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Attorneys for Plaintiffs, JOSE LEPE, JOSEPH FARR, and MAURICIO MENDOZA, on behalf of themselves and all others similarly situated,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT

JOSE LEPE, JOSEPH FARR, AND MAURICIO MENDOZA, Individuals, on behalf of themselves and all others similarly situated;

Plaintiffs,

v.

A. ALLBRIGHT, INC., and DOES 1 through 50 inclusive,

Defendants.

Case No.: 23STCV17565

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay Minimum Wage and Overtime Wages in Violation of Labor Code Sections 510 and 1194(a);
2. Failure to Provide Meal Periods in Violation of Labor Code Sections 226.7 and 512;
3. Failure to Provide Rest Periods in Violation of Labor Code Sections 226.7 and 512;
4. Failure To Reimburse For Necessary Expenditures in Violation of Labor Code Section 2802(a);
5. Failure to Pay Wages Upon Termination in Violation of Labor Code Section 203;
6. Failure to Provide Accurate Wage Statements in Violation of Labor Code Section 226 and 1198.5; and
7. Unfair Competition (Business and Professions Code § 17200 et seq.);
8. Violation of the California Labor Code Private Attorneys General Act (Cal. Labor Code, § 2698, et seq.).

DEMAND FOR JURY TRIAL

Plaintiffs JOSE LEPE (“Lepe”), JOSEPH FARR (“Farr”), and MAURICIO MENDOZA (“Mendoza”) (Plaintiffs Lepe, Farr, and Mendoza are hereinafter collectively referred to as “Plaintiffs”) on behalf of themselves and all others similarly situated, complain and allege as follows:

I.

INTRODUCTION

1. This is a class action brought on behalf of Plaintiffs and the class they seek to represent ("Plaintiff Class"), as defined herein, as all non-exempt employees employed by or formerly employed by Defendant A. ALLBRIGHT, INC. (herein referred to as “Defendant”). The “Plaintiff Class” consists of all non-exempt employees employed by or formerly employed by Defendant within the State of California who are California Citizens at the time of the filing of this Complaint.

2. The “Class Period” is defined as the four (4) years prior to the filing of the Complaint through the date the final judgment is entered. Plaintiffs reserve the right to amend this Complaint to reflect a different Class Period as further discovery is conducted.

3. The “PAGA Period” is defined as one (1) year prior to the filing of Plaintiffs’ notice of Defendant’s Labor Code violations under the Private Attorney General Act (“PAGA”) (Cal. Labor Code § 2698, et seq.) with the Labor Workforce Development Agency (“LWDA.”) Plaintiffs’ notice is attached hereto as Exhibit A and was filed on January 7, 2023. The PAGA Period is from January 7, 2022, through the date of judgment. The PAGA Class is defined as all similarly aggrieved employees during the PAGA Period. Plaintiffs seek penalties under PAGA on behalf of all similarly aggrieved employees for Defendant’s Labor Code violations as stated herein.

4. Plaintiffs individually, and on behalf of the class they seek to represent, seek relief against Defendant for (1) failure to pay all wages due, including minimum, regular, and overtime wages as a result of Defendant’s policy of improperly paying its non-exempt hourly employees; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to reimburse for necessary expenditures; (5) failure to provide accurate wage statements; and (6) failure to pay wages upon ending employment of terminated or resigned employees. Plaintiffs further seek

equitable remedies in the form of declaratory relief and relief under Business and Professions Code section 17200 et seq. for unfair business practices as well as civil penalties for violation of the Private Attorneys General Act.

5. Each of the Plaintiff Class members are identifiable, current, and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Class Period, at all relevant times herein, Defendant, has consistently maintained and enforced against Plaintiff Class the unlawful practices and policies described herein.

II.

JURISDICTION AND VENUE

6. Venue is proper in this Judicial District and the County of Los Angeles because the Defendant maintained its location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff JOSEPH FARR and members of the proposed class made the subject of this action in the County of Los Angeles, California.

7. The California Superior Court has jurisdiction in the matter because the individual claims are under the Seventy-Five Thousand Dollar ($75,000.00) jurisdictional threshold for Federal Court and upon information and belief Plaintiff is a resident of and/or domiciled in the State of California.

8. Further, there is no federal question at issue as the issues herein are based solely on California Statutes and laws including the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil Procedure, Rule of Court, and Business and Professions Code.

III.

THE PARTIES

A. The Plaintiffs

9. Plaintiff, JOSE LEPE, is a resident of Los Angeles County and was employed by Defendant as a Painter from on or about January 4, 2021, through September 16, 2022, in the County of Los Angeles at various times herein relevant. Plaintiff was employed by the Defendant in a non-exempt hourly position.

10. Plaintiff, JOSEPH FARR, is a resident of Orange County and was employed by Defendant as a Supervisor from on or about October 30, 2019, through March 2021, in the County of Los Angeles at various times herein relevant. Plaintiff was employed by the Defendant in a non-exempt hourly position.

11. Plaintiff, MAURICIO MENDOZA, is a resident of Los Angeles County and was employed by Defendant as a Painter from on or about June 2020 through approximately Mary 2022, in the County of Los Angeles at various times herein relevant. Plaintiff was employed by the Defendant in a non-exempt hourly position.

12. Plaintiffs at various relevant times herein, were employees of the Defendant and entitled to compensation for all hours worked and wages earned, minimum and overtime compensation, meal and rest period premiums, unreimbursed business expenses and penalties from Defendant. Plaintiffs were employed by the Defendant during the Class Period in non-exempt hourly positions. Each of the Plaintiff Class members is identifiable, current and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Class Period.

B. The Defendants

13. Plaintiffs are informed and believe, and based thereon allege that, A. ALLBRIGHT, INC., is a California Corporation doing business in the state of California and is and/or was the employer of the Plaintiffs and Plaintiff Class during the Class Period. During the liability period, Defendant employed Plaintiffs and similarly situated persons and failed to pay Plaintiffs and Plaintiff Class for all hours worked and wages earned including minimum wage, overtime premium for overtime hours worked, failed to provide lawful meal and rest periods or compensation in lieu thereof, failed to provide reimbursement for necessary expenditures, failed to provide accurate itemized wage statements, and failed to pay due and owing wages upon ending of employment for employees within California. On information and belief and based thereon alleges that Defendant is conducting business in good standing in California.

14. Plaintiffs are ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,

inclusive, but on information and belief allege that said Defendants are legally responsible for (1) failure to pay all wages due; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to reimburse for necessary expenditures; (5) failure to provide accurate wage statements; and (6) failure to pay wages upon ending employment to Plaintiffs and the Plaintiff Class members by virtue of their unlawful practices, and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

15. Plaintiffs are informed and believe, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant legally attributable to the other Defendant.

IV.

GENERAL ALLEGATIONS

16. During all, or a portion of the Class Period, Plaintiffs and each member of the Plaintiff Class were employed by Defendant and each of them, in the State of California.

17. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more Industrial Welfare Commission (IWC) Wage Orders, the Labor Code, and/or other applicable wage orders, regulations and statutes, and each Plaintiffs and Plaintiff Class members were not subject to an exemption for executive, administrative and professional employees.

18. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Labor Code section 510 which imposed obligations on the part of the Defendant to pay Plaintiffs and Plaintiff Class members lawful overtime compensation at one and a half times (1 ½) the employee's regular hourly rate for all hours worked in excess of eight (8) hours daily and/or forty (40) hours weekly, and double-time for hours worked in excess of twelve (12) in one day.

19. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code section 1194 which provides that

notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of their overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

20. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code sections 226.7 and 512 which require that Defendant provide Plaintiffs and Plaintiff Class with timely thirty-minute meal periods for shifts of at least five (5) hours and a second thirty (30) minute meal period for shifts of at least ten (10) hours, during which employees are relieved of all duties, interruptions and free to leave the premises.

21. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code sections 226.7 and 512 which require that Defendant provide Plaintiffs and Plaintiff Class with timely ten-minute rest periods for every four (4) hours or major fraction thereof worked.

22. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code section 2802 which requires that Defendant provide Plaintiffs and Plaintiff Class with reimbursements for all work-related business expenditures for which Plaintiffs or Plaintiff Class were required to pay with their own wages.

23. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code sections 201 which requires an employer to provide all wages owed and due to the employee at the time the employee's employment relationship is terminated.

24. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under one or more IWC Wage Orders, and Code sections 226 and 1174.5 which require an employer to keep accurate and detailed records of concerning employee records, wages, and daily hours worked.

25. Plaintiffs and each of the Plaintiff Class members were non-exempt employees covered under Business and Professions Code section 17203 which provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction.

26. During the Class Period, the Defendant and each of them, failed to compensate Plaintiffs and Plaintiff Class at the legally required rate of pay with respect to meeting the requirements of paying wages earned, including, minimum, overtime, double-time, and remuneration when calculating the employees' regular rate of pay. Defendant intentionally excluded remuneration of non-discretionary "bonus" pay that must be included in all employees' regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the Labor Code and the order issued by the IWC.

27. During the Class Period, Defendant, and each of them, incorporated a company practice of paying earned wages for all hours scheduled, but not for all hours worked. Despite the fact that Defendant's records reflect employees worked beyond their scheduled 8-hour shift, they were not paid for their time worked beyond their regularly scheduled shift. Further, Plaintiffs and Plaintiff Class Members were required to complete additional tasks beyond their scheduled shift before leaving for the day, without compensation for time spent completing these tasks.

28. Defendant's time records are highly suspect because they reflect that Plaintiffs started and ended every shift at the exact same time despite the fact that Plaintiffs and Plaintiff Class Members were required to work at different site locations that varied greatly in distance and time spent to reach their worksite. Regardless of the time and distance driven to reach a work site, Plaintiffs and Plaintiff Class were not compensated for the time spent driving to reach their work sites, despite that some work sites were at far-out locations.

29. In some instances, Plaintiffs and Plaintiff Class Members originally had a 30-40 minute drive to and from home and their work site, and were then directed to work sites that required a 1-2 hour drive each way. Defendant failed to compensate Plaintiffs and Plaintiff Class for this additional drive time at the beginning and end of each scheduled shift and this additional drive time must be paid by the Defendant as this down time was incurred at the direction and demand of Defendant.

30. Further, Plaintiffs and Plaintiff Class were required to wash Defendant's uniforms, which were soiled with paint and other materials used in the process of performing their job duties, separate from their regular clothing to avoid cross contamination with their personal clothing.

31. Defendant’s practice of failing to compensate Plaintiffs and Plaintiff Class for all time worked resulted in Plaintiffs and Plaintiff Class Members to forgo their earned wages.

32. Defendant’s time records reflect that an automatic deduct policy is being used for tracking employee meal periods regardless of the time Plaintiffs and Plaintiff Class actually take their lunch.

33. During the Class Period, Defendant, and each of them, incorporated a company practice of failing and/or refusing to schedule Plaintiffs and Plaintiff Class Members in an overlapping manner so as to reasonably provide lawful and timely meal periods and/or shift relief. Instead of providing Plaintiffs and Plaintiff Class Members with lawful meal periods, they were only allowed meal periods when permitted by circumstances surrounding their work. As a result, Plaintiffs and Plaintiff Class Members suffered interrupted meal periods or late meal periods. Defendant’s failure and/or refusal to provide such meal periods within the statutory time frame entitles Plaintiffs and Plaintiff Class Members to one (1) hour's pay at the employees' regular hourly rate as premium compensation.

34. During the Class Period, Defendant, and each of them, incorporated a company practice of “stacking” meal and rest periods into a single lunch period in violation of California law. Plaintiffs and Plaintiff Class Members were never scheduled for separate ten-minute rest periods as a result of Defendants company policy of only providing a single lunch break period.

35. During the Class Period, Defendant, and each of them, incorporated a company practice of requiring Plaintiffs and Plaintiff Class Members to use their own personal vehicles in performance of their job duties without mileage reimbursement. Defendant required Plaintiffs and Plaintiff Class Members to drive distances of varying lengths, well beyond their normal drive to work, without reimbursement for their mileage driven.

36. Plaintiffs and Plaintiff Class Members were initially employed to drive approximately 10-15 miles from their home base, but were then required to drive eighty (80) miles or more roundtrip to work sites. When Plaintiffs and Plaintiff Class Members complained and/or sought mileage reimbursement for their miles driven to distant locations, Defendant would retaliate

by sending them further away and continuously failed to provide them with mileage reimbursement in violation of California law.

37. During the Class Period, Defendant, and each of them, incorporated a company practice of requiring Plaintiffs and Plaintiff Class Members to purchase, maintain and launder their own uniforms. Specifically, Defendants initially provided one set of uniforms to Plaintiffs and Plaintiff Class Members. However, as detailed in Defendant's Employee Handbook, uniforms had to be kept in a presentable and clean manner. As painters, this necessitated that Plaintiffs and Plaintiff Class Members continuously launder and maintain company uniforms at their own expense. Inevitably, the paint would stain their unforms beyond repair and they were forced to purchase new uniforms at their own expense to keep up with company policy. These uniforms shirts with Defendant's logo were purchased by Plaintiffs and Plaintiff Class Members from Defendant at a cost of approximately five dollars ($5.00) per short sleeve shirt and eight dollars ($8.00) per long sleeve shirt.

38. Further, Defendant failed to reimburse Plaintiff and Plaintiff Class for the use of their personal cell phones used in carrying out their job duties.

39. During the Class Period, the Defendant and each of them, failed to provide Plaintiffs and Plaintiff Class Members with the above due compensation for all hours worked, including overtime compensation and meal and/or rest period premiums, reimbursement for necessary expenditures, and failed to timely compensate them upon the termination of their employment.

40. During the Class Period, the Defendant and each of them, as a result of Defendant's failure to provide Plaintiffs and Plaintiff Class Members with all wages earned as described herein, also failed to provide them with accurate itemized wage statements listing the accurate net and gross wages earned, total hours worked, and all applicable hourly rates and the corresponding number of hours worked at each hourly rate by the employee.

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V.

ADMINISTRATIVE PREREQUISITE

41. Prior to filing this Complaint, On January 7, 2023, Plaintiffs gave written notice by electronic filing to the Labor Workforce Development Agency ("LWDA") (LWDA Case No. LWDA-CM-928095-23) and by certified mail to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations as required by Labor Code section 2699.3.

42. A true and correct copy of Plaintiffs' letter sent to the LWDA and Defendant, dated January 7, 2023, and the subsequent amendments are attached hereto as Exhibit A. As of the filing of this complaint, LWDA has not responded.

43. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving notice to the Labor Workforce Development Agency ("LWDA") and the employer of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice.

44. As of March 8, 2023, the 65-day statutory waiting period has expired and Plaintiffs have not received a letter of intent to investigate from LWDA. Therefore, Plaintiffs institute this current action for violations of the Labor Code under PAGA.

VI.

CLASS ALLEGATIONS

45. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure section 382 on behalf of themselves and all other similarly situated persons in the Plaintiff Class Members, which is composed of and defined as follows:

a. **Class 1: "Failure to Pay All Wages Due to Bonus Remuneration."**

All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not paid all wages due to them, including but not limited to minimum and/or overtime wages as a result of Defendant excluding remuneration of "bonus" pay that must be included in all employees' regular rate of pay resulting in failure to pay overtime wages;

b. **<u>Class 2: "Failure to Pay All Wages Due to Off the Clock Drive Time."</u>** All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not paid all wages due to them, including but not limited to minimum and/or overtime wages as a result of Defendant's policy of not compensating employees for time spent driving to and from various work sites, thereby causing non-exempt employees to work without compensation for regular and overtime wages;

c. **<u>Class 3: "Failure to Pay All Wages Due to Off the Clock Work."</u>** All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not paid all wages due to them, including but not limited to minimum and/or overtime wages as a result of Defendant's policy of failing to compensate employees for time spent working beyond their scheduled shifts including before their shift, during meal periods, and/or beyond the end of their shift, thereby causing non-exempt employees to work without compensation for regular and overtime wages;

d. **<u>Class 4: "Failure to Pay All Wages Due to Washing Defendant's Uniform Off the Clock."</u>** All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not paid all wages due to them, including but not limited to minimum and/or overtime wages as a result of Defendant's policy of requiring employees to wash Defendant's work uniform off the clock, resulting in a failure to compensate non-exempt employees properly for all the time they have actually worked, thereby causing non-exempt employees to work without compensation for regular and overtime wages;

e. **<u>Class 5: "Failure to Provide Meal Periods"</u>**

All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not provided legally complaint meal period of at least thirty (30) minutes for each five (5) hours of work, and/or a second meal period for a shift longer than ten (10) hours in length, pursuant to California law;

f. **<u>Class 4: "Failure to Provide Rest Breaks"</u>**

All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who did not receive, or were not afforded, or were not authorized or permitted, a rest period of at least ten (10) consecutive minutes for each four (4) hours or major fraction thereof pursuant to California law;

g. **<u>Class 5: "Reimbursement Class"</u>**

All persons who are employed or have been employed by Defendants in the State of California who, were not reimburse for all necessary business expenditures incurred in performing their job duties;

h. **<u>Class 6: "Waiting Time Class"</u>**

All current and former California hourly non-exempt employees who worked for Defendant during the Class Period, who have been terminated or resigned, and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties deriving from wages; and

i. **<u>Class 7: "Failure to Furnish Accurate Itemized Wage Statements"</u>**

All current and former California hourly non-exempt employees who work or worked for Defendant during the Class Period to be determined and who were not provided pay stubs that complied with Labor Code section 226;

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46. Plaintiffs reserve the right under Rule 3.765, California Rules of Court, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

47. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the Court.

48. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure section 382 because:

a) The questions of law and fact common to the Plaintiff Class predominate over any question affecting only individual members;

b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Plaintiff Class;

c) The Plaintiff Class is so numerous that it is impractical to bring all members of the Class before the Court;

d) and the other members of the Plaintiff Class will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;

e) There is a community of interest in obtaining appropriate legal and equitable relief for the common law and statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which Defendant's actions have inflicted upon the Plaintiff Class;

f) There is a community of interest in ensuring that the combined assets and available insurance of the Defendant are sufficient to adequately compensate members of the Plaintiff Class for the injuries sustained;

g) Without class certification, the prosecution of separate actions by individual members of the Plaintiff Class would create a risk of:

    1) Inconsistent or varying adjudications with respect to individual members of the Plaintiff Class which would establish an incompatible standard of conduct for the Defendant; and/or

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible for Defendant; and

h) Defendant has acted or refused to act on grounds generally applicable to the Plaintiff Class, thereby making final injunctive relief appropriate with respect to the Class as a whole.

VII.

<u>FIRST CAUSE OF ACTION</u>

Failure To Pay Minimum Wage And Overtime Wages

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

49. Plaintiffs and Plaintiff Class fully re-allege and incorporate by reference the allegations in the preceding paragraphs.

50. Labor Code section 510 provides that employers must compensate employees at a rate of time and a half for all hours worked in excess of eight (8) hours daily and/or forty (40) hours weekly.

51. Labor Code section 1194 provides that an employee who has not been paid at the statutory overtime rates is entitled to recover damages of the unpaid wages plus interest thereon as well as associated attorney’s fees and costs.

52. Plaintiffs and Plaintiff Class members regularly worked over eight (8) hours daily and forty (40) hours weekly without being compensated at the statutory overtime rate. Specifically, Defendant incorporated a company practice of only paying employees’ wages for hours scheduled as opposed to wages for all hours worked.

53. During the Class Period, Defendant, and each of them, incorporated a company practice of paying earned wages for all hours scheduled but not for all hours worked. Despite the

fact that Defendant's records reflect employees worked beyond their scheduled 8-hour shift, they were not paid for their work beyond their regularly scheduled shift. Further, Plaintiffs and Plaintiff Class Members were required to complete additional tasks beyond their scheduled shift before leaving for the day, without compensation for time spent completing these tasks.

54. Defendant's time records are highly suspect because they reflect that Plaintiffs started and ended every shift at the exact same time despite that Plaintiffs and Plaintiff Class Members were required to work at different site locations that varied greatly in distance and time spent to reach each work site. Regardless of the time and distance driven to reach a work site, Plaintiff and Plaintiff Class were not compensated for time spent driving to reach their work sites, even when work sites were at far-out locations.

55. In some instances, Plaintiffs and Plaintiff Class Members originally had a 30–40 minute drive to and from home, and their work site were then directed to work sites that required a 1-2 hour drive each way.

56. Defendant failed to pay Plaintiffs and Plaintiff Class Members, overtime wages for all hours worked in excess of over eight (8) hours per day and forty (40) hours per week at the direction of Defendant. Defendant willfully violated the Labor Code when Defendant failed to pay Plaintiffs and Plaintiff Class the legally mandated wage rates for all hours worked. Instead, Defendant paid Plaintiffs and Plaintiff Class based on scheduled shifts provided by Defendant, which resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked, thereby causing Plaintiffs and Plaintiff Class members to work in excess of eight (8) hours per day and/or forty (40) hours per week. As such Plaintiffs and Plaintiff Class seek overtime in an amount according to proof.

57. Pursuant to Labor Code section 1194, the Plaintiffs and Plaintiff Class seek the payment of all overtime compensation which they earned and accrued four (4) years prior to filing this complaint, according to proof.

58. Defendant has regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, including, overtime, double-time, and remuneration when calculating the employees' regular rate of pay, as herein before alleged. Defendant has

intentionally excluded remuneration that must be included in all employees' regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the Labor Code and the order issued by the IWC. Specifically, Defendant failed to include all remuneration paid to Plaintiffs and Plaintiff Class when computing their hourly rates of pay resulting from Defendant's failure to do a weighted average and include all remuneration paid to Plaintiffs and Plaintiff Class for non-discretionary bonus and other types of remuneration, which are not statutory exclusions when calculating Plaintiff's and Plaintiff Class' regular rate for purposes of overtime payments in violation of Labor Code sections 510 and 1194.

59. Additionally, Plaintiffs and Plaintiff Class members are entitled to attorneys' fees, costs, pursuant to California Labor Code section 1194 and prejudgment interest.

<u>SECOND CAUSE OF ACTION</u>

Failure to Provide Meal Periods or Compensation in Lieu Thereof

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

60. The Plaintiffs and Plaintiff Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

61. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second meal period of not less than thirty (30) minutes.

62. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with the Labor Code.

63. Defendant failed to schedule Plaintiffs and similarly situated persons in an overlapping manner so as to reasonably ensure that Plaintiffs and Plaintiff Class could take and/or receive such meal periods uninterrupted and within the statutory timeframe. As a result, Plaintiffs and Plaintiff Class were often forced to forego a timely, uninterrupted meal period and/or work

during their meal period. In so doing, Defendant has intentionally and improperly denied timely uninterrupted meal periods to the Plaintiffs and Plaintiff Class in violation of Labor Code sections 226.7 and 512 and other regulations and statutes.

64. At all times relevant hereto, Plaintiffs and Plaintiff Class have worked more than five (5) hours in a workday.

65. At varying times relevant hereto, Plaintiffs and Plaintiff Class have worked more than ten (10) hours in a workday.

66. At all times relevant hereto, the Defendant failed to schedule Plaintiffs and similarly situated persons in a manner so as to reasonably provide a timely uninterrupted thirty (30) minute meal and/or work free meal period as required by Labor Code sections 226.7 and 512.

67. By virtue of the Defendant's failure to schedule Plaintiffs and Plaintiff Class in such a way as to provide a timely and uninterrupted meal periods, and/or work-free meal periods to the Plaintiffs and Plaintiff Class, thereby causing Plaintiffs and Plaintiff Class to suffer, and will continue to suffer, damages in the amounts which is presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

68. Plaintiffs individually, and on behalf of the Plaintiff Class, request recovery of meal period compensation pursuant to Labor Code section 226.7 which they are owed beginning four (4) years prior to filing this complaint as well as the assessment of any statutory penalties against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

Failure to Provide Rest Periods or Compensation in Lieu Thereof

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

69. The Plaintiffs and Plaintiff Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

70. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or a major fraction thereof.

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71. Labor Code section 226.7(b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided.

72. Defendant incorporated a company policy of providing employees with a "lump sum" break period wherein Defendant demanded that Plaintiffs and Plaintiff Class forgo rest periods. Plaintiffs and Plaintiff Class were instructed to take rest periods together with meal periods, but only when the schedule permitted. Due to Defendant's relief system, Plaintiffs and Plaintiff Class did not receive their rest breaks within the required statutory time frame. By and through their actions, Defendant intentionally and improperly denied rest periods to the Plaintiffs and Plaintiff Class in violation of Labor Code sections 226.7 and 512.

73. At all times relevant hereto, the Plaintiffs and Plaintiff Class, have worked more than four (4) hours in a workday.

74. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiffs and Plaintiff Class as a result of their scheduling and shift relief system, Plaintiffs and Plaintiff Class have suffered, and will continue to suffer, damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

75. Plaintiffs, individually, and on behalf of employees similarly situated, request recovery of rest period compensation pursuant to Labor Code section 226.7, which they are owed beginning four (4) years prior to filing this complaint as well as the assessment of any statutory penalties against the Defendant, in a sum as provided by the Labor Code and/or any other statute.

FOURTH CAUSE OF ACTION

Failure to Reimburse for Necessary Expenditures

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

76. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the allegations in the preceding paragraphs.

77. California Labor Code section 2802 states, "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...."

78. Defendant incorporated a company policy requiring Plaintiffs and the Plaintiff Class to use their personal vehicles to undertake and complete scheduled assignments in carrying out their job duties. Defendants engaged in a practice of requiring employees to use their personal vehicles in order to commute to and from work as well as to commute between worksites and Defendant's home base. Furthermore, Defendants assigned Plaintiffs and Plaintiff Class locations farther and farther from homebase without compensating Plaintiffs and Plaintiff Class for the increased driving locations. Defendants failed to provide mileage reimbursements for any of these expenses.

79. Defendant incorporated a company policy requiring Plaintiffs and the Plaintiff Class to purchase work uniforms directly from Defendant. Defendants provided only 1 set of uniform at the inception of employment, which quickly deteriorated. Per Defendant's handbook policy of keeping clean uniforms, Plaintiffs and Plaintiff Class were required to purchase multiple sets of uniforms, on an almost monthly basis. The purchases of these uniforms were done using Plaintiffs and Plaintiff Class own wages and such wages were not reimbursed to Plaintiffs or Plaintiff Class Members.

80. Defendant incorporated a company policy requiring Plaintiffs and the Plaintiff Class to shoulder the burden of purchasing laundry detergent to and maintain Defendant's uniforms, in addition to purchasing cell phones and cell phone services, short and long sleeve uniform shirts with Defendant's logo, and required employees to drive their personal vehicles to work sites of varying distances without mileage reimbursement.

81. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on the Plaintiffs and Plaintiff Class by failing to reimburse them for the costs necessary to the performance of their job duties.

82. Defendant had a corporate practice and policy of requiring Plaintiffs and Plaintiff Class to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiffs and Plaintiff Class for necessary business expenditures as stated herein.

83. Accordingly, Plaintiffs and Plaintiff Class are entitled to an award of "necessary expenditures or losses" in accordance with Labor Code section 2802, which includes attorney's fees incurred by the employee enforcing the rights granted by this section.

FIFTH CAUSE OF ACTION

Failure To Provide Wages Upon Termination

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

84. Plaintiffs and Plaintiff Class re-allege and incorporate by reference the allegations in the preceding paragraphs.

85. Plaintiffs and certain members of the Plaintiff Class who ended their employment with Defendant during the Class Period, were entitled to be promptly paid all wages and compensation due, as required by Labor Code sections 201-203.

86. Defendant incorporated a company policy whereby terminated employees were not paid their final check until well after the statutory period.

87. Pursuant to Labor Code section 203, such Plaintiffs and Plaintiff Class seek the payment of penalties pursuant to Labor Code section 203.

SIXTH CAUSE OF ACTION

Failure To Pay Wages Upon Ending Employment

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

88. Labor Code sections 226, 226.3, 1174, and 1174.5 and the applicable IWC Wage Order provides that employers must keep records and provide employees with itemized wage statements showing total hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

89. Labor Code section 226, subdivision (a), requires an employer provide employees-either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash-an accurate itemized wage statement in

writing showing: "(1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee"

90. Labor Code section 226.2, subdivision (a)(2), requires the itemized statements required by subdivision (a) of section 226 shall, in addition to the other items specified in that subdivision, state the following: total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

91. IWC Wage Order Number 16-2001, paragraph 16(a) requires that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work period, the total daily hours worked by each employee and the total hours worked in each payroll period, applicable rates of pay, and net and gross wages earned.

92. Defendant willfully violated Labor Code section 226(a) by failing to provide Plaintiffs and Plaintiff Class with wage statements that accurately reflect the total hours worked, the rate of pay for each hour worked, and net and gross wages earned.

93. Defendant willfully violated Wage Order 16 by failing to keep accurate time records of all hours worked and accurate records of meal periods taken.

94. Plaintiffs are informed and believe that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and Plaintiff Class. Specifically, Plaintiffs believe that Defendant’s records do not accurately reflect the start and end times Plaintiffs and Plaintiff Class were required to work due to Defendant’s corporate policy of paying employees for all hours scheduled as opposed to all hours worked, including failing to compensate them for drive time, time worked beyond their scheduled shift, and failure to compensate them for time spent washing Defendant’s uniform, which resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.

95. Plaintiffs are informed, and believe that Defendant willfully and intentionally failed to make and/or keep records which accurately reflect the wages earned by Plaintiffs and Plaintiff Class who were not paid all wages due them, including but not limited to minimum and/or overtime wages as a result of Defendant excluding remuneration of “bonus” pay that must be included in all employees’ regular rate of pay resulting in failure to pay overtime wages.

96. Plaintiffs are informed, and believe that Defendant’s failure to keep accurate payroll records, as described above, violated the Labor Code and the applicable wage order. Plaintiffs and the Plaintiff Class are entitled to penalties of one hundred dollars ($100.00) for the initial violation and two hundred dollars ($200.00) for each subsequent violation for every pay period during which these records and information was not kept by Defendant.

97. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with the Labor Code is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney’s fees.

98. Plaintiffs are informed and believe that Defendant’s failure to keep and maintain accurate records and information, as described above, were willful, and Plaintiffs and Plaintiff Class are entitled to a statutory penalty of five hundred dollars ($500.00) for Plaintiffs and each member of Plaintiff Class pursuant to the Labor Code.

<u>SEVENTH CAUSE OF ACTION</u>

UNFAIR COMPETITION LAW

(Plaintiffs and Plaintiff Class against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

99. Plaintiffs and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs in their entirety.

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100. California Business and Professions Code section 17200 et. seq. (also referred to herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibit unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

101. California Business and Professions Code section 17204 allows "any person who has suffered injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil action for violation of the Unfair Competition Law ("UCL").

102. Labor Code section 90.5(a) states that it is the public policy of California to vigorously enforce minimum labor standards in order to ensure employees are not required to work under substandard and unlawful conditions, and to protect employers who comply with the law from those who attempt to gain competitive advantage at the expense of their workers by failing to comply with minimum labor standards.

103. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing of this lawsuit, Defendant has committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code sections 226.7, 226, 510, 1194, 1197, 2802 as well as other applicable statutes.

104. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code sections 17200 et. seq.

105. The acts and practices described above constitute unfair, unlawful and fraudulent Business Practices, and unfair competition, within the meaning of Business and Professions Code sections 17200 et. seq. Among other things, the acts and practices have forced Plaintiffs and other similarly situated employees to labor for many hours without receiving overtime compensation, to forgo lawful meal and rest periods or compensation in lieu thereof, and to forgo reimbursement of necessary business expenditures, to which they are entitled by law, while enabling Defendant to gain an unfair competitive advantage over law-abiding employers and competitors.

106. As a result of Defendant’s acts, Plaintiffs and Plaintiff Class have suffered injury in fact in being denied their statutorily entitled full compensation for hours of labor and not

indemnified for necessary business-related expenses. As a direct and proximate result of Defendant's unlawful acts of unfair competition, Plaintiffs and Plaintiff Class have lost money and property in the form of a loss of wages in an amount to be proven at trial.

107. Business and Professions Code section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition.

108. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such unfair competition. Plaintiffs and Plaintiff Class are entitled to restitution pursuant to Business and Professions Code section 17203 for all wages and payments unlawfully withheld from employees, including the cost of necessary job-related expenses not reimbursed, during the four-year period prior to the filing of this Complaint.

109. Business and Professions Code section 17202 provides, "Notwithstanding section 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or penal law in a case of unfair competition." Plaintiffs and Plaintiff Class are entitled to enforce all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

110. Plaintiffs' success in this action will enforce important rights affecting public interest, and in that regard, Plaintiffs sue on behalf of the general public, as well as themselves and other similarly situated employees. Plaintiffs and Plaintiff Class seek and are entitled to restitution, civil penalties, declaratory relief, and all other equitable remedies owing them.

111. Plaintiffs herein take it upon themselves to enforce these laws and lawful claims. There is a financial burden involved in pursuing this action, the action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by forcing them to pay attorney's fees from the recovery in this action. Attorney's fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and otherwise.

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EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT

[CAL. LABOR CODE §2698-2699

(Plaintiff JOSE LEPE and Similarly Aggrieved Employees against Defendant A. Allbright, Inc., and Does 1-50, Inclusive)

112. Plaintiffs and Plaintiff Class re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs in their entirety.

113. Labor Code §2698-2699, the Labor Code Private Attorney General Act of 2004, provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (LWDA), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through civil action by an aggrieved employee on behalf of himself or herself, and collectively on behalf of all other current or former employees.

114. Whenever the LWDA, or any of its departments, divisions, commissions, boards agencies, or hourly non-exempt employees, has the discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions to assess a civil penalty.

115. Plaintiff, and all hourly non-exempt employees of Defendant are "aggrieved employees" as defined by Labor Code §2699, in that they are all current or former hourly non-exempt employees of Defendant, and one or more of the alleged violations was committed against them.

116. Plaintiffs assert all of the claims in this Complaint against Defendant, individually and on behalf of all aggrieved hourly non-exempt employees in their capacity as private attorney general and seeks all statutory penalties available under the Labor Code.

117. Pursuant to Labor Code §2699, Plaintiff, individually and on behalf of all aggrieved hourly non-exempt employees, requests and is entitled to recover from the Defendant; overtime compensation, meal, and rest premiums, waiting period wages, reimbursement of necessary job-related expenses, and penalties according to proof, and plaintiff is further entitled to recover

interest, attorney's fees and costs pursuant to Labor Code §2699(g)(1), as well as all statutory penalties and attorneys' fees against Defendant, and each of them, including, but not limited to:

A. Penalties under Labor Code §2699 in the amount of $100 for each aggrieved employee per pay period for each initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

B. Penalties under Code of Regulations, Title 8 §11070 in the amount of $50 for each aggrieved employee per pay period for the initial violation, and $200 for each aggrieved employee per pay period for each subsequent violation;

C. Penalties under Labor Code §210, in addition to and entirely independent and apart from other penalties provided in the Labor Code, in the amount of $100 for each aggrieved employee per pay period for each violation, and $200 for each aggrieved employee per pay period for each subsequent violation, plus 25% of the wage wrongly withheld;

D. Any and all additional penalties and sums as provided by the Cal. Labor Code and/or other statutes.

118. In addition, thereto, Plaintiff seeks and is entitled to fifty percent (50%) of all penalties obtained under Labor Code §2699 to be allocated to the General Fund, and twenty-five percent (25%) of all penalties obtained to be allocated to the LWDA, for the education of employers and employees about their rights and responsibilities under the Labor Code, and 25% to all aggrieved employees.

119. Further, plaintiff is entitled to seek and recover reasonable attorney's fees and costs pursuant to Labor Code §§2699(g)(1), 1194, 210, and 212 and any other applicable statute.

PRAYER FOR RELIEF

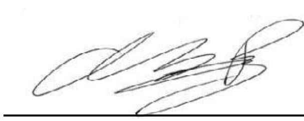
WHEREFORE, Plaintiffs and Plaintiff Class pray for judgment as follows:

1. For nominal damages;
2. For compensatory damages;

3. For restitution of all monies due to Plaintiffs and Plaintiff Class, and disgorged profits from the unlawful business practices of Defendant;
4. For waiting time penalties pursuant to Labor Code section 203, on behalf of the terminated or resigned employees;
5. For penalties pursuant to Labor Code sections 226, 226(e), 2802, 512, 1194, 2699.;
6. For interest accrued to date;
7. Declaratory relief, enjoining Defendant's practices as being unlawful and unfair business practices within the meaning of Business and Professions Code sections 17200, et seq., and declaring Defendant has unlawfully treated Plaintiffs and Plaintiff Class, failed to pay all wages, premium, regular, and overtime compensation in violation of California law, failed to pay wages to former employees Plaintiffs and other certain members of Plaintiff Class, failed to provide Plaintiffs and Plaintiff Class accurate itemized wage statements upon payment of wages, failing to reimburse for necessary job related expenditures, and declaring the amounts of damages, penalties, equitable relief, costs, and attorney's fees Plaintiffs and Plaintiff Class are entitled to;
8. For costs of suit and expenses incurred herein pursuant to Code of Civil Procedure section 1021.5, Labor Code sections 226, 2802, 1194, 2699(g);
9. For reasonable attorneys' fees pursuant to Code of Civil Procedure section 1021.5, Labor Code sections 226, 2802, 1194, and 2699(g); and
10. For all such other and further relief as the Court may deem just and proper.

Dated: July 26, 2023

AP LAW OFFICES



Alex Perez, Esq.
Anthony Pineda, Esq.
Attorneys for Plaintiffs JOSE LEPE, JOSEPH FARR, and MAURICIO MENDOZA and on behalf of all employees similarly situated.

DEMAND FOR JURY TRIAL

Plaintiffs JOSE LEPE, JOSEPH FARR, and MAURICIO MENDOZA, on behalf of themselves and all others similarly situated hereby requests a jury trial on all issues so triable.

Dated: July 26, 2023

AP LAW OFFICES

____
Alexander Perez, Esq.
Anthony Pineda, Esq.
Attorneys for Plaintiffs JOSE LEPE, JOSEPH FARR, and MAURICIO MENDOZA and on behalf of all employees similarly situated.

EXHIBIT A

January 7, 2023

Via Electronic Mail

LABOR AND WORFORCE DEVELOPMENT AGENCY
PAGAfilings@dir.ca.gov

Via Certified U.S. Mail

A. Allbright, Inc.
Attn: Joshua A. Abramson, C.E.O. or Legal Department
27903 Smyth Dr.
Valencia, CA 91355

Re: ***Jose Lepe and Mauricio Mendoza v. A. Allbright, Inc.***

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SECTION 2698 ET. SEQ.

To: California Labor and Workforce Development Agency, A. Allbright, Inc.
From: Jose Lepe and Mauricio Mendoza, on behalf of themselves and similarly aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, AP Law Offices, PC, represents the interests of Mr. Jose Lepe and Mr. Mauricio Mendoza (collectively referred to hereinafter as "Employees"), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of themselves and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

A. Allbright, Inc. (hereinafter referred to as "Employer") is a California corporation providing painting services in California with a principal business office in Valencia, California. Employees were hired as painters between the periods of June 2020 and September 2022. Employees allege that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1197, and 2802 by failing to provide Employees, and all other aggrieved employees, all wages for all hours worked including, but not limited to, regular hours, overtime hours, meal and rest period premium pay and failed to reimburse Employees, and other aggrieved employees, for expenses necessary to undertake their job duties.

Employer failed to pay Employees, and other aggrieved employees, at the legally mandated hourly and overtime rates for all hours worked during their shifts, in violation of California law. Employer regularly demanded Employees, and other aggrieved employees, to work off the clock in order to complete work related duties. This additional work was performed off the clock at the direction of Employers and for the benefit of Employers. Employer's conduct is in violation of Labor Code sections 510 and 1194 and is actionable under PAGA.

Employer similarly failed to provide or pay premiums to Employees, and other similarly situated employees, for work performed through meal and rest periods. Due to Employer's onerous work schedule, Employees were required to work through all rest periods and some meal periods. Employer engaged in the unlawful practice of stacking meal and break periods by combining Employees' 2 legally entitled rest periods with their 1 legally entitled meal period. Depending on the workload demanded by Employer, Employees would either receive a 30-minute, 45-minute or 1-hour meal period. Employer's conduct is in violation of Labor Code sections 226.7 and 512 and is actionable under PAGA

Employer also failed to compensate Employees and other similarly situated employees for wages spent on procuring additional uniforms from Employer and also failed to compensate Employees and all other aggrieved employees for time spent maintaining the Employer-required uniforms. Employees were required to wash and maintain uniforms at their own expense and on their own time off the clock. As painters, uniforms regularly became soiled with paint but Employer frequently demanded that Employees and all other similarly situated employees arrive to work with laundered and maintained uniforms for the advancement of Employer's name and image. Employer also failed to reimburse Employees for gas mileage when having to use their own personal vehicles to drive abnormally long distances. Employer would retaliate against Employees' complaints by increasing the distance they were sent for work projects. In some instances Employees were required to drive nearly 2 hours each way for work when they were originally hired and work close to the home base of Valencia, California. Employer's conduct is in violation of Labor Code sections 1194, 1197 and 2802 and is actionable under PAGA.

As a result of Employer's unlawful actions, it violated Labor Code sections 201, 202, and 203 by not providing wages for all hours worked off the clock and through meal and rest periods, as well as for engaging in the unlawful practices of requiring that Employees purchase, launder and maintain their own uniforms. Employers conduct here is therefore actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employees and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, accurate rate of pay for each hour worked, accurate premium wages earned per pay period, and accurate net and gross wages. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA

Employees will bring this lawsuit on behalf of themselves and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please

223 N. GARFIELD AVE, SUITE 106, LOS ANGELES, CALIFORNIA 91754
PHONE: (213) 638-2726 ~ EMAIL ALEX@APLAWOFFICES.NET

Alex Perez
213.638.2726 phone
alex@aplawoffices.net

feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

Alexander Perez, Esq.
AP Law Offices

January 7, 2023

Via Electronic Mail

LABOR AND WORFORCE DEVELOPMENT AGENCY
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Via Certified U.S. Mail # 7022 0410 0000 2860 4086

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Alex Perez
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Employer failed to pay Employees, and other aggrieved employees, at the legally mandated hourly and overtime rates for all hours worked during their shifts, in violation of California law. Employer regularly demanded Employees, and other aggrieved employees, to work off the clock in order to complete work related duties. This additional work was performed off the clock at the direction of Employers and for the benefit of Employers. Employer's conduct is in violation of Labor Code sections 510 and 1194 and is actionable under PAGA.

Employer similarly failed to provide or pay premiums to Employees, and other similarly situated employees, for work performed through meal and rest periods. Due to Employer's onerous work schedule, Employees were required to work through all rest periods and some meal periods. Employer engaged in the unlawful practice of stacking meal and break periods by combining Employees' 2 legally entitled rest periods with their 1 legally entitled meal period. Depending on the workload demanded by Employer, Employees would either receive a 30-minute, 45-minute or 1-hour meal period. Employer's conduct is in violation of Labor Code sections 226.7 and 512 and is actionable under PAGA

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As a result of Employer's unlawful actions, it violated Labor Code sections 201, 202, and 203 by not providing wages for all hours worked off the clock and through meal and rest periods, as well as for engaging in the unlawful practices of requiring that Employees purchase, launder and maintain their own uniforms. Employers conduct here is therefore actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employees and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, accurate rate of pay for each hour worked, accurate premium wages earned per pay period, and accurate net and gross wages. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA

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January 7, 2023

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From: Jose Lepe and Mauricio Mendoza, on behalf of themselves and similarly aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, AP Law Offices, PC, represents the interests of Mr. Jose Lepe and Mr. Mauricio Mendoza (collectively referred to hereinafter as "Employees"), who intend to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of themselves and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

A. Allbright, Inc. (hereinafter referred to as "Employer") is a California corporation providing painting services in California with a principal business office in Valencia, California. Employees were hired as painters between the periods of June 2020 and September 2022. Employees allege that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1197, and 2802 by failing to provide Employees, and all other aggrieved employees, all wages for all hours worked including, but not limited to, regular hours, overtime hours, meal and rest period premium pay and failed to reimburse Employees, and other aggrieved employees, for expenses necessary to undertake their job duties.

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Employer failed to pay Employees, and other aggrieved employees, at the legally mandated hourly and overtime rates for all hours worked during their shifts, in violation of California law. Employer regularly demanded Employees, and other aggrieved employees, to work off the clock in order to complete work related duties. This additional work was performed off the clock at the direction of Employers and for the benefit of Employers. Employer's conduct is in violation of Labor Code sections 510 and 1194 and is actionable under PAGA.

Employer similarly failed to provide or pay premiums to Employees, and other similarly situated employees, for work performed through meal and rest periods. Due to Employer's onerous work schedule, Employees were required to work through all rest periods and some meal periods. Employer engaged in the unlawful practice of stacking meal and break periods by combining Employees' 2 legally entitled rest periods with their 1 legally entitled meal period. Depending on the workload demanded by Employer, Employees would either receive a 30-minute, 45-minute or 1-hour meal period. Employer's conduct is in violation of Labor Code sections 226.7 and 512 and is actionable under PAGA

Employer also failed to compensate Employees and other similarly situated employees for wages spent on procuring additional uniforms from Employer and also failed to compensate Employees and all other aggrieved employees for time spent maintaining the Employer-required uniforms. Employees were required to wash and maintain uniforms at their own expense and on their own time off the clock. As painters, uniforms regularly became soiled with paint but Employer frequently demanded that Employees and all other similarly situated employees arrive to work with laundered and maintained uniforms for the advancement of Employer's name and image. Employer also failed to reimburse Employees for gas mileage when having to use their own personal vehicles to drive abnormally long distances. Employer would retaliate against Employees' complaints by increasing the distance they were sent for work projects. In some instances Employees were required to drive nearly 2 hours each way for work when they were originally hired and work close to the home base of Valencia, California. Employer's conduct is in violation of Labor Code sections 1194, 1197 and 2802 and is actionable under PAGA.

As a result of Employer's unlawful actions, it violated Labor Code sections 201, 202, and 203 by not providing wages for all hours worked off the clock and through meal and rest periods, as well as for engaging in the unlawful practices of requiring that Employees purchase, launder and maintain their own uniforms. Employers conduct here is therefore actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employees and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, accurate rate of pay for each hour worked, accurate premium wages earned per pay period, and accurate net and gross wages. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA

Employees will bring this lawsuit on behalf of themselves and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please

feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

Alexander Perez, Esq.
AP Law Offices