

1 Raymond P. Boucher, State Bar No. 115364
ray@boucher.la
2 Alexander Gamez, State Bar No. 309708
gamez@boucher.la
3 BOUCHER LLP
21600 Oxnard Street, Suite 600
4 Woodland Hills, California 91367-4903
Tel: (818) 340-5400
5 Fax: (818) 340-5401

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David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

6 Sahag Majarian II, State bar No.146621
sahag@majarianlawgroup.com
7 Garen Majarian, State Bar No. 334104
garen@majarianlawgroup.com
8 MAJARIAN LAW GROUP, APC
18250 Ventura Blvd.
9 Tarzana, CA 91356
Tel: (818) 263-7343
10 Fax: (818) 609-0892

11 *Attorneys for Plaintiffs Carlos R. Juarez*
and Luis Felipe Sanchez, Aggrieved
12 *Employees of Defendants, on Behalf of*
the State of California's Labor an
13 *Workforce Development Agency*
14 *for All Aggrieved Employees of Defendants*

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
16 **COUNTY OF LOS ANGELES**

17 CARLOS R. JUAREZ and LUIS FELIPE
18 SANCHEZ, Aggrieved Employees of
19 Defendants, on Behalf of the State of
20 California's Labor and Workforce
Development Agency for All Aggrieved
Employees of Defendants,

21 Plaintiff,

22 v.

23 D & D PAINTING, INC., a California
24 Corporation; and DOES 1-100, Inclusive,
25 Defendants.

Case No. **25STCV37366**

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

Plaintiffs CARLOS R. JUAREZ and LUIS FELIPE SANCHEZ (hereinafter, “Plaintiffs”), who are aggrieved employees of Defendants D & D PAINTING, INC. and DOES 1 through 100, inclusive, (collectively, “Defendants”), brings this representative action as proxy for the State of California’s Labor and Workforce Development Agency (“LWDA”) on behalf of all current and former aggrieved employees of Defendants in California, and hereby allege the following facts and claims against Defendants, and respectfully request civil penalties, all other available relief, and a trial by jury of all issues and causes of action so triable.

INTRODUCTION

1. Plaintiffs bring this representative action as the proxy for the State of California's LWDA against Defendants for civil penalties pursuant to California's Private Attorneys General Act of 2004 (hereinafter, the "PAGA"), Labor Code section 2698, *et seq.*, resulting from Defendants' violations of "wage and hour" laws protective of Defendants' aggrieved employees under the California Labor Code and the Industrial Welfare Commission ("IWC") Wage Orders. The PAGA permits an aggrieved employee to bring a representative action as the State's designated proxy on behalf of himself and all other current and former non-exempt aggrieved employees of an employer to recover civil penalties for violation of California's Labor Code.

2. Defendants' systematic pattern of Labor Code and IWC Wage Order violations toward Plaintiffs and other current and former aggrieved employees include, but are not limited to:

a. Failure to compensate for all hours worked in violation of Labor Code sections 204, 1194, 1197, and 1198;

b. Failure to pay all overtime wages owed for time worked in violation of Labor Code section 510:

c. Failure to provide meal periods and/or premium pay for non-compliant meal periods in violation of Labor Code sections 226.7, 512, 558, 1198, and 1199 and Section 11 of the IWC Wage Order(s);

d. Failure to authorize and permit all paid rest periods and/or provide premium pay for non-compliant rest periods in violation of Labor Code sections 226.7, 1197, 1198, and 1199, and Section 12 of the IWC Wage Order(s);

- 1 e. Failure to indemnify for business expenses in violation of Labor Code
2 section 2802;
- 3 f. Failure to furnish accurate itemized wage statements in violation of Labor
4 Code section 226(a); and
- 5 g. Failure to timely pay all final wages owed upon separation of employment
6 in violation of Labor Code sections 201, 202, and 203.

7 **PARTIES**

8 3. Plaintiff CARLOS R. JUAREZ is an individual over the age of eighteen (18).
9 Plaintiff is and, at all relevant times mentioned in this Complaint, was a California citizen residing
10 within Los Angeles County, California. Plaintiff was employed by Defendants in California as an
11 hourly paid, non-exempt employee from approximately October 14, 2023 through October 2,
12 2025. Plaintiff was employed as a Painter and was assigned to work at various work sites
13 throughout Southern California. At all relevant times herein, Plaintiff was an “employee” as that
14 term is used in the Labor Code. During the applicable statutory period, Plaintiff was subject to
15 various policies, procedures, and practices implemented by Defendants that, as alleged herein,
16 were and are in violation of the Labor Code.

17 4. Plaintiff LUIS FELIPE SANCHEZ is an individual over the age of eighteen (18).
18 Plaintiff is and, at all relevant times mentioned in this Complaint, was a California citizen residing
19 within California. Plaintiff was employed by Defendants in California as an hourly paid, non-
20 exempt employee from approximately December of 2021 through October 2, 2025. Plaintiff was
21 employed as a Painter and was assigned to work at various work sites throughout Southern
22 California. At all relevant times herein, Plaintiff was an “employee” as that term is used in the
23 Labor Code. During the applicable statutory period, Plaintiff was subject to various policies,
24 procedures, and practices implemented by Defendants that, as alleged herein, were and are in
25 violation of the Labor Code.

26 5. Defendant D & D PAINTING, INC., also doing business as D & D PAINTING
27 AND DRYWALL is and at all relevant times herein was a California corporation, having its
28 principal place of business at 9837 Owensmouth Ave # H, Chatsworth, CA 91311, and is the

1 owner and operator of an industry, business and/or facility licensed to do business and actually
2 doing business in the State of California as a painting contractor. Defendant D & D PAINTING,
3 INC. is an “employer” as the term is used in the Labor Code and IWC Wage Orders.

4 6. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
5 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
6 business and/or actually doing business in California, including Los Angeles County, and each of
7 the fictitiously named Defendants are responsible for the conduct alleged in this Complaint.
8 Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of
9 DOES 1 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such
10 fictitious names pursuant to California Code of Civil Procedure (“Code of Civil Procedure”)
11 section 474. Plaintiff will seek leave of court to amend this Complaint to allege such names and
12 capacities as soon as they are ascertained.

13 7. Defendants, and each of them, are now and/or at all times mentioned in this
14 Complaint were in some manner legally responsible for the events, happenings and circumstances
15 alleged in this Complaint.

16 8. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
17 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

18 9. Defendants, and each of them, are now and/or at all times mentioned herein were
19 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
20 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
21 Complaint were acting within the course and scope of that agency, servitude and/or employment.

22 10. Defendants, and each of them, are now and/or at all times mentioned in this
23 Complaint were members of and/or engaged in a joint venture, partnership and common
24 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
25 partnership and common enterprise.

26 11. Defendants, and each of them, at all times mentioned in this Complaint concurred
27 and contributed to the various acts and omissions of each and every one of the other Defendants in
28 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

12. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

13. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

14. The California Superior Court has jurisdiction in this matter pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” The statutes under which this action is brought do not specify any other specific basis for jurisdiction.

15. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

16. The California Superior Court also has jurisdiction over Defendants because they are corporations and/or entities and/or persons with sufficient minimum contacts in California, are citizens of California, or otherwise intentionally availed themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code. Thus, this Court maintains appropriate jurisdiction to hear this matter.

17. Venue is proper in the Superior Court of California for the County of Los Angeles, pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability arose in Los Angeles County because at least some of the acts and omissions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, exists, and/or has an agent in Los Angeles County.

FACTUAL ALLEGATIONS

18. During the applicable statutory period, Defendants employed Plaintiff CARLOS R.

1 JUAREZ as an hourly paid, non-exempt employee from approximately October 14, 2023 through
2 October 2, 2025. Defendants employed Plaintiff LUIS FELIPE SANCHEZ as an hourly paid, non-
3 exempt employee from approximately December of 2021 through October 2, 2025.

4 19. During the relevant statutory period, Defendants failed to pay Plaintiffs for all
5 hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
6 week. For example, Plaintiffs are required to arrive at each job site 10-15 minutes before their
7 scheduled shift to clean, prepare tools, and set up for the day but this pre-shift work is performed
8 "off the clock" and is unpaid and not compensated. As such, Plaintiffs are not paid for all time
9 under which they are subject to the control of Defendants.

10 20. During the relevant statutory period, Defendants further failed to pay Plaintiffs for
11 all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
12 week due to Defendants' policy and practice of rounding the time worked by Plaintiffs in
13 Defendants' favor such that Plaintiffs were not paid for all time actually worked. For example,
14 Defendants' foremen complete Plaintiffs' time sheets and provide it to them at the end of the shifts.
15 However, Plaintiffs had no say in disputing or correcting the hours worked as they were instructed
16 to sign whatever the foreman provided to them irrespective of whether the hours were correct. As
17 such, Plaintiffs were not paid for all time under which they are subject to the control of
18 Defendants.

19 21. During the relevant statutory period, Defendants failed to provide Plaintiffs with
20 compliant thirty minute off-duty meal periods for work periods and failed to pay them premium
21 wages at their regular rates of pay thereto. For example, due to the high volume of work, Plaintiffs
22 were prevented from taking a meal period on many occasions. Additionally, if Plaintiffs were able
23 to take a meal period, there were many instances in which the meal period was cut short.

24 22. During the relevant statutory period, Defendants failed to relinquish control over
25 Plaintiffs to provide them with legally-compliant ten (10) minute off-duty rest periods for every
26 four (4) hours of work or major fraction thereof, as required by California law and failed to pay
27 premiums for the noncompliant rest periods. For example, if Plaintiffs were able to take their first
28 rest period, there were many occasions where it was cut short due to the high volume of work.

Moreover, on days where Plaintiffs were entitled to a second rest period, they were not provided with one.

23. During the relevant statutory period, Defendants failed to indemnify Plaintiffs for all necessary expenditures incurred in direct consequence of the discharge of their duties by requiring Plaintiffs to purchase their own tools and materials such as brushes, handles and extension cords and to use their own vehicles when required to work at multiple job sites in one day, without compensation or reimbursement for the costs incurred.

24. During the relevant statutory period, Defendants failed to provide Plaintiffs with accurate itemized wage statements. As a result of the alleged violations discussed above, Defendants furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned.

25. During the relevant statutory period, Defendants willfully failed to pay all wages owed to Plaintiffs upon separation of employment. Plaintiffs' final paycheck failed to include all earned wages and owed meal and rest period premiums.

GENERAL ALLEGATIONS

26. Plaintiffs and all other aggrieved employees are current and former non-exempt employees of Defendants that work or worked for Defendants in California as non-exempt employees during the statutory period.

27. Plaintiffs are informed and believe, and thereon allege, that during the applicable statutory period, Plaintiffs and other current and former aggrieved employees were subject to the same various policies, procedures, and practices implemented by Defendants that, as alleged herein, were and are in violation of the Labor Code.

28. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy and/or practice, Defendants failed to pay Plaintiffs and all other aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Defendants' policy and practice of not compensating Plaintiffs and aggrieved employees for all time they are subject to Defendant's control, including unpaid pre-shift work time.

29. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy

1 and/or practice, Defendants further failed to pay Plaintiffs and all other aggrieved employees for
2 all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
3 week due to Defendants' policy and practice of rounding the time worked by Plaintiffs and
4 aggrieved employees in Defendants' favor such that Plaintiffs and aggrieved employees are not
5 paid for all time actually worked.

6 30. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
7 and/or practice, Defendants failed and fail to provide Plaintiffs and aggrieved employees with
8 compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed to
9 pay them premium wages at the regular rate of pay thereto.

10 31. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
11 and/or practice, Defendants failed to relinquish control over Plaintiffs and aggrieved employees to
12 provide them with legally-compliant ten (10) minute off-duty rest periods for every four (4) hours
13 of work or major fraction thereof, as required by California law and failed to pay premiums for the
14 incompliant rest periods.

15 32. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
16 and/or practice, Defendants failed to indemnify Plaintiffs and aggrieved employees for all
17 necessary expenditures incurred in direct consequence of the discharge of their duties.

18 33. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
19 and/or practice, Defendants, failed to provide Plaintiffs and all other aggrieved employees with
20 accurate itemized wage statements. As a result of alleged violations discussed above, Defendants
21 furnished wage statements that failed to correctly show, among other items: (1) the gross wages
22 earned, (2) all deductions, and (3) net wages earned.

23 34. Plaintiffs are informed and believe, and thereon allege, that as a matter of policy
24 and/or practice, Defendants willfully failed to pay all wages owed to Plaintiffs and all other
25 aggrieved employees upon separation of employment. By furnishing aggrieved employees with a
26 final check that failed to include all earned and owed wages and owed meal and rest period
27 premiums, Defendants subjected themselves to waiting-time penalties under Labor Code section
28 203.

FIRST CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(California Labor Code §§ 2698, *et seq.*)

35. Plaintiffs incorporate by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully set forth herein.

36. Pursuant to Labor Code section 2698, *et seq.*, Plaintiffs seek to recover all applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through a representative action on behalf of themselves and all other aggrieved employees that work or worked for Defendants during the relevant time period.

37. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative action is not subject to the formalities required of a class action and class certification of PAGA claims is not required.

38. Plaintiffs are "aggrieved employee[s]" within the meaning of Labor Code section 2699(c) because they were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiffs are well suited to represent the interests of all other aggrieved employees in in this PAGA representative action.

39. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil penalties recovered by aggrieved employees shall be distributed to the LWDA for enforcement of labor laws and education of employers and employees about their rights and responsibilities under this code, and twenty-five percent (25%) shall be distributed to the aggrieved employees.

40. Plaintiffs' representative action alleges violations of certain Labor Code sections that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a) applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

41. On October 13, 2025, Plaintiffs complied with Labor Code section 2699.3(a) by electronically filing written notices with the LWDA and serving written notices, via certified mail, upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to

1 have been violated by Defendants and Plaintiffs' intent to pursue civil penalties against
2 Defendants on behalf of themselves and all other aggrieved employees pursuant to PAGA.
3 Attached hereto as **Exhibit 1** and **Exhibit 2** are true and correct copies of Plaintiffs' respective
4 notice letters.

5 42. Labor Code section 2699.3(a) provides in pertinent part that: "The agency shall
6 notify the employer and the aggrieved employee or representative by certified mail that it does not
7 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
8 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
9 of the postmark date of the notice given... the aggrieved employee may commence a civil action
10 pursuant to Section 2699."

11 43. Sixty-five calendar days have passed since Plaintiffs served notice upon the LWDA
12 and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiffs'
13 claims. Accordingly, Plaintiffs exhausted their obligation to provide administrative notice and are
14 authorized to commence this representative action seeking civil penalties on behalf of themselves
15 and all other aggrieved employees of Defendants.

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

22 45. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
23 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
24 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
25 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
26 subsequent violation.

27 46. Pursuant to Labor Code sections 2699(a) and (f), Plaintiffs, on behalf of themselves
28 and aggrieved employees, seek applicable civil penalties for violations of Labor Code sections

1 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, 1199, and 2802 during the statutory
2 period as set forth below:

3 a. For violations of Labor Code section 201, 202, 203, 226.7, 510, 512, 1194,
4 1197, 1198, 1199, and 2802, Labor Code section 2699(f)(2) imposes a civil penalty of one
5 hundred dollars (\$100) for each aggrieved employee per pay period for each initial violation and
6 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
7 violation;

8 b. For violations of Labor Code section 204, Labor Code section 210 imposes
9 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
10 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
11 employee, for each subsequent violation, regardless of whether the subsequent violation was
12 willful or intentional, plus twenty-five percent (25%) of the amount unlawfully withheld from the
13 employee;

14 c. Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by not
15 paying Plaintiffs and aggrieved employees all wages owed for all hours worked for each pay
16 period as a result of Defendants' policy or practice of requiring them to arrive at each job site 10-
17 15 minutes before their scheduled shift to clean, prepare tools, and set up for the day while off the
18 clock without compensation. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
19 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
20 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per
21 pay period for each subsequent violation;

22 d. Defendants further violated Labor Code sections 510, 1194, 1197, and 1198
23 by not paying Plaintiffs and aggrieved employees all wages owed for all hours worked for each
24 pay period as a result of Defendants' policy and practice of rounding the time worked by Plaintiffs
25 and aggrieved employees in Defendants' favor such that Plaintiffs and aggrieved employees were
26 not paid for all time actually worked. Thus, pursuant to Labor Code section 2699(f)(2),
27 Defendants are subject to a civil penalty of one hundred dollars (\$100) for each aggrieved
28 employee per pay period for the initial violation, and two hundred dollars (\$200) for each

1 aggrieved employee per pay period for each subsequent violation;

2 e. Defendants violated Labor Code sections 226.7 and 512 by denying
3 Plaintiffs and other aggrieved employees an opportunity to take timely off-duty and uninterrupted
4 thirty minute meal periods for every five hours worked, including timely off-duty and
5 uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
6 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
7 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
8 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
9 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
10 each aggrieved employee per pay period for each subsequent violation;

11 f. Defendants violated Labor Code section 226.7 by denying Plaintiffs and
12 other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours
13 worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an
14 additional hour of pay at the regular rate of pay for each workday that a compliant rest period was
15 not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
16 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
18 subsequent violation;

19 g. Defendants violated Labor Code section 2802 by forcing Plaintiffs and
20 aggrieved employees to make business related expenditures without reimbursement. Thus,
21 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
22 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
23 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
24 violation;

25 h. Defendants violated Labor Code section 226(a) by failing to provide
26 Plaintiffs and aggrieved employees with accurate itemized wage statements correctly identifying,
27 among other things, the correct wages earned, the correct amount of net wages earned, and the
28 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor

1 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
2 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
3 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
4 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
5 subsequent citation;

6 i. Defendants violated Labor Code sections 201, 202, and 203 by willfully
7 failing to timely pay Plaintiffs and aggrieved employees all wages owed upon separation of
8 employment by failing to pay all wages and meal and rest period premiums. Thus, pursuant to
9 Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars
10 (\$100) for each aggrieved employee per pay period for the initial violation of these sections, and
11 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
12 violation.

13 47. At all material times, Defendants were Plaintiffs and all other aggrieved
14 employees' employers, or persons acting on their behalf, within the meaning of Labor Code
15 section 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor
16 Code or any provision regulating hours and days of work in the applicable IWC Wage Order and,
17 as such, are subject to civil penalties for each underpaid employee as set forth in Labor Code
18 section 558. The civil penalties provided for under Labor Code section 558 are in addition to any
19 other civil penalty provided by law.

20 48. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
21 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
22 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiffs
23 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
24 Defendants' failure to pay wages owed for all overtime, as alleged herein.

25 49. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
26 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
27 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiffs and all
28 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and

1 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
2 worked, or major fraction thereof, as alleged herein.

3 50. Defendants violated Labor Code section 1198 by failing to comply with the
4 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
5 and Days of Work”, and “Record” sections of the applicable IWC Wage Order, by failing to keep
6 and provide accurate records, and failing to timely pay owed wages upon separation of
7 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
8 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
9 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 13 1. For all civil penalties authorized by Labor Code section 2698, *et seq.*;
- 14 2. For civil penalties under Labor Code section 226.3 in the amount two hundred fifty
15 dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000)
16 per aggrieved employee for each subsequent violation;
- 17 3. For civil penalties under Labor Code section 210 in the amount of one hundred
18 dollars (\$100.00) for each aggrieved employee for each initial violation that was neither willful
19 nor intentional, and two hundred dollars (\$200.00) for each aggrieved employee, plus twenty-five
20 percent (25%) of the amount unlawfully withheld from each aggrieved employee, for each
21 subsequent violation, regardless of whether the subsequent violation was willful or intentional;
- 22 4. For civil penalties under Labor Code section 2699(f), for Labor Code violations
23 without a specific civil penalty, in the amount of one hundred dollars (\$100.00) for each aggrieved
24 employee per pay period for each initial violation and two hundred dollars (\$200.00) for each
25 aggrieved employee per pay period for each subsequent violation;
- 26 5. For civil penalties under Labor Code section 558, as follows: (1) for an initial
27 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
28 employee was underpaid; (2) for each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid;

2 6. For an award of reasonable attorneys' fees and costs pursuant to Labor Code
3 section 2699(g)(1), or other applicable laws;

4 7. For pre-judgment and post-judgment interest as provided by law; and

5 8. For such additional relief as this Court may deem just and proper.
6

7 DATED: December 23, 2025

BOUCHER LLP

8
9 By:

10 
11 RAYMOND P. BOUCHER
ALEXANDER GAMEZ

12 *Attorneys for Plaintiffs Carlos R. Juarez and Luis*
13 *Felipe Sanchez, Aggrieved Employees of*
14 *Defendants, on Behalf of the State of California's*
15 *Labor and Workforce Development Agency*
16 *for All Aggrieved Employees of Defendants*
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DATED: December 23, 2025

By:

Attorneys for Plaintiffs Carlos R. Juarez and Luis Felipe Sanchez, Aggrieved Employees of Defendants, on Behalf of the State of California's Labor and Workforce Development Agency for All Aggrieved Employees of Defendants