all relevant times, Labor Code sections 1182.12, 1194, 1197 and 1197.1 and the applicable IWC Wage Order required Defendants to pay Plaintiff and the other class members at least the applicable minimum wage for all hours worked. Labor Code section 226.2 further required Defendants to pay employees paid on a piece-rate basis for other nonproductive time separately from their piece-rate compensation, at no less than the applicable minimum wage.

58. Defendants failed to pay Plaintiff and the other class members at least the minimum wage for all hours worked, including time spent reporting before the start of the workday and traveling to the jobsite under Defendants' control, time lost to Defendants' practice of recording pre-set shift times, time lost to rounding, and other nonproductive time for which employees paid on a piece-rate basis received no separate compensation.

59. Plaintiff and the other class members are entitled to recover their unpaid minimum wages, liquidated damages pursuant to Labor Code section 1194.2, interest, and reasonable attorneys' fees and costs pursuant to Labor Code section 1194.

SIXTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

(Violation of Cal. Lab. Code §§ 204, 210)

(Against All Defendants and DOES 1 through 50)

60. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

61. Labor Code section 204 required Defendants to pay all wages earned by Plaintiff and the other class members within the time periods it prescribes.

62. Defendants failed to timely pay all wages earned in each pay period, including unpaid minimum and overtime wages, unpaid rest and recovery period and other nonproductive time compensation, and unpaid meal and rest period premium wages.

63. Plaintiff and the other class members are entitled to recover all wages that were not timely paid, together with interest.

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SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE AT TERMINATION

(Violation of Cal. Lab. Code §§ 201, 202, 203)

(Against All Defendants and DOES 1 through 50)

64. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

65. Labor Code sections 201 and 202 required Defendants to pay all wages earned and unpaid at the time of discharge immediately, and within seventy-two (72) hours of a resignation without notice.

66. Defendants willfully failed to pay Plaintiff and the other members of the Waiting Time Subclass all wages owed, including unpaid minimum and overtime wages, unpaid premium wages, unpaid rest and recovery period and other nonproductive time compensation, and vested vacation pay, within the time required.

67. Plaintiff and the Waiting Time Subclass are entitled to waiting time penalties of up to thirty (30) days' wages pursuant to Labor Code section 203, together with interest and costs.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Violation of Cal. Lab. Code §§ 2800, 2802)

(Against All Defendants and DOES 1 through 50)

68. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

69. Labor Code sections 2800 and 2802 required Defendants to indemnify Plaintiff and the other class members for all necessary expenditures and losses incurred in direct consequence of the discharge of their duties or their obedience to Defendants' directions.

70. Defendants failed to reimburse the expenditures alleged above, including for the use of personal cellular telephones and the purchase and use of personal tools needed to perform their work.

71. Plaintiff and the other class members are entitled to recover the unreimbursed

expenditures, interest from the date each expenditure was incurred, and reasonable attorneys' fees and costs pursuant to Labor Code section 2802, subdivision (c).

NINTH CAUSE OF ACTION

FAILURE TO MAINTAIN ACCURATE RECORDS

(Violation of Cal. Lab. Code §§ 1174, 1174.5)

(Against All Defendants and DOES 1 through 50)

72. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

73. Labor Code section 1174, subdivision (d), and the applicable IWC Wage Order required Defendants to keep accurate records showing the hours worked daily by, and the wages paid to, Plaintiff and the other class members, including records of meal periods and total daily hours worked.

74. Defendants failed to maintain such records, including because employees were not permitted to record their own start times, end times or meal periods.

75. Defendants' failure to maintain accurate records has injured Plaintiff and the other class members by impairing their ability to determine the hours they worked and the wages owed to them.

TENTH CAUSE OF ACTION

FAILURE TO PAY VACATION TIME

(Violation of Cal. Lab. Code § 227.3)

(Against All Defendants and DOES 1 through 50)

76. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

77. Labor Code section 227.3 provides that, whenever a contract of employment or employer policy provides for paid vacations and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to the employee as wages at the final rate in accordance with the contract of employment or employer policy respecting eligibility or time served.

78. Vested vacation pay is a form of deferred wages. Defendants failed to pay Plaintiff and the other members of the Vacation Pay Subclass all vested vacation wages owed at their final rate of pay when their employment ended, including because Defendants did not pay all wages owed for all hours worked and at the correct rates of pay.

79. Plaintiff and the Vacation Pay Subclass are entitled to recover all unpaid vested vacation wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code section 218.5.

ELEVENTH CAUSE OF ACTION

FAILURE TO PAY SICK TIME

(Violation of Cal. Lab. Code §§ 245 et seq., 246)

(Against All Defendants and DOES 1 through 50)

80. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

81. The Healthy Workplaces, Healthy Families Act of 2014, Labor Code section 245 et seq., required Defendants to provide Plaintiff and the other class members paid sick leave that accrued and could be used as that Act provides, and Labor Code section 246, subdivision (l), required Defendants to pay sick leave at a rate that accounts for all compensation earned, including piece-rate and other non-discretionary compensation.

82. Defendants failed to provide and pay Plaintiff and the other members of the Sick Pay Subclass paid sick leave as the Act requires and, when sick leave was paid, failed to pay Plaintiff and the other members of the Sick Pay Regular Rate Subclass at the rate required by Labor Code section 246, subdivision (l).

83. Plaintiff, the Sick Pay Subclass and the Sick Pay Regular Rate Subclass are entitled to recover all unpaid sick pay, interest, and such other relief as the law provides.

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TWELFTH CAUSE OF ACTION

UNFAIR BUSINESS COMPETITION

(Violation of Bus. & Prof. Code § 17200 et seq.)

(Against All Defendants and DOES 1 through 50)

84. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

85. Business and Professions Code section 17200 defines unfair competition to include any unlawful, unfair or fraudulent business act or practice. Section 17203 authorizes injunctive relief and restitution, and section 17208 provides a four-year limitations period.

86. Defendants' conduct alleged above, including their failure to pay all minimum and overtime wages, their failure to compensate piece-rate employees for rest and recovery periods and other nonproductive time, their failure to pay meal and rest period premiums at the regular rate of compensation, their failure to reimburse necessary business expenses, their failure to pay vested vacation pay, and their failure to provide and pay paid sick leave as required by law, constitutes unlawful and unfair business acts and practices within the meaning of section 17200.

87. Defendants' conduct conferred an unfair competitive advantage on Defendants over competitors who comply with California law, and Plaintiff and the other class members suffered injury in fact and lost money or property as a result.

88. Plaintiff and the other class members are entitled to restitution of all wages and other sums unlawfully withheld during the four years preceding the filing of this action, together with interest, and to such injunctive relief as the Court deems appropriate.

THIRTEENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(Violation of Cal. Lab. Code § 2698 et seq.)

(Against All Defendants and DOES 1 through 50)

89. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as though fully set forth herein.

90. Plaintiff brings this cause of action as a representative action seeking civil

penalties on behalf of himself, the Aggrieved Employees and the State of California, as provided by the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. Plaintiff is an aggrieved employee who was employed by Defendants and subjected to one or more of the Labor Code violations alleged herein.

91. Before filing the original Complaint, on January 26, 2023, Plaintiff gave written notice to the LWDA and to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories supporting the alleged violations, as required by Labor Code section 2699.3. The notice was sent to Defendants by certified mail and submitted to the LWDA online through the Department of Industrial Relations website, and the LWDA assigned it case number LWDA-CM-931890-23.

92. The LWDA did not provide Plaintiff with notice that it intended to investigate the violations alleged in the notice, and more than sixty-five (65) calendar days elapsed from the postmark date of the notice before Plaintiff filed the original Complaint.

93. Plaintiff's notice identified violations of Labor Code sections 201, 202, 203, 204, 226, subdivision (a), 226.7, 227.3, 510, 512, subdivision (a), 1174, subdivision (d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the applicable IWC Wage Order, among other provisions.

94. As an aggrieved employee, Plaintiff brings this civil action to recover civil penalties for Defendants' Labor Code violations, including penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, 1199 and 2699, subdivision (f), and the applicable IWC Wage Order, together with reasonable attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g).

95. Pursuant to Labor Code section 2699, as in effect when Plaintiff gave notice to the LWDA, seventy-five percent (75%) of any civil penalties recovered shall be paid to the LWDA and twenty-five percent (25%) shall be distributed to the Aggrieved Employees.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Class and subclasses;

2. For an order appointing Plaintiff as the representative of the Class;

3. For an order appointing counsel for Plaintiff as Class counsel;

4. For all unpaid minimum and overtime wages according to proof;

5. For all unpaid rest and recovery period and other nonproductive time compensation pursuant to Labor Code section 226.2 according to proof;

6. For liquidated damages pursuant to Labor Code section 1194.2;

7. For meal and rest period premium wages at the regular rate of compensation pursuant to Labor Code section 226.7 according to proof;

8. For statutory penalties pursuant to Labor Code section 226, subdivision (e);

9. For waiting time penalties pursuant to Labor Code section 203;

10. For reimbursement of necessary business expenses, with interest, pursuant to Labor Code sections 2800 and 2802;

11. For all unpaid vested vacation wages pursuant to Labor Code section 227.3 according to proof;

12. For all unpaid sick pay according to proof;

13. For restitution and injunctive relief pursuant to Business and Professions Code sections 17200 and 17203;

14. For civil penalties pursuant to Labor Code section 2698 et seq., to be apportioned as provided by law;

15. For prejudgment and post-judgment interest as provided by law;

16. On all causes of action, for attorneys' fees and costs as provided by Labor Code sections 218.5, 226, subdivision (e), 1194, 2802, subdivision (c), and 2699, subdivision (g), and Code of Civil Procedure section 1021.5; and

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

Dated: November 16, 2026

WORK LAWYERS PC

By: /s/ Jarrod Y. Nakano

Justin Lo, Esq.
Jarrod Y. Nakano, Esq.
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