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Attorneys for Plaintiff Eva Lopez, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

EVA LOPEZ, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

QUALITY BUILT, LLC, a Delaware limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 23CU0207

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 246, 510, 512,
1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

ELECTRONICALLY
FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY
06/05/2023
NOCONA SOBOLESKI, CLERK OF THE COURT
ELVIRA PEREZ, DEPUTY



1 Plaintiff EVA LOPEZ (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of QUALITY
3 BUILT, LLC, a Delaware limited liability company, and any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all minimum and overtime wages earned during the course of
15 employment, in violation of Labor Code §§ 510, 558, and 1194. Plaintiff and other Aggrieved
16 Employees work off-the-clock, without compensation: they are not paid for time spent
17 training or for travel time when they are unable to retrieve data from a jobsite. These failures
18 to pay all minimum and overtime wages due constitute violations of Labor Code §§ 510, 558,
19 and 1194;

20 b. Failing to pay correct premium wages to Plaintiff and other Aggrieved
21 Employees who are denied rest periods, in violation of Labor Code § 226.7 and IWC Wage
22 Order No. 4-2001. Plaintiff and other Aggrieved Employees are routinely unable to take a 10-
23 minute rest period for every four (4) hours of work or major fraction thereof, but are not paid
24 premium wages of one hour’s pay for each missed rest period. Plaintiff is simply denied and
25 not authorized to take her legally entitled rest periods and is never paid premium wages at the
26 proper rate of pay for missed rest periods and rest periods taken are on-duty and subject to
27 Defendant’s control. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;
28

1 c. Failing to pay correct premium wages to Plaintiff and other Aggrieved
2 Employees who are denied proper meal periods, in violation of Labor Code §§ 226.7, 512,
3 and 558, and IWC Wage Order 4-2001. Plaintiff and other Aggrieved Employees are routinely
4 denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every
5 shift worked that exceeds five hours, or a second timely, uninterrupted, 30-minute meal period
6 for every shift worked that exceeds ten hours, but are not paid premium wages of one hour's
7 pay at the proper rate of pay for each missed first or second meal period. Plaintiff and
8 Aggrieved Employees are frequently denied the ability to take a meal period altogether and
9 are never paid any meal period premium wages. This violates Labor Code §§ 226.7, 512, and
10 558 and IWC Wage Order 4-2001;

11 d. Failing to fully reimburse Plaintiff and other Aggrieved Employees for
12 necessary business expenses incurred in direct consequence of the discharge of their duties,
13 in violation of Labor Code § 2802, including, but not limited to, expenses incurred to operate
14 their personal automobiles, such as gas, maintenance, and insurance. Labor Code § 2802
15 requires that an employer must indemnify its employees for all necessary expenditures or
16 losses incurred by the employee in direct consequence of the discharge of their duties, and
17 Defendant's failure to do so has violated Labor Code § 2802;

18 e. Failing to provide Plaintiff and Aggrieved Employees with wage statements or
19 a separate document at the time of the payment of wages that set forth all accrued sick leave,
20 nor are they provided sick leave, in violation of Labor Code § 246;

21 f. Failing to provide Plaintiff and other Aggrieved Employees with wage
22 statements that fully and accurately itemized the requirements set forth in Labor Code §
23 226(a). Plaintiff and Aggrieved Employees were not paid all wages due, as stated above. As
24 such, the wage statements provided by Defendants failed to accurately state all gross wages
25 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
26 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)

1 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked, Labor Code §§ 226(a)(9) and 226.3; and

3 g. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
4 separation of their employment based on the time frames required by Labor Code §§ 201 and
5 202. As stated above, Plaintiff and certain Aggrieved Employees were not paid all wages due
6 during the course of their employment and, as a result of this failure, they were not timely
7 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
8 202 and is alleged on behalf of Plaintiff and those Aggrieved Employees no longer employed
9 by Defendants.

10 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
11 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

12 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
13 The Labor Code violations alleged against Defendants herein arose throughout California, including
14 in Kings County.
15

16 **III.**

17 **PARTIES**

18 **A. Plaintiff**

19 5. Plaintiff EVA LOPEZ was employed by Defendants from October 2022 through
20 January 2023 as a non-exempt employee in Kings County, California.

21 **B. Defendant**

22 6. Defendants QUALITY BUILT, LLC, is a Delaware limited liability company that
23 employed Plaintiff and Aggrieved Employees in Kings County, California.

24 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
26 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
27 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
28 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendants
4 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
5 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is
6 legally attributable to the other Defendants.

7 9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 **IV.**

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
14 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
15 **LABOR CODE §§ 201, 202, 226(a), 226.7, 246, 510, 512, 1194, AND 2802 AND PURSUANT**
16 **TO LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

17 10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set
18 forth herein.

19 11. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
22 civil penalties subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 246, 510,
25 512, 1194, and 2802; and
26 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
27 Code §§ 226.3 and 558.
28

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On March 28, 2023, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 28, 2023. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: June 5, 2023

Respectfully submitted,

GAINES & GAINES
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By: Evan S. Gaines
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