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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Alecsondra McDonald, Deputy
\$1,435 PAID

Attorneys for Plaintiff JOSE SAUL CASTRO, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees.

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

JOSE SAUL CASTRO, on behalf of himself
and all other aggrieved employees,

Plaintiff,

v.

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,

Defendant,

Case No. CV-23-002110

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

This case has been assigned to Judge Sandhu, Sonny S.
Dept. 24
Department _____, for all purposes including Trial.

1 Plaintiff, JOSE SAUL CASTRO (“Plaintiff”), as a representative of the State of California
2 and the Labor and Workforce Development Agency (LWDA), and on behalf of himself and other
3 current or former aggrieved employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of Plaintiff and other aggrieved employees, to collect
7 civil penalties for Defendant’s Labor Code violations.

8 2. Defendants and employers, UC FRAMING CORP, UC CONSTRUCTION,
9 DENNIS FITZPATRICK (an individual), CHRISTINE FITZPATRICK (an individual) and
10 JOSEPH FITZPATRICK (“Collectively Defendants”), violated numerous wage and hour laws
11 with respect to Plaintiff and other aggrieved employees by failing to provide, for example:
12 accurate and itemized wages statements, payment for all hours worked (including regular wages
13 and overtime), failure to provide a minimum wage lawful meal periods, lawful rest periods,
14 timely payment during employment, failure to reimburse for expenses incurred during the course
15 and scope of employment, and payment upon separation of employment.

16 3. Defendants violated numerous wage and hour laws with respect to Plaintiff and
17 other aggrieved employees by failing to provide, for example: accurate and itemized wages
18 statements, payment for all hours worked (including regular wages and overtime), lawful meal
19 and rest periods, minimum wages for those hours worked but not compensated, timely payment
20 of wages during employment, reimbursement for necessary expenses incurred during the course
21 and scope of employment, and payment upon separation of employment

22 **PARTIES**

23 **The Plaintiff**

24 4. Plaintiff is, and at all times herein mentioned was, a resident of California,
25 currently residing in Stanislaus County. Similarly aggrieved, former and/or current non-exempt
26 employees, during the relevant time period who were subject to the same wage and hour
27 policies/practices as Plaintiff, and thereby suffered similar or substantially similar violations
28 (“Aggrieved Employees”).

1
2 **The Defendants**

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

8 6. Defendant UC CONSTRUCTION is a California corporation which, at all relevant
9 times mentioned herein, existing, doing business and employing individuals in the County of
10 Stanislaus, State of California. Plaintiff is informed and thereon alleges that Defendant UC
11 CONSTRUCTION exercised control over Plaintiff and Aggrieved Employees' wages, hours, and
12 working conditions.

13 7. Defendant DENNIS FITZPATRICK ("DENNIS FITZPATRICK") is an
14 individual over the age of 18 years, and based on information and belief, was residing at all times
15 mentioned herein in the County of Stanislaus, State of California. Plaintiff is informed and thereon
16 alleges that Defendant DENNIS FITZPATRICK exercised control over Plaintiff and Aggrieved
17 Employees' wages, hours, and working conditions.

18 8. Defendant CHRISTINE FITZPATRICK ("CHRISTINE FITZPATRICK") is an
19 individual over the age of 18 years, and based on information and belief, was residing at all times
20 mentioned herein in the County of Stanislaus, State of California. Plaintiff is informed and thereon
21 alleges that Defendant CHRISTINE FITZPATRICK exercised control over Plaintiff and
22 Aggrieved Employees' wages, hours, and working conditions.

23 9. Defendant JOSEPH THOMAS FITZPATRICK ("JOSEPH THOMAS
24 FITZPATRICK") is an individual over the age of 18 years, and based on information and belief,
25 was residing at all times mentioned herein in the County of Stanislaus, State of California.
26 Plaintiff is informed and thereon alleges that Defendant JOSEPH THOMAS FITZPATRICK
27 exercised control over Plaintiff and Aggrieved Employees' wages, hours, and working conditions.
28

1 10. The true names and capacities, whether individual, corporate, associate, or
2 otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this
3 time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to
4 amend this Complaint to insert the true names and capacities of said Defendants when the same
5 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
6 the fictitiously named Defendants are responsible for the wrongful acts alleged herein and is
7 therefore liable to Plaintiff as alleged hereinafter.

8 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times
9 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
10 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
11 the other Defendants, and each of them, and in doing the things alleged herein, were acting at
12 least in part within the course and scope of said agency, employment, conspiracy, joint
13 employment, alter ego status, and/or joint venture and with the permission and consent of each of
14 the other Defendants.

15 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
16 and each of them, including those Defendants named DOES 1-50, acted in concert with one
17 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
18 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
19 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
20 each of them, including those Defendants named as DOES 1-50, formed and executed a
21 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
22 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
23 to and actually causing Plaintiff harm.

24 13. Whenever and wherever reference is made in this Complaint to any act or failure
25 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
26 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.
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15. The California Superior Court has jurisdiction over this matter. The individual claims are under the seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for federal court and PAGA penalties cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

16. Defendant, a construction and development company, employed Plaintiff and aggrieved employees, in non-exempt positions, in California during the relevant PAGA period. Plaintiff began working on about May 2022 to approximately October 2022, as a “Carpenter”.

17. The position required Plaintiff to work more than 8 hours a day and/or 40 hours per week without lawful compensation. Plaintiff and non-exempt aggrieved employees were regularly not paid for minimum wages and overtime for compensable work time spent under the control of Defendant, but which was performed off-the-clock, even though such additional work time was in excess of regularly scheduled, eight-hour daily shifts.

18. Plaintiff and nonexempt aggrieved employees were subject to not having all their compensable work time recorded. Not all of Plaintiff and non-exempt aggrieved employees' compensable work time spent under the control of Defendant was accounted for and compensated. Specifically, Defendant (1) adjusted clock in and clock out times to the disadvantage of Plaintiff and other non-exempt aggrieved employees by rounding up clock-in times when Plaintiff and non-exempt employees clocked in before the scheduled start of their respective shifts and rounded down clock-out times when Plaintiff and nonexempt aggrieved

employees worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and non-exempt employees to continue working when ostensibly on duty-free meal periods, or requiring them to return to work before the end of their thirty-minute meal periods but prohibiting them from clocking back in until the legally required thirty-minute mark.

19. Based on information and belief, Plaintiff believes non-exempt employees were also not being reimbursed for all necessary expenses incurred in the performance of their job duties. Specifically, Defendant required Plaintiff and aggrieved employees, regardless of classification, to use their personal cellular telephones to communicate with colleagues and supervisors in the course of performing their respective duties but failed to reimburse them for use of the personal cellular devices nor the consumption of personal calling or data plans. Plaintiff and aggrieved employees were also required to purchase tools in order to complete their job tasks, including but not limited to saws, pistol, any item needed for their scope of work.

20. Defendant failed to authorize and permit all required meal and rest periods for Plaintiff and non-exempt aggrieved employees because, upon information and belief, Defendant maintained unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendant regularly did not staff enough employees to provide sufficient coverage to maintain their business operations so Plaintiff and aggrieved employees could not both complete their assigned daily duties and take complete, timely and uninterrupted meal and rest breaks. Defendant prioritized completion of daily duties ahead of meal and rest period compliance. Moreover, Defendant failed to provide Plaintiff and aggrieved employees with an additional hour of premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor Code section 226.7.

21. As a result of the violations described above, Plaintiff and non-exempt aggrieved employees experienced collateral or derivative violations. Specifically, Defendant failed to provide Plaintiff and nonexempt Aggrieved Employees accurate itemized wage statements in writing in compliance with Labor Code section 226 and failed to compensate Plaintiff and other former nonexempt aggrieved employees for all wages owed at the time employment with

1 Defendant had ended.

2 22. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
3 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
4 departments, divisions, commissions, boards, agencies or employees for violation of the code
5 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
6 behalf of himself or herself and other current or former employees pursuant to the procedures
7 specified in Labor Code section 2699.3.

8 23. For all provisions of the Labor Code except those for which a civil penalty is
9 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
10 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the
11 initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period
12 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.

13 24. Defendant's conduct during the PAGA period with respect to Plaintiff and the
14 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

15 25. Plaintiff alleges that Defendant has engaged in a systematic pattern of wage and
16 hour violations under the California Labor Code and IWC Wage Orders.

17 26. At all relevant times herein, Defendant employed Plaintiff and other aggrieved
18 employees as employees who were subject to the employment policies, in whole or in part, and
19 therefore suffered the same or substantially similar violations, in whole or in part.

20 27. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
21 or should have known that Plaintiff and aggrieved employees were entitled to receive wages for
22 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
23 were not receiving all wages earned for work that was required to be performed. In violation of
24 the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiff and aggrieved
25 employees for all hours worked. Accordingly, Defendant failed to pay Plaintiff and aggrieved
26 employees all earned minimum, regular, and/or overtime compensation.

27 28. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
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1 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
2 meal periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
3 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
4 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
5 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to
6 Plaintiff and aggrieved employees for late meal periods. As a result of Defendant's unlawful
7 policy and practice, Plaintiff and aggrieved employees did not receive all meal periods or
8 payment of one (1) additional hour of pay at Plaintiff's and aggrieved employees' regular rate of
9 pay when they did not receive a timely, uninterrupted 30 minute off-duty meal period.

10 29. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that Plaintiff and aggrieved employees were entitled to receive all required
12 rest periods or payment of one (1) additional hour of pay at Plaintiff and aggrieved employees'
13 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
14 violation of the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy
15 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff
16 and aggrieved employees for each rest periods were not provided or was interrupted. As a result
17 of Defendant's unlawful policy and practice, Plaintiff and aggrieved employees did not receive
18 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and aggrieved
19 employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
20 duty rest period.

21 30. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that Plaintiff and certain aggrieved employees were entitled to timely
23 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
24 and certain aggrieved employees did not receive payment of all wages due, within permissible
25 time periods, upon separation of employment.

26 31. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
27 or should have known that Plaintiff and aggrieved employees were entitled to receive itemized
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1 wage statements that accurately showed their actual hours worked, total hours worked, number
2 of hours worked at each hourly rate, gross and net wages earned, and correct employer
3 information in accordance with California law. As a result of the wage violations specified
4 above, and in violation of the Labor Code, Plaintiff and aggrieved employees were not provided
5 with accurate itemized wage statements that accurately reported their gross and net wages
6 earned, total hours worked, each applicable rate of pay in effect during the pay period with the
7 corresponding number of hours worked, and the address of the legal entity that is the employer,
8 among other things.

9
10 32. Plaintiff and aggrieved employees were employees covered under one or more
11 statutes under the Labor Code, including but not limited to section 2802, but were not reimbursed
12 by Defendant for all business expenses incurred, including but not limited to expenses arising
13 from use of personal cellular devices for work purposes, such as the cost of electronic devices
14 and accessories used for work purposes and the prorated cost of personal cellular home wi-fi
15 data plans utilized for work purposes.

16 33. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
17 should have known that Defendant were required to maintain accurate records of the hours
18 worked by Plaintiff and aggrieved employees. In violation of the Labor Code, Defendant failed
19 to maintain accurate records of hours worked by Plaintiff and aggrieved employees due to its
20 off-the-clock and/or unfair rounding practices, among other things.

21 **FIRST CAUSE OF ACTION**

22 **(Civil Penalties Under the Private Attorneys General Act,**
23 **Labor Code § 2699 et seq., For Violations of the Labor Code)**

24 34. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
25 Complaint as if fully alleged herein.

26 35. By this complaint, Plaintiff brings this case as a representative action seeking
27 penalties for himself, the Aggrieved Employees, and the State of California in a representative
28 capacity, as provided by the PAGA, Labor Code sections 2698 et seq. Plaintiff is an aggrieved

1 employee who was employed by Defendants and subject to at least one of the Labor Code
2 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
3 his notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203, 204,
4 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and
5 2802.

6 36. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause
7 of action under PAGA only after giving the LWDA and the employer notice of the Labor Code
8 sections alleged to have been violated, and after receiving notice from the LWDA of its intention
9 not to investigate, or after 65 days have passed without notice from the LWDA.

10 37. Prior to filing this complaint, on January 26, 2023, Plaintiff gave written notice
11 of the specific provisions alleged to have been violated, including the facts and theories to
12 support the alleged violations, as required by Labor Code section 2699.3 to Defendant
13 Stonebridge Companies. The written notice was given via certified mail to Defendants, and the
14 LWDA by electronically filing the notice via the Department of Industrial Relations website.
15 Plaintiff was given an LWDA case number of LWDA-CM-931890-23. True and correct copies
16 of Plaintiff's notices to the LWDA and Defendant, dated January 26, 2023, are attached hereto
17 as **Exhibit A**.

18 38. The LWDA has not provided Plaintiff with any notice that it intends to investigate
19 the violations as alleged in either of Plaintiff's notices, and more than 65 calendar days have
20 elapsed since the postmark date on the latter notice.

21 39. California Labor Code §§2698-2699.5, in relevant part provides, "any provision
22 of this code that provides for a civil penalty to be assessed and collected by the Labor and
23 Workforce Development Agency...for a violation of this code, may, as an alternative, be
24 recovered through a civil action brought by an aggrieved employee on behalf of himself or
25 herself and other current or former employees pursuant to the procedures specified in Section
26 2699.3."

27 40. As an aggrieved employee, Plaintiff brings this civil action to recover civil
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1 penalties for Defendant's Labor Code violations.

2 **First Violation**

3 **(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)**

4 41. Under California Labor Code §512(a), "An employer may not employ an
5 employee for a work period of more than five hours per day without providing the employee
6 with a meal period of not less than 30 minutes, except that if the total work period per day of the
7 employee is no more than six hours, the meal period may be waived by mutual consent of both
8 the employer and employee."

9 42. Defendant violated Labor Code § 512 by failing to provide Plaintiff, and other
10 qualifying employees who worked shifts of greater than five hours, meal periods within the first
11 five hours of the shifts worked. Defendant failed to pay Plaintiff one hour's pay at Plaintiff's
12 regular rate of pay for each day Defendant failed to provide a meal period in compliance with
13 section 512.

14 **Second Violation**

15 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

16 43. Under California Labor Code §226.7(b), "An employer shall not require an
17 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
18 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission"

19 44. Industrial Welfare Commission (IWC) provides, "Every employer shall authorize
20 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
21 of each work period. The authorized rest period time shall be based on the total hours worked
22 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

23 45. Defendant failed to authorize and permit Plaintiff and other employee to take rest
24 periods and mandated by the Wage Order.

25 46. Under §226.7(c), an employer who violates §226.7(b), "...shall pay the employee
26 one additional hour of pay at the employee's regular rate of compensation for each workday that
27 the meal or rest or recovery period is not provided."
28

47. Defendant failed to pay Plaintiff and other employees who were not provided rest periods one hour of pay at their regular rate of pay.

Third Violation

**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

48. Under California Labor Code §226(a), an employer is legally obligated to provide its employees, semi-monthly or at the time of payment of wages, “an accurate itemized statement in writing...”

49. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fourth Violation

(Failure to Pay Overtime Wages)

50. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Orders, an employer is required to compensate employees for all overtime, which is calculated at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

Fifth Violation

(Failure to Pay Minimum Wages)

52. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Orders, payment to an employee of less than the applicable minimum wage for all hours worked in a

1 payroll period is unlawful.

2 53. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
3 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
4 Labor Code § 2699.

5 **Sixth Violation**

6 **(Failure to Timely Pay Wages During Employment)**

7 54. Pursuant to California Labor Code § 204, for all labor performed between the 1st
8 and 15th days of any calendar month, an employer is required to pay its employees between the
9 16th and 26th day of the month during which the labor was performed. California Labor Code §
10 204 also provides that for all labor performed between the 16th and 26th days of any calendar
11 month, Defendant was required to pay their employees between the 1st and 15th day of the
12 following calendar month. In addition, California Labor Code § 204 provides that all wages
13 earned for labor in excess of the normal work period shall be paid no later than the payday of the
14 next regular payroll period.

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16 55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
17 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
18 Labor Code § 2699.

19 **Seventh Violation**

20 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

21 56. Pursuant to California Labor Code § 201, 202, and 203, Defendant is required to
22 pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
23 201 mandates that if an employer discharges an employee, the employee's wages accrued and
24 unpaid at the time of discharge are due and payable immediately.

25 57. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
26 for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under
27 Labor Code § 2699.
28

Eighth Violation

Failure to Reimburse Business Expenses in Violation of Labor Code § 2802

(Against all Defendants and DOES 1 to 50, inclusive)

58. Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

59. Defendants failed to indemnify and reimburse Plaintiff for all necessary expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's job duties.

60. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses incurred as a result of discharging his duties, including interest.

61. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For penalties in an amount according to proof;
2. For reasonable attorney's fees and costs pursuant to the PAGA; and
3. For such other and further relief as this Court may deem just and proper.

Respectfully Submitted,

Dated: April 19, 2023

WORK LAWYERS, PC

By: 
Justin Lo, Esq.
Attorney for Plaintiff JOSE SAUL CASTRO