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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

23CV414279

PEDRO MARTINEZ, an individual;
JORGE GUZMAN, an individual;
JUAN IBARRA MONTALVO, an
individual; and on behalf of other members
of the general public similarly situated,

Plaintiffs,

v.

COPIA RESOURCES, INC. (d/b/a WASTE
REMEDY), a California corporation;
SAMUEL T. CHUNG, an individual; and
DOES 1 through 10, inclusive,

Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR
DAMAGES AND INJUNCTIVE RELIEF**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Provide Rest Periods;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay All Wages Due at Separation;
7. Failure to Reimburse Necessary Business Expenses; and
8. Unfair Competition;

DEMAND FOR JURY TRIAL

Plaintiffs PEDRO MARTINEZ, JORGE GUZMAN, AND JUAN IBARRA MONTALVO (“Plaintiffs”), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges and complains as follows:

INTRODUCTION

1. Plaintiffs bring this action against Defendants COPIA RESOURCES, INC., SAMUEL T. CHUNG, and DOES 1 through 10 (collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and permit rest periods, failure to furnish accurate wage statements, failure to timely pay all wages to terminated employees, and failure to indemnify necessary business expenses.

2. Plaintiffs bring the First through Eighth Causes of Action individually and as a class action on behalf of themselves and certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully below). The Class consists of Plaintiffs and all other persons who have been employed by any of the Defendants in California as an hourly-paid, non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

3. Beginning at least four (4) years prior to the filing of this Class Action Complaint and continuing through the present (the “Class Period”), Defendants implemented uniform and standardized wage and hour policies and practices that applied to Plaintiffs and others working as non-exempt hourly employees in California.

4. In implementing these uniform and standardized wage and hour policies and practices, which applied to Plaintiffs and other similarly situated current and former non-exempt employees working for Defendants in California during the Class Period, Defendants systematically violated the California Labor Code, the applicable Industrial Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code. Despite the requirements contained in the relevant provisions of these bodies of law, throughout the statutory period, Defendants maintained a systematic and company-wide policy and practice of:

2.

1 a. Failing to pay employees for all hours worked, including minimum wages and
2 overtime wages in compliance with the California Labor Code and IWC Wage Orders;

3 b. Failing to provide employees with timely and duty-free meal periods in
4 compliance with the California Labor Code and IWC Wage Orders, to maintain accurate records for
5 all meal periods taken or missed, and to pay an additional hour's pay for each workday a meal period
6 violation occurred;

7 c. Failing to authorize and permit employees to take timely and duty-free rest
8 periods in compliance with the California Labor Code and IWC Wage Orders and to pay an additional
9 hour's pay for each workday a rest period violation occurred;

10 d. Failing to maintain accurate records of the hours that employees worked;

11 e. Failing to provide employees with accurate, itemized wage statements
12 containing all the information required by the California Labor Code and IWC Wage Orders;

13 f. Willfully failing to pay employees all minimum wages, overtime wages, meal
14 period premium wages, and rest period premium wages due within the time period specified by
15 California law when employment terminated;

16 g. Failing to indemnify employees for necessary business expenses incurred; and

17 h. Engaging in unfair, dishonest, and deceptive business practices by which honest
18 competition is destroyed or prevented.

19 5. On information and belief, Defendants, and each of them were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
22 willful and deliberate.

23 6. At all times, Defendants were and are legally responsible for all of the unlawful
24 conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs
25 as the employer of Plaintiffs and the Class. Further, Defendants are responsible for each of the
26 unlawful acts or omissions complained herein under the doctrine of respondeat superior.

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JURISDICTION AND VENUE

7. Plaintiffs, on behalf of themselves and all other similarly situated current and former non-exempt hourly employees working for Defendants in California during the Class Period, bring this Class Action Complaint for recovery of unpaid wages, statutory penalties, and equitable relief under California Labor Code sections 201 to 204, 226, 226.7, 510, 512, 1182.12, 1194 et seq., 1197, 1198, 2802, IWC Wage Order No. 4, and California Business & Professions Code section 17200 et seq.

8. Plaintiffs bring this Class Action Complaint pursuant to California Code of Civil Procedure section 382 because: the consent of all parties cannot be obtained; a question of common or general interest exists; the parties are numerous; and it is impractical to bring all the parties before the court.

9. The monetary damages and restitution sought by Plaintiffs, on behalf of themselves and other similarly situated employees working for Defendants in California during the Class Period, exceed the minimal jurisdiction limits of the Superior Court of California and will be established according to proof at trial.

10. This Court has original jurisdiction over this Class Action Complaint pursuant to the Article VI, Section 10, of the California Constitution, which grants the Superior Court of California “original jurisdiction in all other causes,” except those causes given by statute to other courts. The statutes under which Plaintiffs allege the causes of action in this Class Action Complaint do not specify any other jurisdictional basis.

11. This Court has personal jurisdiction over Defendants because they conduct business in California.

12. Venue is proper in the County of Santa Clara pursuant to California Code of Civil Procedure section 395.5. At all times relevant to this Class Action Complaint, Defendants employed Plaintiffs and other similarly situated current and former non-exempt hourly employees working Defendants in California during the Class Period to perform work at numerous job sites in the County of Santa Clara.

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THE PARTIES

Plaintiffs

13. At all times relevant to this Class Action Complaint, Plaintiff PEDRO MARTINEZ worked as an hourly non-exempt employee for Defendants in California during the Class Period. Defendants employed Plaintiff MARTINEZ as a waste and recycle sorter and a route driver. Defendants classified Plaintiff as a non-exempt hourly employee and paid him between \$18.50 and \$19.50 per hour. Plaintiff MARTINEZ worked for Defendants from February 28, 2022 through the present.

14. At all times relevant to this Class Action Complaint, Plaintiff JORGE GUZMAN worked as an hourly non-exempt employee for Defendants in California during the Class Period. Defendants employed Plaintiff GUZMAN as a waste and recycle sorter and a route driver. Defendants classified Plaintiff as a non-exempt hourly employee and paid him \$19.50 per hour. Plaintiff GUZMAN worked for Defendants from October 2022 through the present.

15. At all times relevant to this Class Action Complaint, Plaintiff JUAN IBARRA MONTALVO worked as an hourly non-exempt employee for Defendants in California during the Class Period. Defendants employed Plaintiff IBARRA MONTALVO as a waste and recycle sorter and a route driver. Defendants classified Plaintiff as a non-exempt hourly employee and paid him between \$19.50 and \$20.50 per hour. Plaintiff IBARRA MONTALVO worked for Defendants from July 5, 2021 through April 4, 2023.

Defendants

16. Defendant COPIA RESOURCES, INC. is a California Corporation that operates as a vendor of environmental and waste management services for multi-family housing, commercial, and retail businesses throughout the State of California, including Santa Clara County.

17. Defendant COPIA RESOURCES, INC.'s principal place of business is located in Contra Costa County, but it also has other business locations, including a business location in Santa Clara County.

18. Defendant COPIA RESOURCES, INC. also operates under the alias of WASTE REMEDY, a name it previously registered with the Secretary of State for the State of California, and

1 subsequently changed for its current name in 2017.

2 19. Defendant SAMUEL T. CHUNG is the founder and president of Defendant COPIA
3 RESOURCES, INC.

4 20. The true names and capacities of defendants DOES 1 through 10 inclusive, whether
5 corporate, associate, individual, or otherwise, are unknown to Plaintiffs and Plaintiffs therefore sue
6 these DOE defendants by fictitious names.

7 21. Plaintiffs are informed and believe and thereon allege that at all relevant times
8 Defendants, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other
9 employees described in the class definitions below, and exercised control over their wages, hours, and
10 working conditions.

11 22. Plaintiffs do not currently know the true names or capacities of the persons or entities
12 sued herein as DOES 1-10, inclusive, and therefore sues said Defendants by such fictitious names.
13 Each of the DOE Defendants was in some manner legally responsible for the damages suffered by
14 Plaintiffs and the Class alleged herein. Plaintiffs will amend this Complaint to set forth the true names
15 and capacities of these Defendants when they have been ascertained, together with appropriate
16 charging allegations, as may be necessary.

17 23. At all times mentioned herein, the Defendants named as DOES 1 – 10, inclusive, and
18 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
19 injured a significant number of the Class, including Plaintiffs, in the State of California. As such, each
20 of the DOE defendants is liable for the unlawful acts alleged in this Class Action Complaint and
21 proximately caused the injuries and damages to Plaintiffs.

22 **CLASS ACTION ALLEGATIONS**

23 24. Plaintiffs are California residents who worked for Defendants in the County of Santa
24 Clara and throughout various other counties in California waste and recycle sorters and a route drivers.
25 During the statutory period, Defendants classified Plaintiffs as non-exempt from California's overtime
26 requirements, and Plaintiffs regularly worked in excess of 40 hours per week and in excess of 8 hours
27 per workday.

28 25. Plaintiffs bring this Class Action Complaint on behalf of themselves and all other

1 similarly situated current and former non-exempt hourly employees working for Defendants in
2 California during the Class Period, who were affected by Defendants' violations of the California
3 Labor Code, IWC Wage Order No. 4, and Business and Professions Code section 17200 et seq.

4 26. Plaintiffs bring this Class Action Complaint pursuant to California Code of Civil
5 Procedure section 382 because: the consent of all parties cannot be obtained; a question of common
6 or general interest exists (as defined below); the parties are numerous; and it is impractical to bring all
7 the parties before the court.

8 27. **Relevant Time Period:** The Relevant Time Period is the time period beginning four
9 years prior to the filing of this Class Action Complaint until the Court enters judgment.

10 28. **Class Definition:** The proposed Class consists of and is defined as: All persons who
11 worked for any Defendant in California as an hourly, non-exempt employee at any time during the
12 period beginning four years before the filing of the initial complaint in this action and ending until the
13 Court enters judgment.

14 29. At all material times, Plaintiffs were members of the Class.

15 30. Members of the Class described above will be collectively referred to as "Class
16 Members" in this Class Action Complaint.

17 31. **Numerosity:** The Class Members are so numerous that joinder of all Class Members
18 is impracticable. While Plaintiffs do not currently know the exact number of Class Members, Plaintiffs
19 are informed and believe, and thereupon allege that the actual number exceeds the minimum required
20 for numerosity under California law. The total number and identities of the Class Members can be
21 readily ascertained by inspecting Defendants' employment records.

22 32. **Commonality and Predominance:** Common questions of law and fact exist for all
23 Class Members and predominate over any questions that affect only individual Class Members. Some
24 of these common questions of law and fact are:

25 a. Whether Defendants had a corporate policy and/or practice of failing to pay
26 their hourly non-exempt employees in California for all hours worked;

27 b. Whether Defendants failed to pay minimum wages to Plaintiffs and other Class
28 Members for all hours worked;

1 c. Whether Defendants failed to pay overtime wages to Plaintiffs and other Class
2 Members for all overtime hours worked;

3 d. Whether Defendants willfully failed to pay wages, including minimum and
4 overtime wages, without abatement or reduction in accordance with the California Labor Code and
5 IWC Wage Order No. 4;

6 e. Whether Defendants required Plaintiffs and other Class Members to work over
7 eight (8) hours per workday and/or over forty (40) hours per workweek and/or seven consecutive
8 workdays in a workweek and failed to pay the legally required overtime wages to Plaintiffs and other
9 Class Members;

10 f. Whether Defendants had a corporate policy and/or practice of failing to pay
11 Plaintiffs and other Class Members premium pay for non-compliant meal and rest periods (short, late,
12 interrupted, and/or missed altogether) in violation of California law;

13 g. Whether Defendants deprived Plaintiffs and other Class Members of meal
14 and/or rest periods or required Plaintiffs and other Class Members to work during meal and/or rest
15 periods without compensation;

16 h. Whether Defendants willfully failed to timely pay all wages due to Plaintiffs
17 and other Class Members;

18 i. Whether Defendants willfully failed to pay all wages due to Plaintiffs and other
19 Class Members within the required time upon their separation –discharge or resignation;

20 j. Whether Defendants willfully failed to provide accurate, itemized wage
21 statements to Plaintiffs and Class Members as required by California law;

22 k. Whether Defendants failed to reimburse Plaintiffs and Class Members for
23 necessary business-related expenses and costs;

24 l. Whether Defendants engaged in unfair business practices in violation of
25 California Business & Professions Code section 17200 et seq.;

26 m. Whether Plaintiffs and Class Members can recover compensatory damages
27 pursuant to the California Labor Code and IWC Wage Order No. 4; and

28 n. The appropriate amount of damages, restitution, and/or monetary penalties

1 resulting from Defendants' violations of California law.

2 33. **Typicality:** Plaintiffs' claims are typical of the claims of other Class Members because
3 of Defendants' policies and/or practices of failing to comply with the California Labor Code, IWC
4 Wage Order No. 4, and the Business and Professions Code, as alleged in this Class Action Complaint.

5 34. **Adequacy:** Plaintiffs will fairly and adequately protect the interests of each Class
6 Member, with whom he has a well-defined community of interest and typicality of claims, as alleged
7 in this Class Action Complaint. Plaintiffs have no interest that is antagonistic to other Class Members.
8 Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action
9 discovery, certification, and settlement. Plaintiffs have and will continue to incur costs and attorneys'
10 fees that have and will necessarily be expended for the prosecution of this Class Action Complaint for
11 the substantial benefit of each Class Member.

12 35. **Superiority:** A class action is superior to other available methods for the fair and
13 efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

14 36. **Public Policy Considerations:** Certification of this Class Action Complaint as a class
15 action will advance public policy objectives. Employers throughout California regularly violate
16 employment and labor laws. Current employees, however, are often reluctant to assert their rights
17 individually because of fear of direct and/or indirect retaliation by their employers. Class actions, on
18 the other hand, provide anonymity to Class Members who are not specifically named as Plaintiffs in
19 the Class Action Complaint, which in turn facilitates the vindication of their rights without fear of
20 direct or indirect retaliation by their employers.

21 **GENERAL ALLEGATIONS**

22 **Failure to Pay Minimum Wages**

23 37. At all times relevant to this Class Action Complaint, Defendants had a policy and/or
24 practice of failing to pay Plaintiffs and other Class Members minimum wages for all hours worked, as
25 required by California law. Consequently, Plaintiffs and other Class Members worked numerous off-
26 the-clock hours for Defendants during the Class Period without receiving compensation.

27 38. Defendants had a policy and/or practice of requiring Plaintiffs and other Class
28 Members to work off the clock without receiving compensation.

1 39. First, Defendants had a policy and/or practice of not paying Plaintiffs and other Class
2 Members for performing preliminary work activities. During the time between arrival at the company
3 warehouse and departure from the company warehouse, Plaintiffs and other Class Members performed
4 numerous preliminary work activities, such as preparing the work truck and gathering the necessary
5 tools for the day. Defendants neither recorded the times Plaintiffs and other Class Members spent
6 performing these preliminary work activities nor compensated Plaintiffs and other Class Members for
7 performing these preliminary work activities.

8 40. Second, Defendants had a policy and/or practice of not paying Plaintiffs and other Class
9 Members for performing postliminary work activities. Specifically, when Plaintiffs and other Class
10 Members arrived back at Defendants' warehouse from the final job site, Plaintiffs and other Class
11 Members performed numerous postliminary work activities, such as cleaning the work truck and
12 unloading and cleaning the work tools. Defendants neither recorded the time Plaintiffs and other Class
13 Members spent performing these postliminary work activities nor compensated Plaintiffs and other
14 Class Members for performing these postliminary work activities.

15 41. Third, Defendants had a policy and/or practice of not paying Plaintiffs and other Class
16 Members for work performed during allotted times for meal periods. Specifically, Defendants
17 deducted thirty minutes for a first meal period from Plaintiffs and all other Class Members' time
18 worked even in instances when Plaintiffs and other Class Members worked through those supposed
19 lunch periods. Defendants neither recorded the time Plaintiffs and other Class Members spent
20 performing work during their time allotment for meal periods nor compensated Plaintiffs and other
21 Class Members for performing these work activities.

22 **Failure to Pay Overtime Wages**

23 42. At all times relevant to this Class Action Complaint, Defendants had a policy and/or
24 practice of failing to pay all overtime compensation owed to Plaintiffs and other Class Members, as
25 required by California law.

26 43. More specifically, Defendants employees worked in excess of ten (10) hours per day
27 due to the heavy schedule attending to Defendants' clients. Yet, they were not compensated for all of
28 their overtime by virtue of Defendants' failure to pay for preliminary and postliminary work, as well

1 as work performed while working through meal periods.

2 44. Defendants consequently failed to pay Plaintiffs and other Class Members all overtime
3 compensation for all hours Plaintiffs and other Class Members worked in excess of eight (8) hours in
4 a workday and/or in excess of forty (40) hours in a workweek. Furthermore, Defendants also
5 consequently failed to pay all double time compensation owed to Plaintiffs and other Class Members
6 for all hours Plaintiffs and other Class Members worked in excess of twelve (12) hours in a workday.

7 45. Defendants failed to pay all overtime and double time compensation owed to Plaintiffs
8 and other Class Members because Defendants had a policy and/or practice of not paying Plaintiffs and
9 other Class Members for all of the preliminary and postliminary work activities that Plaintiffs and
10 other Class Members worked “off-the-clock” during meal and rest periods.

11 46. As such, Defendants failed to pay Plaintiffs and other Class Members all overtime
12 compensation for all hours Plaintiffs and other Class Members worked in excess of eight (8) hours in
13 a workday and/or in excess of forty (40) hours in a workweek. Furthermore, Defendants also failed to
14 pay Plaintiffs and other Class Members all double time compensation for all hours Plaintiffs and other
15 Class Members worked in excess of (12) hours in a workday.

16 **Failure to Pay Premium Pay for Non-Compliant Meal Periods**

17 47. At all times relevant to this Class Action Complaint, Defendants had a policy and/or
18 practice of failing to provide Plaintiffs and other Class Members with compliant meal periods.

19 48. At all times relevant to this Class Action Complaint, Defendants also had a policy
20 and/or practice of failing to provide Plaintiffs and other Class Members with meal period premium
21 pay when Defendants failed to provide Plaintiffs and other Class Members with compliant meal
22 periods, as required by California law.

23 49. On most workdays, Defendants failed to provide Plaintiffs and other Class Members
24 with their first meal period before the end of the fifth hour of work in violation of California law. In
25 fact, Defendants had alarms set on company-provided cell phones given to route drivers that would
26 tell Class Members that their first meal period was to be taken at or after 10:00 AM, which ensured
27 that the meal period was always taken after the start of the fifth hour of work. Defendants’ policy and
28 practice also demanded from their employees that if they were in the middle of a job or client location

1 that they could not take their meal periods until the work was fully complete. As such, on most days,
2 Plaintiffs and Class Members would take their meal periods at or around the seventh or eighth hour of
3 work, as their regular day would start at 3:45 AM.

4 50. Defendants' supervisors determined when Plaintiffs and other Class Members received
5 meal periods and most of the time Defendants' supervisors did not permit Plaintiffs and other Class
6 Members with the opportunity to take their first meal periods before the end of their sixth hour of
7 work.

8 51. In addition, Plaintiffs and other Class Members did not complete their own time sheets
9 as the Defendants added an entry for first meal periods to their time records without confirmation or
10 approval from Plaintiffs and other Class Members that they were not working through those breaks.
11 In other words, Defendants' own time records are devoid of an actual recording of exact start and stop
12 times for each first meal period allegedly taken by Plaintiffs and Class Members. Instead, Defendants
13 merely demanded that Plaintiffs text in a company texting phone application a time for an allegedly
14 taken meal period. Notably, these time entries were always submitted at or around the seventh or
15 eighth hour of work and supervisors and managers were well aware of those times, as they themselves
16 were part of the texting chain.

17 52. Notably, Plaintiffs and Class Members only recorded two time punches per day: Start
18 and End time. All meal period entries were allegedly submitted by Defendants' agents. Defendants
19 could have had an electronic time system that would have allowed Plaintiffs and Class Members to
20 enter their meal period punches on their own while out in the field, yet chose not to do so for their
21 convenience – choosing instead a system of texting that did not allow employees the ability to audit
22 their own time records or to enter a notation if they were not able to take the full meal period or if they
23 had to work through the meal period.

24 53. Defendants also failed to provide Plaintiffs and other Class Members with a second
25 meal period on days when Plaintiffs and other Class Members worked more than ten (10) hours in a
26 day in violation of California law. Notably, Defendants' time records are devoid of any time entry or
27 notation delineating or describing the taking of a second meal periods for eligible shifts. Remarkably,
28 Defendants never demanded any of its employees to even use their texting application for second meal

1 periods despite the fact that their employees regularly worked in excess of ten hours per day.

2 54. Defendants knew or should have known that, as result of its failure to track and record
3 all off-the-clock hours worked, its lack of recording of the beginning and ending of meal periods, and
4 the pressure imposed on workers to complete jobs quickly, that it failed provide Plaintiffs and other
5 Class Members with timely and compliant first meal periods and failed provide Plaintiffs and other
6 Class Members with second meal periods on days when Plaintiffs and other Class Members worked
7 more than ten (10) hours in workday.

8 55. Defendants also knew or should have known that it did not pay Plaintiffs and other
9 Class Members meal period premium pay for incompliant first meal periods and for missed second
10 meal periods.

11 **Failure to Pay Premium Pay for Non-Compliant Rest Periods**

12 56. At all times relevant to this Class Action Complaint, Defendants had a policy and/or
13 practice of failing to provide Plaintiffs and other Class Members with compliant rest periods.

14 57. At all times relevant to this Class Action Complaint, Defendants also had a policy
15 and/or practice of failing to provide Plaintiffs and other Class Members with rest period premium pay
16 when Defendants failed to provide Plaintiffs and other Class Members with compliant rest periods.

17 58. Furthermore, based on the nature of the work schedule and the pressure to complete
18 jobs quickly, Defendants failed to provide Plaintiffs and other Class Members with their second rest
19 periods.

20 59. Notably, Defendants required employees to use a texting phone application to record
21 their first and second meal. Yet, there was no requirement that they stop working. In fact, employees
22 often texted work-related pictures during these breaks.

23 60. Defendants failed to pay Plaintiffs and other Class Members rest period premium pay
24 for days when Defendants failed to provide Plaintiffs and other Class Members compliant rest periods,
25 as required by California law.

26 61. Moreover, Defendants failed to provide Plaintiffs and other Class Members with a third
27 rest period on days when they worked in excess of ten hours per day.

28 62. Lastly, Defendants failed to provide Plaintiffs and other Class Members with a fourth

1 rest period in days when they worked in excess of fourteen hours per day.

2 63. Defendants also failed to pay Plaintiffs and other Class Members rest period premium
3 pay on days that Defendants failed to provide compliant third rest periods to Plaintiffs and other Class
4 Members.

5 **Failure to Provide Compliant Wage Statements and Maintain Required Payroll Records**

6 64. Because Defendants had a policy and/or practice of failing to pay Plaintiffs and other
7 Class Members for all hours worked and for all overtime hours worked at the correct overtime rate,
8 Defendants derivatively failed to provide Plaintiffs and other Class Members with accurate itemized
9 wage statements during the Class Period.

10 65. First, Defendants failed to provide Plaintiffs and other Class Members with accurate
11 itemized wage statements listing all gross wages earned in violation of California Labor sections 226,
12 subdivision (a)(1).

13 66. Second, Defendants failed to provide Plaintiffs and other Class Members with accurate
14 itemized wage statements listing all net wages earned in violation of California Labor sections 226,
15 subdivision (a)(2).

16 67. Third, Defendants failed to provide Plaintiffs and other Class Members with accurate
17 itemized wage statements listing all meal period premiums and rest period premiums owed to them.
18 For purposes of California law, wages earned include meal and rest period premium pay.

19 **Failure to Timely Pay Final Wages Upon Termination**

20 68. Because Defendants had a policy and/or practice of failing to pay Plaintiff IBARRA
21 MONTALVO and other Class Members for all hours worked and for all overtime hours worked at the
22 correct overtime rate, Defendants derivatively failed to pay Plaintiffs and other Class Members their
23 final wages on their last day of employment or within seventy-two (72) hours of resigning without
24 prior notice for at least three years before the filing of this Class Action Complaint, in violation of
25 California Labor Code sections 201, 202, and 203.

26 **Failure to Reimburse Business Expenses**

27 69. At all times Relevant to this Complaint, Defendants had policy and/or practice of not
28 reimbursing Plaintiffs and other Class Members for necessary business expenses, in violation of

1 California law.

2 70. At all times relevant to this Class Action Complaint, Defendants failed to provide
3 Plaintiffs and other Class Members with adequate tools, including but not limited to: car parts, tools
4 for the job, and various work clothing items. Plaintiffs and other Class Members instead had to pay
5 out-of-pocket for these necessary expenses.

6 71. Defendants could have provided Plaintiffs and other Class Members with the actual
7 tools for use on the job. Defendants also could have reimbursed Plaintiffs and other Class Members
8 for out-of-pocket expenses in purchasing tools for use on the job. Instead, Defendants passed these
9 operating costs off onto Plaintiffs and other Class Members in violation of California law.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY MINIMUM WAGES**

12 **[Cal. Labor Code, §§ 1182.12, 1194, 1194.2, 1197, 1198;**

13 **IWC Wage Order No. 4-2001, § 4]**

14 **(Brought by Plaintiffs Against All Defendants)**

15 72. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
16 paragraphs of this Class Action Complaint.

17 73. California Labor Code sections 1182.12 and 1197, and IWC Wage Order No. 4 section
18 4, require Defendants to pay Plaintiffs and other Class Members at least the state hourly minimum
19 wage for every hour Defendants required, suffered, or permitted Plaintiffs and other Class Members
20 to work during the Class Period.

21 74. California Labor Code section 1198 makes unlawful the employment of an employee
22 under conditions the IWC prohibits.

23 75. California Labor Code sections 1194, subdivision (a), and 1194.2, subdivision (a),
24 provide that an employer that fails to pay its employees the legal minimum wage is liable to the
25 employees for the unpaid balance of the unpaid wages, interest at a rate of 10 percent per annum under
26 California Labor Code section 218.6, and liquidated damages in an amount equal to the unpaid wages.

27 76. California Labor Code section 558.1, subdivision (a), provides for liability for an “other
28 person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating

1 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
2 violates, or causes to be violated, [Labor Code] Section[] . . . 1194.” California Labor Code section
3 558.1, subdivision (b), provides that an “other person acting on behalf of an employer” is “a natural
4 person who is an owner, director, officer, or managing agent” of an employer.

5 77. On information and belief, Defendant SAMUEL T. CHUNG is and was, at relevant
6 times, an owner, director, officer or managing agent of Defendant COPIA RESOURCES, INC. and
7 violated or caused to be violated the provisions regulating minimum wages or hours and days of work
8 in the applicable IWC Wage Order and California Labor Code section 1194. Defendant CHUNG is
9 therefore individually liable for the alleged violations arising under California Labor Code section
10 1194.

11 78. At all times relevant time to this Class Action Complaint, Defendants had a policy
12 and/or practice of failing to pay Plaintiffs and other Class Members at least the minimum wage for all
13 hours Plaintiffs and other Class Members worked for Defendants in violation of California Labor Code
14 sections 1182.12, 1194, 1197, including: time that Defendants required, suffered, or permitted
15 Plaintiffs and other Class Members to work performing preliminary work activities; time that
16 Defendants required, suffered, or permitted Plaintiffs and other Class Members to work during and
17 through meal periods; and time that Defendants required, suffered, or permitted Plaintiffs and other
18 Class Members to work performing postliminary work activities.

19 79. Defendants knowingly and willfully failed to pay Plaintiffs and other Class Members
20 minimum wages for all hours they worked for Defendants as required by California law.

21 80. As a direct and proximate result of Defendants’ failure to pay Plaintiffs and other Class
22 Members minimum wages for all hours they worked for Defendants as required by California law,
23 Plaintiffs and Class Members sustained damages.

24 81. Pursuant to California Labor Code sections 1194, 1194.2, and 1197, Plaintiffs and other
25 Class Members can recover from Defendants the unpaid balance of their unpaid minimum wages, as
26 well as interest at a rate of 10 percent per annum under California Labor Code section 218.6, costs,
27 liquidated damages in an amount equal to the wages unlawfully unpaid, and attorneys’ fees.

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES**

3 **[Cal. Labor Code, §§ 1194 and 1198; IWC Wage Order No. 4-2001, § 3]**

4 **(Brought by Plaintiffs Against All Defendants)**

5 82. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
6 paragraphs of this Class Action Complaint.

7 83. California Labor Code sections 510, 1194, and 1198, and IWC Wage Order No. 4
8 require Defendants to pay Plaintiffs and other Class Members overtime wages at the correct overtime
9 rate for all overtime hours Defendants required, suffered, or permitted Plaintiffs and other Class
10 Members to work during the Class Period.

11 84. California Labor Code section 1198 makes unlawful the employment of an employee
12 under conditions the IWC prohibits. Moreover, California Labor Code section 510 and IWC Wage
13 Order No. 4 section 3 require employers to pay hourly, non-exempt employees overtime wages at one
14 and-one-half times the employee's regular hourly rate for hours worked in excess of eight (8) hours in
15 a workday or forty (40) hours in a workweek or for the first eight (8) hours worked on the seventh day
16 of work, and to pay overtime wages at double the employee's regular hourly rate for hours worked in
17 excess of twelve (12) hours in a workday or in excess of eight (8) hours in a workday on the seventh
18 day of work.

19 85. California Labor Code section 1194, subdivision (a), entitles an employee to recover
20 the unpaid balance of all unpaid overtime compensation in a private right of action.

21 86. California Labor Code section 558.1, subdivision (b), provides that an "other person
22 acting on behalf of an employer" is "a natural person who is an owner, director, officer, or managing
23 agent" of an employer.

24 87. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
25 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
26 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
27 IWC Wage Order and California Labor Code section 1194. Defendant CHUNG is therefore
28 individually liable for the alleged violations arising under California Labor Code section 1194.

1 88. At all times relevant to this Class Action Complaint, Plaintiffs and other Class
2 Members regularly worked overtime hours on a daily and weekly basis.

3 89. At all times relevant to this Class Action Complaint, Defendants failed to pay overtime
4 wages to Plaintiffs and other Class Members as required by the California Labor Code and IWC Wage
5 Order No. 4 section 3 because of the following three polies and/or practices that applied to Plaintiffs
6 and other Class Members' employment with Defendants during the Class Period.

7 90. First, Defendants had a policy and/or practice of paying overtime for hours worked in
8 excess of ten (10) hours per workday, instead of hours worked in excess of eight (8) hours per workday,
9 in violation of California Law.

10 91. Second, Defendants had a policy and/or practice of failing to pay Plaintiffs and other
11 Class Members for all of the preliminary and postliminary work activities that Defendants suffered or
12 permitted Plaintiffs and other Class Members to work "off-the-clock."

13 92. Third, Defendants had a policy and/or practice of failing to pay Plaintiffs and other
14 Class Members for work performed during the time allotted for meal periods. Defendants discounted
15 this time from Plaintiffs and other Class Members' work time when it should have added to the total
16 of overtime hours worked in days worked in excess of 8 hours and in weeks when they worked in
17 excess of 40 hours.

18 93. Defendants knowingly and willfully failed to pay Plaintiffs and other Class Members
19 overtime wages at the correct overtime rate for all overtime hours that Defendants required, suffered,
20 or permitted Plaintiffs and other Class Members to work during the Class Period.

21 94. As a direct and proximate result of Defendants' failure to pay Plaintiffs and other Class
22 Members all overtime wages at the correct overtime rate for all overtime hours that Defendants
23 required, suffered, or permitted Plaintiffs and other Class Members to work during the Class Period
24 as required by California law, Plaintiffs and members of the Class sustained damages.

25 95. Pursuant to California Labor Code section 1194, subdivision (a), Plaintiffs and other
26 Class Members can recover from Defendants their unpaid overtime compensation, as well as interest
27 thereon at a rate of ten percent per annum under California Labor Code section 218.6, costs, and
28 attorneys' fees.

1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 **[Cal. Labor Code, §§ 226.7 and 512, subd. (a); IWC Wage Order No. 4-2001, § 10]**

4 **(Brought by Plaintiffs Against All Defendants)**

5 96. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
6 paragraphs of this Class Action Complaint.

7 97. California Labor Code section 1198 makes unlawful the employment of an employee
8 under conditions the IWC prohibits.

9 98. California Labor Code section 226.7, subdivision (b), makes it unlawful for employers
10 to require hourly, non-exempt employees to work during any meal period mandated by an applicable
11 IWC Order.

12 99. California Labor Code section 512 and IWC Wage Order No. 4 section 10, subsection
13 (A), prohibit employers from employing a worker for more than five hours without providing a meal
14 period of at least 30 minutes. California Labor Code section 512 also prohibits employers from
15 employing a worker for more than 10 hours without providing a second meal period of at least 30
16 minutes.

17 100. California Labor Code section 512, subdivision (a), and IWC Wage Order No. 4,
18 section 10, subsection (B), also make it unlawful for an employer, like Defendants, to require, suffer,
19 or permit an employee to work for a work period of more than ten (10) hours per day without providing
20 the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that
21 when the total hours worked is no more than twelve (12) hours, the second meal period may be waived
22 by mutual consent of the employer and the employee but only if the first meal period was not waived
23 by the employee.

24 101. Under both California Labor Code section 226.7, subdivision (c), and IWC Wage Order
25 No. 4 section 10, subsection (F), if an employer fails to provide an employee with a compliant meal
26 period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for
27 each workday that the employer did not provide the employee with a compliant meal period.

28 102. California Labor Code section 558.1, subdivision (a), provides for liability for an "other
19.

1 person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating
2 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
3 violates, or causes to be violated, [Labor Code] Section[] . . . 226.7.”

4 103. California Labor Code section 558.1, subdivision (b), provides that an “other person
5 acting on behalf of an employer” is “a natural person who is an owner, director, officer, or managing
6 agent” of an employer.

7 104. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
8 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
9 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
10 IWC Wage Order and California Labor Code section 226.7. Defendant CHUNG is therefore
11 individually liable for the alleged violations arising under California Labor Code section 226.7.

12 105. At all times relevant to this Complaint, Defendants failed to provide Plaintiffs and other
13 Class Members with meal periods that complied with California Labor Code sections 226.7 and 512
14 and IWC Wage Order No. 4. First, on most workdays, Defendants failed to provide Plaintiffs and other
15 Class Members with a timely first meal period because Defendants’ supervisors did not permit
16 Plaintiffs and other Class Members with the opportunity to take their first meal periods before the end
17 of their fifth hour of work. Second, Defendants failed to provide Plaintiffs and other Class Members
18 with second meal periods on days when Plaintiffs and other Class Members worked more than ten
19 (10) hours in a workday.

20 106. At all times relevant to this Complaint, Defendants failed to pay Plaintiffs and other
21 Class Members premium pay when Defendants failed to provide them with compliant meal periods in
22 accordance with California Labor Code sections 226.7 and 512 and IWC Wage Order No. 4.

23 107. At all times relevant to this Complaint, Defendants knowingly and willfully failed to
24 pay Plaintiffs and other Class Members premium pay when Defendants failed to provide them with
25 compliant meal periods as required by California law.

26 108. As a direct and proximate result of Defendants’ failure to pay premiums when
27 Defendants failed to provide Plaintiffs and Meal Period Class Member with compliant meal periods
28 as required by California law, Plaintiffs and other Class Members sustained economic damages.

109. Pursuant to California Labor Code section 226.7, subdivision (c), and IWC Wage Order No. 4 section 10, subdivision (F), Plaintiffs and other Class Members can recover from Defendants one additional hour of pay at Plaintiffs' and other Meal Period Class Member's regular hourly rate of pay for each workday that Defendants failed to provide them with a compliant meal period as required by California law, interest thereon at a rate of seven percent per annum under California Civil Code section 3287, and costs of suit.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

[Cal. Labor Code, § 226.7; IWC Wage Order No. 4-2001, § 11]

(Brought by Plaintiffs Against All Defendants)

110. Plaintiffs and other Class Members re-allege and incorporate by reference all previous paragraphs of this Class Action Complaint.

111. California Labor Code section 1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

112. California Labor Code section 226.7, subdivision (b), prohibits an employer from requiring an employee to work during any rest period required by an applicable IWC Wage Order. IWC Wage Order 4 section 11, subsection (A), requires employers to authorize and permit employees who work three and one half or more hours in a workday to take a paid rest period of at least 10 minutes for every four hours worked or major fraction thereof, which insofar as practicable shall be in the middle of each work period.

113. Under both California Labor Code section 226.7, subdivision (c), and IWC Wage Order No. 4 section 11, subsection (D), if an employer fails to provide an employee with a compliant rest period, the employer must pay the employee one hour of pay at the employee's regular rate of pay for each workday that the employer did not provide a compliant rest period.

114. California Labor Code section 558.1, subdivision (a), provides for liability for an “other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, [Labor Code] Section[] . . . 226.7.”

1 115. California Labor Code section 558.1, subdivision (b), provides that an “other person
2 acting on behalf of an employer” is “a natural person who is an owner, director, officer, or managing
3 agent” of an employer.

4 116. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
5 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
6 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
7 IWC Wage Order and California Labor Code section 226.7. Defendant CHUNG is therefore
8 individually liable for the alleged violations arising under California Labor Code section 226.7.

9 117. At all times relevant to this Complaint, Defendants failed to provide Plaintiffs and other
10 Class Members with rest periods that complied with the California Labor Code 226.7 and IWC Wage
11 Order No. 4. First, instead of providing the first rest period in the middle of the work period,
12 Defendants had a policy and/or practice of combining the first rest period with the first meal period
13 without any practical business justification during the Class Period. Second, based on the nature of the
14 work schedule and the pressure imposed on workers to complete jobs quickly, Defendants failed
15 provide Plaintiff and other Class Members with their second rest periods during the Class Period.

16 118. At all times relevant to this Complaint, Defendants failed to provide Plaintiffs and other
17 Class Members with the premium pay as required by California Labor Code section 226.7 when
18 Defendants failed to provide them with complaint rest periods in accordance with California Labor
19 Code sections 226.7 and 512 and IWC Wage Order No. 4.

20 119. At all times relevant to this Complaint, Defendants knowingly and willfully failed to
21 pay Plaintiffs and other Class Members premium pay when Defendants failed to provide them with
22 compliant rest periods as required by California law.

23 120. As a direct and proximate result of Defendants’ failure to pay premium when
24 Defendants failed to provide Plaintiffs and Class Members with compliant rest periods as required by
25 California law, Plaintiffs and other Class Members sustained economic damages.

26 121. Pursuant California Labor Code section 226.7, subdivision (c), and IWC Wage Order
27 No. 4 section (11), subsection (D), Plaintiffs can recover from Defendants one additional hour of pay
28 at the Plaintiffs’ and other Rest Period Class Member’s regular hourly rate of pay for each workday

1 that Defendants failed to provide Plaintiffs and other Class Members with a compliant rest period as
2 required by California law, including interest thereon at a rate of seven percent per annum under
3 California Civil Code section 3287, and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

6 **[Cal. Labor Code § 226; IWC Wage Order No. 4-2001, § 6]**

7 **(Brought by Plaintiffs Against All Defendants)**

8 122. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
9 paragraphs of this Class Action Complaint.

10 123. California Labor Code section 226, subdivision (a), requires employers to provide to
11 their employees, on a semimonthly basis or at time the employer pays wages, with an accurate itemized
12 wage statement in writing detailing the following information: (1) gross wages earned; (2) total hours
13 worked by the employee ; (3) the number of piece-rate units earned and any applicable piece rate if
14 the employee is paid on a piece-rate basis; (4) all deductions, provided that all a deductions made on
15 written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6)
16 the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his
17 or her social security number; (8) the name and address of the legal entity that is the employer; and
18 (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee.

20 124. IWC Wage Order No. 4 section 6, subsection (B), similarly requires employers to
21 provide their employees, on a semimonthly basis or at time of the employer pays wages, with an
22 accurate itemized wage statement in writing detailing the following information: all deductions; the
23 inclusive dates of the period for which the employee is paid; the name of the employee or the
24 employee's social security number; and the name of the employer.

25 125. California Labor Code section 226, subdivision (e), provides that an employee who
26 suffers injury as a result of a knowing and intentional failure by an employer to comply with section
27 226, subdivision (a), may recover the greater of actual damages or the statutory penalty of fifty dollars
28 (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per

1 employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four
2 thousand dollars (\$4,000).

3 126. California Labor Code section 226, subdivision (e)(2)(B), provides that an employee is
4 deemed to suffer injury if the wage statement fails to accurately and completely provide certain
5 information and the employee cannot promptly and easily determine such information from the wage
6 statement alone. In relevant part, California Labor Code section 226, subdivision (e)(2)(B), provides
7 that an employee is deemed to suffer injury if the wage statement does not accurately and completely
8 state the total number of hours worked by the employee, all applicable hourly rates in effect during
9 the pay period, and the corresponding number of hours worked at each hourly rate.

10 127. Because Defendants had a policy and/or practice of failing to pay Plaintiffs and other
11 Class Members and other Class Members for all hours worked and for all overtime hours worked at
12 the correct overtime rate, Defendants intentionally and willfully failed to provide Plaintiffs and other
13 Class Members with accurate itemized wage statements as required by California law. First,
14 Defendants failed to provide Plaintiffs and other Class Members with accurate itemized wage
15 statements listing all gross wages earned in violation of California Labor sections 226, subdivisions
16 (a)(1). Second, Defendants failed to provide Plaintiffs and other Class Members with accurate itemized
17 wage statements listing all net wages earned in violation of California Labor sections 226, subdivisions
18 (a)(2). Third, Defendants failed to provide Plaintiffs and other Class Members with accurate itemized
19 wage statements listing all hourly rates in violation of California Labor sections 226, subdivisions
20 (a)(9).

21 128. California Labor Code section 558.1, subdivision (b), provides that an “other person
22 acting on behalf of an employer” is “a natural person who is an owner, director, officer, or managing
23 agent” of an employer.

24 129. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
25 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
26 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
27 IWC Wage Order and California Labor Code section 226. Defendant CHUNG is therefore individually
28 liable for the alleged violations arising under California Labor Code section 226.

1 130. Because Defendants had a policy and/or practice of failing to pay Plaintiffs and other
2 Class Members and other Class Members for all hours worked and for all overtime hours worked at
3 the correct overtime rate, Defendants derivatively failed to provide Plaintiffs and other Class Members
4 with accurate itemized wage statements during the Class Period.

5 131. As a direct and proximate result of Defendants' failure to provide Plaintiffs and other
6 Class Members with accurate itemized wage statements as required by California law, Plaintiffs and
7 other Class Members suffered injury and damages.

8 132. Specifically, Plaintiffs and other Class Members were injured by Defendants'
9 intentional violation of California Labor Code section 226, subdivision (a), because they were denied
10 both their legal right and interest in receiving accurate, itemized wage statements under California
11 Labor Code section 226, subdivision (a). Plaintiffs and other Class Members were injured by
12 Defendants' intentional violation of California Labor Code section 226, subdivision (a), because it has
13 caused confusion over whether they received from Defendants all of the wages owed to them, in
14 addition to their difficulty and expense in reconstructing pay records and making mathematical
15 computations to analyze whether the wages paid to them did in fact compensate them for all hours
16 worked.

17 133. Plaintiffs and other Class Members can recover from Defendants the greater of their
18 actual damages caused by Defendants' failure to comply with California Labor Code section 226,
19 subdivision (a), or an aggregate penalty not exceeding four thousand dollars per employee, reasonable
20 attorneys' fees, and costs of suit.

21 134. California Labor Code section 226, subdivision (h), authorizes courts to issue
22 injunctive relief to remedy violations of section 226, subdivision (a). Plaintiffs and other Class
23 Members can obtain injunctive relief enjoining Defendants: (i) to immediately begin providing
24 Plaintiffs and other Class Members itemized wage statements containing all of the information
25 required by California Labor Code section 226, subdivision (a); and (ii) to immediately provide all
26 Plaintiffs and other members of the Class the information required by California Labor Code section
27 226, subdivision (a), dating back to those employees' beginning of employment or to the start of the
28 applicable limitations period, whichever is further back in time.

1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT**

3 **[Cal. Labor Code, §§ 201, 202, and 203]**

4 **(Brought by Plaintiff IBARRA MONTALVO Against All Defendants)**

5 135. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
6 paragraphs of this Complaint.

7 136. California Labor Code section 201 requires an employer who discharges an employee
8 to pay all compensation due and owing to that employee immediately upon the employee's discharge
9 from employment.

10 137. California Labor Code section 202 requires an employer promptly to pay all
11 compensation due and owing to an employee within 72 hours after that employee's employment
12 terminates, including by resignation.

13 138. California Labor Code section 203 provides that if an employer willfully fails to pay
14 all compensation due promptly upon discharge or resignation, as required by sections 201 and 202,
15 the employer shall be liable for waiting time penalties in the form of continued compensation for up
16 to thirty (30) days.

17 139. California Labor Code section 558.1, subdivision (a), provides for liability for an "other
18 person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating
19 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
20 violates, or causes to be violated, [Labor Code] Section[] 203."

21 140. California Labor Code section 558.1, subdivision (b), provides that an "other person
22 acting on behalf of an employer" is "a natural person who is an owner, director, officer, or managing
23 agent" of an employer.

24 141. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
25 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
26 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
27 IWC Wage Order and California Labor Code section 203. Defendant CHUNG is therefore individually
28 liable for the alleged violations arising under California Labor Code section 203.

1 142. As alleged in this Class Action Complaint, the unpaid wages owed to Plaintiff IBARRA
2 MONTALVO and other Class Members at the time of termination of their employment include unpaid
3 regular, overtime, and double time wages.

4 143. At all times relevant to this Class Action Complaint, by failing to properly compensate
5 Plaintiff IBARRA MONTALVO and other Class Members upon separation, including but not limited
6 to Defendants' failure to properly pay Plaintiff IBARRA MONTALVO and other Class Members
7 wages for all hours worked when due, i.e. minimum wages, overtime wages, and double time wages,
8 Defendants willfully failed to pay all compensation owed to Plaintiff IBARRA MONTALVO and
9 Class Members in accordance with California Labor Code sections 201 and 202.

10 144. As a direct and proximate result of Defendants' failure to pay all wages due upon
11 separation, Plaintiff IBARRA MONTALVO and other Class Members sustained damages.

12 145. Plaintiff IBARRA MONTALVO and other Class Members can recover from
13 Defendants the statutory penalty wages for each calendar day they were not paid their owed
14 compensation, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

17 **[Cal. Labor Code § 2802; IWC Wage Order No. 4-2001, § 8]**

18 **(Brought by Plaintiffs Against All Defendants)**

19 146. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
20 paragraphs of this Class Action Complaint.

21 147. California Labor Code sections 2802, subdivision (a), requires employers to reimburse
22 their employees for all necessary expenditures incurred by their employees in direct consequence of
23 the discharge of their job duties or in direct consequence of their obedience to the directions of the
24 employer.

25 148. IWC Wage Order No. 4 section 8, subdivision (B), provides: "When the employer
26 requires the use of tools or equipment or they are necessary for the performance of a job, such tools
27 and equipment shall be provided and maintained by the employer, except that an employee whose
28 wages are at least two (2) times the minimum wage may provide and maintain hand tools and

1 equipment customarily required by the particular trade or craft in conformity with Labor Code Section
2 2802.”

3 149. California Labor Code section 558.1, subdivision (a), provides for liability for an “other
4 person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating
5 minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or
6 violates, or causes to be violated, [Labor Code] Section[] . . . 2802.”

7 150. California Labor Code section 558.1, subdivision (b), provides that an “other person
8 acting on behalf of an employer” is “a natural person who is an owner, director, officer, or managing
9 agent” of an employer.

10 151. On information and belief, Defendant CHUNG is and was, at relevant times, an owner,
11 director, officer or managing agent of Defendant COPIA RESOURCES, INC. and violated or caused
12 to be violated the provisions regulating minimum wages or hours and days of work in the applicable
13 IWC Wage Order and California Labor Code section 2802. Defendant CHUNG is therefore
14 individually liable for the alleged violations arising under California Labor Code section 2802.

15 152. At all times relevant to this Class Action Complaint, Defendants failed to provide
16 Plaintiffs and other Class Members all tools, supplies and equipment necessary to perform their job
17 duties, as well as, various work cloth items.

18 153. By requiring Plaintiffs and other Business Expenses Class Members to pay for work-
19 related expenses without reimbursement, even though Plaintiffs and other Class Members’ wages were
20 not at least twice the minimum wage, Defendants violated California Labor Code section 2802 and
21 IWC Wage Order No. 4 section 8.

22 154. Defendants knowingly and willfully failed to reimburse Plaintiffs and other Class
23 Members for all necessary work-related expenses and costs.

24 155. As a direct and proximate result of Defendants’ failure to reimburse Plaintiffs and other
25 Class Members for all necessary work-related expenses and costs as required by California law,
26 Plaintiffs and other Class Members sustained damages.

27 156. Pursuant to California Labor Code section 2802, subdivision (c), Plaintiffs and other
28 Class Members can recover from Defendants their business-related expenses and costs incurred during

1 the course and scope of their employment plus interest accrued from the date on which they incurred
2 the necessary expenditures at a rate of seven percent per annum per California Civil Code section
3 3287, reasonable attorneys' fees, and costs of suit.

4 **EIGHTH CAUSE OF ACTION**

5 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES**

6 **[Cal. Business & Professions Code, §§ 17200 et seq.]**

7 **(Brought by Plaintiffs Against All Defendants)**

8 157. Plaintiffs and other Class Members re-allege and incorporate by reference all previous
9 paragraphs of this Class Action Complaint.

10 158. As alleged in this Class Action Complaint, Defendants' conduct, has been, and
11 continues to be, unfair, unlawful, and harmful to Plaintiffs, other UCL Class Members, and to the
12 general public. Plaintiffs and other UCL Class Members seek to enforce important rights affecting the
13 public interest within the meaning of Code of Civil Procedure section 1021.5.

14 159. As alleged in this Class Action Complaint, Defendants' actions violate California law
15 and constitute unlawful business acts and practices in violation of California Business & Professions
16 Code sections 17200 et seq.

17 160. A violation of California Business & Professions Code section 17200 et seq. may be
18 predicated on the violation of any state or federal law. In the present case, Defendants' policy and/or
19 practice of failing to pay all regular, overtime, and double-time wages due to Plaintiffs and other UCL
20 Class Members violates California Labor Code sections 1194 and 1198 and IWC Wage Order No. 4;
21 Defendants' policy and/or practice of not providing Plaintiffs and other UCL Class Members with
22 meal and rest period premiums for workdays that Plaintiffs and other UCL Class Members did not
23 receive compliant meal and rest periods violates California Labor Code sections 226.7 and 512,
24 subdivision (a), and IWC Wage Order No. 4; Defendants' policy and/or practice of not timely paying
25 all wages owed to Plaintiffs and Class Members upon resignation or termination violates California
26 Labor Code sections 201, 202, and 203; Defendants' policy and/or practice of not fully reimbursing
27 Plaintiffs and Class Members for necessary work-related expenses and costs incurred during their
28 employment violates California Labor Code sections 2800 and 2802 and IWC Wage Order No. 4; and

Defendants' policy and/or practice of failing to provide accurate itemized wage statements violates California Labor Code section 226 and IWC Wage Order No. 4.

161. As alleged in this Complaint, Defendants' unlawful business acts and practices, involve, but not necessarily limited to the loss of money and/or property.

162. Because of Defendants violations of the California Labor Code and IWC Wage Order No. 4, Plaintiffs and other UCL Class Members sustained damages and/or injuries.

163. Pursuant to California Business & Professions Code sections 17200 et seq., Plaintiffs and other UCL Class Members can recover from Defendants restitution in the amount of the wages unlawfully withheld and retained by Defendants during the Class Period; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs and other UCL Class Members; costs; and attorneys' fees pursuant to California Code of Civil Procedure section 1021.5.

REQUEST FOR A JURY TRIAL

164. Plaintiffs and other Class Members hereby demand a jury trial on all triable causes of action.

PRAYER FOR RELIEF

165. WHEREFORE, Plaintiffs and other Class Members pray for the following relief and judgment:

- a. For an order that the action be certified as a class action;
- b. For an order appointing Plaintiffs as representatives of the Class;
- c. For appointment of Macias Rodriguez Adams LLP as class counsel for all purposes;
- d. An award for compensatory damages including, but not limited to, lost and unpaid minimum, overtime, and double time wages, and unreimbursed necessary expenditures and/or losses incurred in direct consequence of Plaintiffs' and other Class Members' discharge of their duties;
- e. An award for meal period premiums for non-compliant meal periods, pursuant to California Labor Code section 226.7, subdivision (c), and IWC Wage Order No. 4 section 10, subdivision (F);
- f. An award for rest period premiums for non-compliant rest periods, pursuant to

1 California Labor Code section 226.7, subdivision (c), and IWC Wage Order No. 4 section 11,
2 subdivision (D);

3 g. An award for statutory penalties provided by law, including, but not limited to,
4 those in California Labor Code sections 203 and 226, subdivision (e);

5 h. An award for liquidated damages pursuant to California Labor Code section
6 1194.2, in an amount equal to the unpaid minimum wages;

7 i. Restitution of all amounts owed, pursuant to California Business & Professions
8 Code section 17200 et seq, including minimum, overtime, and double time wages and interest thereon.

9 j. Disgorgement of profits and all other appropriate equitable relief authorized by
10 California Business & Professions Code section 17203;

11 k. Attorneys' fees and litigation expenses pursuant to Labor Code sections 218.5,
12 226, subdivision (h), 1194, subdivision (a), 2802, and California Code of Civil Procedure section
13 1021.5, and such other provisions as may be applicable;

14 l. Pre-judgment and post-judgment interest on all sums awarded;

15 m. Costs of suit; and

16 n. For such other and further relief as is equitable, just, and proper.

17
18 Dated: April 14, 2023

19
20 

21 _____
22 JOSE MACIAS, JR.
23 HECTOR RODRIGUEZ
24 TRAVIS M. ADAMS

25 **MACIAS RODRIGUEZ ADAMS LLP**

26 Attorneys for Plaintiffs
27 PEDRO MARTINEZ, JORGE GUZMAN, and
28 JUAN MONTALVO