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on behalf of themselves and all others similarly situated and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN MANUEL VIEYRA BAROCIO and
BRIAN GOMEZ, on behalf of themselves and
all others similarly situated and aggrieved,

Plaintiffs,

v.

INDUSTRIAL FIELD SERVICES INC., a
California Corporation; LIU C. SCHOLA, an
individual; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV01522

[Assigned for all purposes to the Hon. William
F. Highberger in Dept. 10]

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION; and
11. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, *et seq.*

1 **DEMAND FOR JURY TRIAL**

2 [Amount in Controversy Exceeds \$25,000.00]

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5 Plaintiffs JUAN MANUEL VIEYRA BAROCIO and BRIAN GOMEZ, on behalf of
6 themselves and all others similarly situated and aggrieved, alleges as follows:

7 **GENERAL ALLEGATIONS**

8 **INTRODUCTION**

9 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
10 INDUSTRIAL FIELD SERVICES INC., and any of its respective subsidiaries or affiliated
11 companies within the State of California (“INDUSTRIAL FIELD SERVICES”); and LIU C.
12 SCHOLA (“SCHOLA” and collectively, with INDUSTRIAL FIELD SERVICES and DOES 1
13 through 100, as further defined below, “Defendants”) on behalf of Plaintiffs and all other current
14 and former non-exempt California employees employed by or formerly employed by Defendants
15 (“Class Members”).

16 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
17 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against
18 Defendants, and any of their respective subsidiaries or affiliated companies within the State of
19 California, as a proxy of the Labor and Workforce Development Agency of the State of California
20 (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of
21 Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to
22 the alleged claims for violations of the Labor Code, including but not limited to, failure to comply
23 with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code
24 section 245, *et seq.*, Labor Code section 2802, on behalf of all employees of Defendants working
25 within the Civil Penalty Period (collectively, “Aggrieved Employees”).
26
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28

1 **PARTIES**

2 **A. Plaintiffs**

3 3. Plaintiffs JUAN MANUEL VIEYRA BAROCIO is a resident of the State of
4 California. At all relevant times herein, Plaintiff Barocio is informed and believes, and based
5 thereon alleges, that Defendants employed Plaintiff Barocio as a non-exempt employee, with duties
6 that included, but were not limited to, working at gas stations, leading and supervising workers,
7 delegating tasks, updating managers and managing safety at the workplace. Plaintiffs is informed
8 and believes, and based thereon alleges, that Plaintiff JUAN MANUEL VIEYRA BAROCIO
9 worked for Defendants from approximately April 18, 2021 through approximately March 24, 2022.

10 4. Plaintiffs Brian Gomez is a resident of the State of California. At all relevant times
11 herein, Plaintiff Gomez is informed and believes, and based thereon alleges, that Defendants
12 employed Plaintiff Gomez is a non-exempt employee, with duties that included, but were not limited
13 to, welding. Plaintiff Gomez is informed and believes, and based thereon alleges, that Plaintiffs
14 Brian Gomez worked for Defendants from approximately February of 2021 through approximately
15 January of 2022.

16 **B. Defendants**

17 5. Plaintiffs are informed and believe and based thereon allege that defendant
18 INDUSTRIAL FIELD SERVICES is, and at all times relevant hereto was, a corporation organized
19 and existing under and by virtue of the laws of the State of California and doing business in the
20 County of Los Angeles, State of California.

21 6. Plaintiffs are informed and believe and based thereon alleges that defendant
22 SCHOLA is, and at all times relevant hereto was, an individual residing in California, as well as the
23 Chief Executive Officer, Chief Financial Officer and Secretary of INDUSTRIAL FIELD
24 SERVICES, and DOES 1 through 100, as further defined below. Plaintiffs is further informed and
25 believes and based thereon alleges that SCHOLA violated, or caused to be violated, the above-
26 referenced and below-referenced Labor Code provisions in violation of Labor Code section 558.1.

27 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
28 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,

1 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
2 Plaintiffs are informed and believe and based thereon alleges that each of the defendants designated
3 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
4 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
5 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
6 are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent
7 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
8 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
9 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
10 include INDUSTRIAL FIELD SERVICES, and any of their parent, subsidiary, or affiliated
11 companies within the State of California, as well as SCHOLA and DOES 1 through 100 identified
12 herein.

13 **JOINT LIABILITY ALLEGATIONS**

14 8. Plaintiffs are informed and believe and based thereon alleges that all the times
15 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
16 representative, joint venture or co-conspirator of each of the other defendants, either actually or
17 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
18 employment, joint venture, and conspiracy.

19 9. All of the acts and conduct described herein of each and every corporate defendant
20 was duly authorized, ordered, and directed by the respective and collective defendant corporate
21 employers, and the officers and management-level employees of said corporate employers. In
22 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
23 their said employees, agents, and representatives, and each of them; and upon completion of the
24 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
25 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
26 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
27 aforementioned corporate employees, agents and representatives.

28 10. Plaintiffs are further informed and believe and based thereon alleges that SCHOLA

1 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
2 provisions in violation of Labor Code section 558.1.

3 11. Plaintiffs are informed and believe, and based thereon allege, that there exists such a
4 unity of interest and ownership between Defendants, and each of them, that their individuality and
5 separateness have ceased to exist.

6 12. Plaintiffs are informed and believe, and based thereon allege that despite the
7 formation of the purported corporate existence of INDUSTRIAL FIELD SERVICES, and DOES 1
8 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and the same
9 with SCHOLA and DOES 51 through 100 (“Individual Defendants”), and each of them, due to, but
10 not limited to, the following reasons:

- 11 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
12 Defendants who personally committed the wrongful and illegal acts and violated the
13 laws as set forth in this Complaint, and who has hidden and currently hide behind the
14 Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish some
15 other wrongful or inequitable purpose;
- 16 B. The Individual Defendants derive actual and significant monetary benefits by and
17 through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego
18 Defendants as the funding source for the Individual Defendants’ own personal
19 expenditures;
- 20 C. Plaintiffs are informed and believe and thereon allege that the Individual Defendants
21 and the Alter Ego Defendants, while really one and the same, were segregated to
22 appear as though separate and distinct for purposes of perpetrating a fraud,
23 circumventing a statute, or accomplishing some other wrongful or inequitable
24 purpose;
- 25 D. Plaintiffs are informed and believe and thereon allege that the business affairs of the
26 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
27 mentioned herein were, so mixed and intermingled that the same cannot reasonably
28 be segregated, and the same are inextricable confusion. The Alter Ego Defendants

1 are, and at all relevant times mentioned herein were, used by the Individual
2 Defendants as mere shells and conduits for the conduct of certain of their, and each
3 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
4 herein were, the alter egos of the Individual Defendants;

5 E. The recognition of the separate existence of the Individual Defendants and the Alter
6 Ego Defendants would promote injustice insofar that it would permit defendants to
7 insulate themselves from liability to Plaintiffs for violations of the Civil Code, Labor
8 Code, and other statutory violations. The corporate existence of these defendants
9 should thus be disregarded in equity and for the ends of justice because such
10 disregard is necessary to avoid fraud and injustice to Plaintiffs herein;

11 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
12 Defendants (and vice versa), and the fiction of their separate corporate existence
13 must be disregarded;

14 13. As a result of the aforementioned facts, Plaintiffs re informed and believe, and based
15 thereon allege that Defendants, and each of them, are joint employers.

16 **JURISDICTION**

17 14. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
18 of Civil Procedure section 410.10.

19 15. Venue is proper in Los Angeles County, California pursuant to Code of Civil
20 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
21 causes of action complained of herein arose; the county in which the employment relationship
22 began; the county in which performance of the employment contract, or part of it, between Plaintiffs
23 and Defendants was due to be performed; the county in which the employment contract, or part of
24 it, between Plaintiffs and Defendants was actually performed; and the county in which Defendants,
25 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs
26 and Class Members in Los Angeles County, and because Defendants employ numerous Class
27 Members in Los Angeles County.

28 16. Plaintiffs are each an “aggrieved employee” under PAGA, as they were employed by

1 Defendants during the applicable statutory period and suffered one or more of the Labor Code
2 violations set forth herein. Accordingly, Plaintiffs seek to recover, on behalf of themselves and all
3 other aggrieved current and former employees of Defendants, the civil penalties provided by PAGA
4 plus reasonable attorneys' fees and costs, as the term "civil penalty" is defined under *ZB N.A. v.*
5 *Superior Court* (2019) 8 Cal.5th 175.

6 17. Plaintiffs seek to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior*
8 *Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA
9 allegations described herein is not required.
10

11 18. During the period beginning one (1) year preceding the provision of notice to the LWDA
12 regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants
13 violated, *inter alia*, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 227.3, 256, 432,
14 510, 512, 558, 1174, 1194, 1197, 1198.5, 2802, and 2810.3, and 2810.5, among others.
15

16 19. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such
17 as Plaintiffs, on behalf of themselves and all other aggrieved current and former employees within
18 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
19 specified in Labor Code section 2699.3.

20 20. On or around January 23, 2023, both Plaintiffs provided written notice under Labor Code
21 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
22 of various, including the herein-described, provisions of the Labor Code, to the Labor and
23 Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt
24 requested to Defendants, and each of them.
25

26 21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
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1 provide notice of its intention to investigate Defendants' alleged violations within sixty-five
2 (65) calendar days of the January 23, 2023 postmarked date of the herein-described notice sent by
3 Plaintiffs to the LWDA and Defendants.

4 **FACTUAL BACKGROUND**

5 1. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have, at times, failed to pay overtime wages to Plaintiffs and Class Members,
7 or some of them, in violation of California state wage and hour laws as a result of, without limitation,
8 Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and
9 seven consecutive work days in a work week without being properly compensated for hours worked
10 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
11 worked on the seventh consecutive work day in a work week by, among other things, failing to
12 accurately track and/or pay for all minutes actually worked at the proper overtime rate of pay
13 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
14 by requiring Plaintiffs and Class Members: to come early to work and leave late work without being
15 able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking
16 in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out
17 for meal periods and continue working, to don and doff uniforms and/or safety equipment off the
18 clock, failing to include all forms of remuneration into the regular rate of pay for the pay periods
19 where overtime was worked and the additional compensation was earned for the purpose of
20 calculating the overtime rate of pay to the detriment of Plaintiffs and Class Members. In addition,
21 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

22 2. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have, at times, failed to pay minimum wages to Plaintiffs and Class Members,
24 or some of them, in violation of California state wage and hour laws as a result of, among other
25 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
26 rate of pay that is above the minimum wage engaging, suffering, or permitting employees to work
27 off the clock, including, without limitation, by requiring Plaintiffs and Class Members: : to come
28

1 early to work and leave late work without being able to clock in for all that time, to suffer under
2 Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in
3 and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don
4 and doff uniforms and/or safety equipment off the clock, failing to include all forms of remuneration
5 into the regular rate of pay for the pay periods where overtime was worked and the additional
6 compensation was earned for the purpose of calculating the overtime rate of pay to the detriment of
7 Plaintiffs and Class Members. For at least four (4) years prior to the filing of this Action and
8 continuing to the present, Defendants have, at times, failed to provide Plaintiffs and Class Members,
9 or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they
10 worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal
11 period for days on which they worked in excess of ten (10) hours in a work day, and failing to
12 provide compensation for such unprovided meal periods as required by California wage and hour
13 laws. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
14 1197.1, and 2699.

15 3. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to authorize and permit Plaintiffs and Class Members, or
17 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
18 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
19 California wage and hour laws. Defendants would also be liable for civil penalties pursuant to Labor
20 Code sections 558 and 2699.

21 4. For at least three (3) years prior to the filing of this action and continuing to the
22 present, Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the
23 full amount of their wages owed to them upon termination and/or resignation as required by Labor
24 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,
25 minimum wages, premium wages, and vacation pay pursuant to Labor Code section 227.3.
26 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

27 5. For at least one (1) year prior to the filing of this Action and continuing to the present,
28 Defendants have, at times, failed to furnish Plaintiffs and Class Members, or some of them, with

1 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
2 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
3 hours worked at each hourly rate; and other such information as required by Labor Code section
4 226, subdivision (a). As a result thereof, Defendants have further failed to furnish employees with
5 an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.
6 Defendants would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558 and
7 2699.

8 6. For at least one (1) year prior to the filing of this action and continuing to the present,
9 Defendants have, at times, failed to pay Plaintiffs and Class Members, or some of them, the full
10 amount of their wages for labor performed in a timely fashion as required under Labor Code section
11 204. Defendants are liable for civil penalties pursuant to Labor Code sections 558 and 2699.

12 7. For at least three (3) years prior to the filing of this action and continuing to the
13 present, Defendants have, at times, failed to indemnify Class Members, or some of them, for the
14 costs incurred laundering mandatory work uniforms. Defendants are liable for civil penalties
15 pursuant to Labor Code sections 558 and 2699.

16 8. For at least three (3) years prior to the filing of the action and continuing to the
17 present, Defendants have, at times, failed to return interest on deposits made by Plaintiffs and Class
18 Members, or some of them, for uniforms. Defendants are liable for civil penalties pursuant to Labor
19 Code sections 558 and 2699.

20 9. For at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
22 situated employees or former employees within the State of California with compensation at their
23 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.
24 Defendants are liable for civil penalties pursuant to Labor Code sections 558 and 2699.

25 10. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
26 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 227.3,
27 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section
28 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and

1 rest periods, failure to pay timely wages, waiting time penalties, wage statement penalties, failure
2 to indemnify work-related expenses, failing to pay vested vacation time at the proper rate of pay,
3 other such provisions of California law, and reasonable attorneys' fees and costs. Defendants are
4 liable for civil penalties pursuant to Labor Code sections 558 and 2699.

5 22. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to
6 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
7 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
8 appropriate and effective means to prevent further violations, as well as all monies owed but
9 withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as
10 restitution of amounts owed.

11 23. Plaintiffs, in their representative capacity, seek civil penalties under Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California
13 Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved Employees
14 pursuant to PAGA.

15 **CLASS ACTION ALLEGATIONS**

16 24. Plaintiffs brings this action on behalf of Plaintiffs and Class Members as a class
17 action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all
18 current and former non-exempt employees of Defendants within the State of California at any time
19 commencing four (4) years preceding the filing of Plaintiffs' complaint up until the time that notice
20 of the class action is provided to the class (collectively referred to as "Class Members").

21 25. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b)
22 to amend or modify the class description with greater specificity, further divide the defined class
23 into subclasses, and to further specify or limit the issues for which certification is sought.

24 26. This action has been brought and may properly be maintained as a class action under
25 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
26 of interest in the litigation and the proposed Class is easily ascertainable.

27 **A. Numerosity**

1 27. The potential Class Members as defined are so numerous that joinder of all the
2 members of the Class is impracticable. While the precise number of Class Members has not been
3 determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class
4 Members employed by Defendants within the State of California.

5 28. Accounting for employee turnover during the relevant periods necessarily increases
6 this number. Plaintiffs allege Defendants' employment records would provide information as to the
7 number and location of all Class Members. Joinder of all members of the proposed Class is not
8 practicable.

9 **B. Commonality**

10 29. There are questions of law and fact common to Class Members. These common
11 questions include, but are not limited to:

- 12 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
13 worked at a proper overtime rate of pay?
- 14 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
15 for all other time worked at the employee's regular rate of pay and a rate of pay that
16 is greater than the applicable minimum wage?
- 17 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
18 Class Members to take compliant meal periods?
- 19 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed or interrupted meal periods?
- 21 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
22 Class Members to take compliant rest periods?
- 23 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
24 with additional wages for missed rest periods?
- 25 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
26 Members upon termination or resignation all wages earned?
- 27 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
28 section 203?

- 1 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
2 Class Members with accurate wage statements?
- 3 J. Did Defendants fail to pay Class Members in a timely fashion as required under
4 Labor Code section 204?
- 5 K. Did Defendants fail to indemnify Class Members for all necessary expenditures or
6 losses incurred in direct consequence of the discharge of their duties or by obedience
7 to the directions of Defendants as required under Labor Code section 2802?
- 8 L. Did Defendants violate Labor Code section 227.3 by not providing Class Members
9 with compensation at their final rate of pay for vested paid vacation time.
- 10 M. Did Defendants violate the Unfair Competition Law, Business and Professions Code
11 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 12 N. Are Class Members entitled to restitution of wages under Business and Professions
13 Code section 17203?
- 14 O. Are Class Members entitled to costs and attorneys' fees?
- 15 P. Are Class Members entitled to interest?

16 **C. Typicality**

17 30. The claims of Plaintiffs herein alleged are typical of those claims which could be
18 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
19 by each Class Member in separate actions. Plaintiffs and Class Members sustained injuries and
20 damages arising out of and caused by Defendants' common course of conduct in violation of laws
21 and regulations that have the force and effect of law and statutes as alleged herein.

22 **D. Adequacy of Representation**

23 31. Plaintiffs will fairly and adequately represent and protect the interest of Class
24 Members. Counsel who represents Plaintiffs are competent and experienced in litigating wage and
25 hour class actions.

26 **E. Superiority of Class Action**

27 32. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and

1 questions of law and fact common to Class Members predominate over any questions affecting only
2 individual Class Members. Class Members, as further described therein, have been damaged and
3 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
4 violation of the Labor Code at times, as set out herein.

5 33. Class action treatment will allow Class Members to litigate their claims in a manner
6 that is most efficient and economical for the parties and the judicial system. Plaintiffs is unaware
7 of any difficulties that are likely to be encountered in the management of this action that would
8 preclude its maintenance as a class action.

9 **FIRST CAUSE OF ACTION**

10 **(Failure to Pay Overtime Wages – Against All Defendants)**

11 34. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 35. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
15 Wage Orders.

16 36. At all times relevant to this Complaint, Labor Code section 510 was in effect and
17 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
18 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
19 at the rate of no less than one and one-half times the regular rate of pay for an employee."

20 37. At all times relevant to this Complaint, Labor Code section 510 further provided that
21 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
22 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
23 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
24 pay."

25 38. Four (4) years prior to the filing of the Complaint in this Action through the present,
26 Plaintiffs and Class Members, at times, worked for Defendants during shifts that consisted of more
27 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
28 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a

1 result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours
2 actually worked at the proper overtime rate of pay engaging, suffering, or permitting employees to
3 work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: : to
4 come early to work and leave late work without being able to clock in for all that time, to suffer
5 under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before
6 clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue
7 working, to don and doff uniforms and/or safety equipment off the clock, failing to include all forms
8 of remuneration into the regular rate of pay for the pay periods where overtime was worked and the
9 additional compensation was earned for the purpose of calculating the overtime rate of pay to the
10 detriment of Plaintiffs and Class Members.

11 39. Accordingly, by requiring Plaintiffs and Class Members to, at times, work greater
12 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
13 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
14 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
15 applicable IWC Wage Orders, and California law.

16 40. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have
17 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
18 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
19 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

20 **SECOND CAUSE OF ACTION**

21 **(Failure to Pay Minimum Wages – Against All Defendants)**

22 41. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
23 preceding paragraphs as though fully set forth hereat.

24 42. At all relevant times, Plaintiffs and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

26 43. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and
27 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
28 Defendants' control.

44. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage engaged, suffered, or permitted employees to work off the clock, including, without limitation, by requiring Plaintiffs and Class Members: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to don and doff uniforms and/or safety equipment off the clock, failing to include all forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay to the detriment of Plaintiffs and Class Members. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

45. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

46. Plaintiffs realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

47. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

48. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30)

1 minutes in which the employee is relieved of all of his or her duties.

2 49. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
3 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
4 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate
5 of compensation for each workday that the meal period is not provided.

6 50. For four (4) years prior to the filing of the Complaint in this Action through the
7 present, Plaintiffs and Class Members were, at times, not provided complete, timely 30-minute,
8 duty-free uninterrupted meal periods every five hours of work without waiving the right to take
9 them, as permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay
10 at the Class Member's regular rate of compensation on the occasions that Class Members were not
11 provided compliant meal periods.

12 51. By their failure to provide Plaintiffs and Class Members compliant meal periods as
13 contemplated by Labor Code section 512, among other California authorities, and failing, at times,
14 to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
15 violated the provisions of Labor Code section 512 and applicable Wage Orders.

16 52. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
17 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
18 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

19 53. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
20 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
21 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
22 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

23 **FOURTH CAUSE OF ACTION**

24 **(Failure to Provide Rest Periods – Against All Defendants)**

25 54. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
26 preceding paragraphs as though fully set forth hereat.

27 55. At all relevant times, Plaintiffs and Class Members were employees or former
28 employees of Defendants covered by applicable Wage Orders.

1 56. California law and applicable Wage Orders require that employers “authorize and
2 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
3 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
4 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
5 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
6 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
7 thirty (30) minutes of paid rest period.

8 57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
9 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
10 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee’s
11 regular rate of compensation for each work day that the rest period is not provided.

12 58. For four (4) years prior to the filing of the Complaint in this Action through the
13 present, Plaintiffs and Class Members were, at times, not authorized or permitted to take complete,
14 timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction
15 thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
16 Member’s regular rate of compensation on the occasions that Class Members were not authorized
17 or permitted to take compliant rest periods.

18 59. By their failure, at times, to authorize and permit Plaintiffs and Class Members to
19 take rest periods contemplated by California law, and one (1) additional hour of pay at the
20 employee’s regular rate of compensation for such unprovided rest periods, as alleged above,
21 Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage
22 Orders.

23 60. As a result of Defendants’ unlawful conduct, Plaintiffs and Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for rest periods that they were not authorized or permitted to take.

26 61. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid
27 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
28 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,

1 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

2 **FIFTH CAUSE OF ACTION**

3 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

4 62. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
5 preceding paragraphs as though fully set forth hereat.

6 63. At all relevant times, Plaintiffs and Class Members were employees or former
7 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
8 Wage Orders.

9 64. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were
10 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
11 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
12 discharge immediately upon termination. Class Members who resigned were entitled to payment
13 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
14 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
15 unpaid at the time of resignation.

16 65. Plaintiffs are informed and believe, and based thereon alleges, that in the three (3)
17 years before the filing of the Complaint in this Action through the present, Defendants, due to the
18 failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiffs and Class
19 Members all wages earned prior to resignation or termination in accordance with Labor Code
20 sections 201 or 202.

21 66. Plaintiffs are informed and believe Defendants' failure, at times, to pay Plaintiffs and
22 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
23 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs
24 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
25 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
26 sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination
27 or resignation..

28 67. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to

1 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
2 resignation, until paid, up to a maximum of thirty (30) days.

3 68. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
4 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
5 prior to termination or resignation.

6 69. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
7 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover
8 waiting time penalties, interest, and their costs of suit, as well.

9 **SIXTH CAUSE OF ACTION**

10 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

11 70. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 71. At all relevant times, Plaintiffs and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

15 72. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members
16 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
17 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
18 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
19 number of hours worked at each hourly rate among other things.

20 73. Plaintiffs are informed and believe, and based thereon alleges, that in the one (1) year
21 before the filing of the Complaint in this Action through the present, Defendants failed to comply
22 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
23 failure, at times, to furnish Plaintiffs and Class Members with accurate itemized statements that
24 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
25 all applicable hourly rates in effect during the pay period and the corresponding number of hours
26 worked at each hourly rate among other things.

27 74. Defendants' failure to, at times, provide Plaintiffs and Class Members with accurate
28 wage statements was knowing, intentional, and willful. Defendants had the ability to provide

1 Plaintiffs and the other Class Members with accurate wage statements, but, at times, willfully
2 provided wage statements that Defendants knew were not accurate.

3 75. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have
4 suffered injury. The absence of accurate information on Class Members' wage statements at times
5 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
6 mathematical computations to determine the amount of wages owed; causes difficulty and expense
7 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
8 about wages and amounts deducted from wages to state and federal governmental agencies, among
9 other things.

10 76. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs and Class Members
11 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
12 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
13 pay period, not to exceed an aggregate \$4,000.00 per employee.

14 77. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
15 Procedure section 1032, Civil Code section 3287, Plaintiffs and Class Members are entitled to
16 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
17 attorneys' fees, and costs of suit.

18 **SEVENTH CAUSE OF ACTION**

19 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

20 78. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and
21 incorporate each by reference as though fully set forth hereat.

22 79. At all relevant times, Plaintiffs and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

24 80. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th
25 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month
26 during which the labor was performed, and labor performed between the 16th and the last day,
27 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
28 month."

81. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

82. Plaintiffs is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this Action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiffs and Class Members in accordance with Labor Code section 204.

83. Pursuant to Labor Code section 210, Plaintiffs and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

84. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

85. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

86. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

87. Labor Code section 2802, subdivision (a) 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 . . .”

88. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: laundering mandatory work uniforms and utilizing their personal tools for completing job tasks.

89. During that time period, Plaintiffs is informed and believes, and based thereon allege that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiffs sand Class Members for those losses and/or expenditures.

90. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

91. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Violation of Labor Code § 227.3 – Against All Defendants

92. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereon.

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

94. Plaintiffs are informed and believe, and based thereon allege that, at all times relevant hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and that Plaintiffs' employment contract with Defendants included paid vacations.

95. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendants have had a consistent policy of failing to provide Plaintiffs and similarly
2 situated employees or former employees within the State of California with compensation at their
3 final rate of pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

4 96. As a proximate result of Defendants' failure to pay vested vacation at the final rate
5 of Plaintiffs and Class Members upon their resignation or termination, Defendants violated Labor
6 Code section 227.3, entitling Plaintiffs and Class Members to all vested and unused vacation pay at
7 their final rate of pay, as set out in Defendants' policy or the contract of employment between
8 Plaintiffs and Class Members, on the one hand, and Defendants, on the other hand.

9 97. As a further proximate result of Defendants' above-described acts and/or omissions,
10 Plaintiffs and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
11 prejudgment interest.

12 **TENTH CAUSE OF ACTION**

13 **(Unfair Competition – Against All Defendants)**

14 98. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
15 preceding paragraphs as though fully set forth hereat.

16 99. Plaintiffs is informed and believes, and based thereon alleges that the unlawful
17 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
18 and Professions Code section 17200. Due to their unlawful business practices in violation of the
19 Labor Code, Defendants have gained a competitive advantage over other comparable companies
20 doing business in the State of California that comply with their obligations to compensate employees
21 in accordance with the Labor Code.

22 100. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class
23 Members have suffered injury in fact and lost money or property.

24 101. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class
25 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
26 Code and requiring the establishment of appropriate and effective means to prevent further
27 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
28 including interest thereon, in which they had a property interest and which Defendants nevertheless

1 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
2 to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly
3 enriched by their failure to comply with the Labor Code.

4 102. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil
5 Procedure section 1032 and interest under Civil Code section 3287.

6 **TENTH CAUSE OF ACTION**

7
8 **(Civil Penalties under the Private Attorneys General Act (2004) – Against All Defendants)**

9 103. Plaintiffs reallege and incorporate by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

11 **Civil Penalties Under Labor Code § 210**

12 104. At all relevant times herein, Labor Code section 204, requires and required that:
13 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
14 between the 16th and 26th day of the month during which the labor was performed, and labor
15 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
16 between the 1st and 10th day of the following month.”

17
18 105. At all relevant times herein, Labor Code section 210, subdivision (a) states and
19 stated that “[i]n addition to, and entirely independent and apart from, any other penalty provided in
20 this article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
21 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
22 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

25 106. At all relevant times herein, Defendants have had a consistent policy or practice of
26 failing to pay Plaintiffss and/or Aggrieved Employees during their employment on a timely basis as
27 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffss and other
28 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor

1 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
2 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
3 for each subsequent violation in connection with each payment that was made in violation of Labor
4 Code section 204.

5 //

6 Civil Penalties Under Labor Code § 226.3

7 107. Defendants had and have a policy or practice of failing to comply with Labor Code
8 section 226, subdivision (a) by intentionally failing to furnish Plaintiffss and Aggrieved Employees
9 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
10 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate; and other such information as required
12 by Labor Code section 226, subdivision (a).

13 108. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
14 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
15 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
16 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
17 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

18 109. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
19 this section are in addition to any other penalty provided by law.”

20
21 110. Plaintiffss are informed and believe, and based thereon allege, that Defendants had and
22 have a policy or practice of failing to furnish non-exempt employees, including, without limitation,
23 Plaintiffss, itemized wage statements that accurately reflect: reflect gross wages earned; total hours
24 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
25 corresponding number of hours worked at each hourly rate; and other such information as required
26 by Labor Code section 226, subdivision (a).

27
28 111. Pursuant to Labor Code section 226.3, Plaintiffss and other Aggrieved Employees are

1 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
2 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
3 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
4 period for each subsequent violation.

5
6 Violation of Labor Code § 558

7 112. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
8 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
9 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
10 penalty as follows:

11 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
12 for each pay period for which the employee was underpaid in addition to an amount sufficient to
13 recover underpaid wages;

14 (2) For each subsequent violation, one hundred dollars (\$100) for each
15 underpaid employee for each pay period for which the employee was underpaid in addition to an
16 amount sufficient to recover underpaid wages;

17 (3) Wages recovered pursuant to this section shall be paid to the affected
18 employee.

19
20 113. Plaintiffss are informed and believe, and based thereon allege, that Defendants, and each
21 of them, violated, or caused to be violated, the Labor Code sections described herein, including
22 causing Plaintiffss and other Aggrieved Employees not to: be paid with the rates of pay and overtime
23 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
24 regular payday designated by Employer, the name of the employer, including any "doing business
25 as" names used, the name, address and telephone number of the workers' compensation insurance
26 carrier, information regarding paid sick leave, and other pertinent information.

27
28 114. As a direct and proximate result of the herein-described Labor Code violations, pursuant

1 to Labor Code section 558, Plaintiffss and other Aggrieved Employees are entitled to recover civil
2 penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars (\$50)
3 for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars (\$100)
4 for each Aggrieved Employee per pay period for each subsequent violation.

5
6 Violation of Labor Code § 1174.5

7 115. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
8 every person employing labor in California to “[a]llow any member of the commission or the
9 employees of the Division of Labor Standards Enforcement free access to the place of business or
10 employment of the person to secure any information or make any investigation that they are
11 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
12 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
13 or papers of the person.”

14 116. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
15 every person employing labor in California to “[k]eep a record showing the names and addresses of
16 all employees employed and the ages of all minors.”

17 117. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
18 every person employing labor in California to “[k]eep, at a central location in the state or at the
19 plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
21 piece rate paid to, employees employed at the respective plants or establishments. These records
22 shall be kept in accordance with rules established for this purpose by the commission, but in any
23 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
24 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
25 earned.”
26
27

28 118. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully

1 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
2 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
3 member of the commission or employees of the division to inspect records pursuant to subdivision
4 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

5 119. Plaintiffss are informed and believe, and based thereon allege, that Defendants have
6 willfully failed keep adequate or accurate time records including wage statements and similar
7 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
8 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
9 under Labor Code section 1174.
10

11 120. As a direct and proximate result of the herein-described Labor Code violations, pursuant
12 to Labor Code section 1174.5, Plaintiffss and other Aggrieved Employees are entitled to recover
13 civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred
14 dollars (\$500) per violation per Aggrieved Employee.
15

16 Violation of Labor Code § 1197.1

17 121. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or
18 other person acting either individually or as an officer, agent, or employee of another person, who
19 pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable
20 state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of
21 wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant
22 to Section 203 as follows:

23 A. For any initial violation that is intentionally committed, one hundred dollars
24 (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This
25 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
26 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 B. For each subsequent violation for the same specific offense, two hundred fifty
28 dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid

1 regardless of whether the initial violation is intentionally committed. This amount shall be in
2 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
3 1194.2, and any applicable penalties imposed pursuant to Section 203.

4 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
5 Section 203, recovered pursuant to this section shall be paid to the affected employee.”

6 122. Plaintiffss are informed and believe, and based thereon allege, that Defendants caused
7 Plaintiffss and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
8 without limitation, routinely failing to pay Plaintiffss or other Aggrieved Employees’ to pay
9 minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual
10 and liquidated damages.

11 123. As a direct and proximate result of the herein-described Labor Code violations, pursuant
12 to Labor Code section 1197.1, Plaintiffss and other Aggrieved Employees are entitled to recover
13 civil penalties for Defendants’ herein-described Labor Code violations in the amount one hundred
14 dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred
15 and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.
16

17 Civil Penalties Under Labor Code § 2699
18

19 124. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
20 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
21 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
22 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
23 action brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures specified in Labor Code section 2699.3.
25

26 125. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
27 Code except those for which a civil penalty is specifically provided, the established civil penalty for
28

1 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
2 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
3 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation.

5 126. Plaintiffss are informed and believe, and based thereon allege that Defendants, and each
6 of them, violated the Labor Code sections described herein, including, without limitation, for the
7 failure to: pay the rates of pay and overtime rates of pay applicable to their employment, allowances
8 claimed as part of the minimum wage, the regular payday designated by Defendants, the name of
9 the employer, including any “doing business as” names used, the name, address and telephone
10 number of the workers’ compensation insurance carrier, information regarding paid sick leave, and
11 other pertinent information required to be disclosed by Employer under Labor Code section 2810.5,
12 failing to provide Employee and other aggrieved employees with the amount of paid sick leave
13 required to be provided pursuant to California and local laws.

14 127. Moreover, Plaintiffss and other Aggrieved Employees within the State of California
15 whom he seeks to represent are entitled to an award of reasonable attorneys’ fees and costs in
16 connection with their herein-described claims for civil penalties.
17
18
19

20 **DEMAND FOR JURY TRIAL**

21 128. Plaintiffs demands a trial by jury on all causes of action contained herein.
22

23 **PRAYER**

24 WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs prays for judgment
25 against Defendants as follows:

- 26 A. An order certifying this case as a Class Action;
27 B. An Order appointing Plaintiffs as Class representative and appointing Plaintiffs’
28 counsel as class counsel;

- 1 C. Damages for all wages earned and owed, including minimum and overtime wages
2 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
3 1194, 1197 and 1199 and 227.3;
- 4 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 5 E. Damages for unpaid premium wages from missed meal and rest periods under,
6 among other Labor Code sections, 512, 558.1 and 226.7;
- 7 F. Penalties for inaccurate wage statements under Labor Code sections 226,
8 subdivision (e) and 558.1;
- 9 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 10 H. Penalties to timely pay wages under Labor Code section 210;
- 11 I. Damages under Labor Code sections 2802 and 558.1;
- 12 J. Preliminary and permanent injunctions prohibiting Defendants from further
13 violating the California Labor Code and requiring the establishment of appropriate
14 and effective means to prevent future violations;
- 15 K. Restitution of wages and benefits due which were acquired by means of any unfair
16 business practice, according to proof;
- 17 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 18 M. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 227.3, 558,
19 1174.5, 1187.1, and 2699;
- 20 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
21 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 22 O. For attorneys' fees in prosecuting this action;
- 23 P. For costs of suit incurred herein; and
- 24 Q. For such other and further relief as the Court deems just and proper.

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Dated: March 5, 2025

BIBIYAN LAW GROUP, P.C.

/s/ Vedang J. Patel

BY: _____
VEDANG J. PATEL

Attorneys for Plaintiffs, on behalf of themselves and all
others similarly situated and aggrieved

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On March 6, 2025, I caused a true and correct copy of the foregoing document(s) described as **SECOND AMENDED COMPLAINT** to be served by electronic transmission via Case Anywhere to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

Robert G. Loewy
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Aliso Viejo, California 92656
949-468-7150
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Counsel for Defendant INDUSTRIAL FIELD SERVICES INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 6, 2025, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria