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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

JORGE LUIS FLORES, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

JUST RIGHT PAINTING INC., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV19382

**CLASS ACTION COMPLAINT AND
ENFORCEMENT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510, 1194, and 1198 (Failure to Pay Regular and Overtime Wages);
- (2) Violation of California Labor Code § 1198 and IWC Wage Order 16 (Failure to Record Meal Periods);
- (3) Violation of California Labor Code § 226.7 (Failure to Provide Compliant Rest Periods or Pay Premium Compensation in Lieu Thereof);
- (4) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business-Related Expenses);
- (5) Violation of California Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements);

- (6) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);
- (7) Violation of California Business & Professions Code § 17200, *et seq.*; and
- (8) Penalties pursuant to California Labor Code § 2698, *et seq.* (Private Attorneys General Act) and California Labor Code § 558

JURY TRIAL DEMANDED

Plaintiff JORGE LUIS FLORES, individually and on behalf of all other members of the public similarly situated, alleges as follows:

THE PARTIES

1. Plaintiff JORGE LUIS FLORES (“Plaintiff”) is at least 18 years of age and is a resident of the County of Los Angeles in the State of California.

2. Defendant JUST RIGHT PAINTING INC., was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

3. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 10, but prays for leave to amend and serve such fictitiously named defendants pursuant to California Code of Civil Procedure § 474 once their names and capacities become known.

4. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are the partners, agents, owners, shareholders, managers or employees JUST RIGHT PAINTING INC. and were acting on behalf of JUST RIGHT PAINTING INC. at all relevant times.

5. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to JUST RIGHT PAINTING INC. and DOES 1 through 10 (collectively “Defendants”), each acting as the agent for the other,

1 with legal authority to act on the other's behalf. The acts of any and all Defendants were in
2 accordance with, and represent the official policy of Defendants.

3 6. At all relevant times herein mentioned, Defendants, and each of them, ratified each
4 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
5 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
6 proximately causing the damages herein alleged.

7 7. Plaintiff is informed and believes, and thereon alleges, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

10
11 **JURISDICTION AND VENUE**

12 8. This class action is brought pursuant to California Code of Civil Procedure § 382.
13 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
14 of the Superior Court and will be established according to proof at trial. The amount in
15 controversy for each class representative, including claims for compensatory damages and pro rata
16 share of attorneys' fees, is less than \$75,000.

17 9. This Court has jurisdiction over this action pursuant to the California Constitution,
18 Article VI, Section 10, which grants the Superior Court "original jurisdiction in all causes except
19 those given by statute to other courts." The statutes under which this action is brought do not
20 specify any other basis for jurisdiction.

21 10. This Court has jurisdiction over all Defendants because, upon information and
22 belief, each party is either a citizen of California, has sufficient minimum contacts in California, or
23 otherwise intentionally avails itself of the California market so as to render the exercise of
24 jurisdiction over it by the California courts consistent with traditional notions of fair play and
25 substantial justice.

26 11. Venue is proper in this Court because, upon information and belief, one or more of
27 the named Defendants reside, transact business, or have offices in this county and the acts and
28 omissions alleged herein took place in this county.

12. Plaintiff has timely provided notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants, pursuant to California Labor Code § 2699.3.

CLASS ACTION ALLEGATIONS

13. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

14. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

15. Plaintiff’s proposed class consists of and are defined as:

All non-exempt employees who have worked for Defendants in the State of California at any time between four years prior to the filing of this complaint and the date of final judgment in this action.

16. Plaintiff’s proposed PAGA subclass consists of and is defined as:

All non-exempt employees who have worked for Defendants in the State of California at any time between April 11, 2022 and the date of certification of the class in this lawsuit.

17. Plaintiff reserves the right to establish additional subclasses as appropriate.

18. There is a well-defined community of interest in the litigation and the class is readily ascertainable:

(a) Numerosity: The members of the class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time, however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect

1 the interests of each class member with whom he has a well-defined community
2 of interest, and Plaintiff's claims (or defenses, if any) are typical of all class
3 members' as demonstrated herein.

4 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect
5 the interests of each class member with whom he has a well-defined community
6 of interest and typicality of claims, as demonstrated herein. Plaintiff
7 acknowledges that he has an obligation to make known to the Court any
8 relationship, conflicts or differences with any class member. Plaintiff's
9 attorneys, the proposed class counsel, are well-versed in the rules governing class
10 action discovery, certification, and settlement. Plaintiff and his counsel have
11 incurred, and throughout the duration of this action, will continue to incur costs
12 and attorneys' fees that have been, are, and will be necessarily expended for the
13 prosecution of this action for the substantial benefit of each class member.

14 (d) Superiority: The nature of this action makes the use of class action
15 adjudication superior to other methods. A class action will achieve economies of
16 time, effort and expense as compared with separate lawsuits, and will avoid
17 inconsistent outcomes because the same issues can be adjudicated in the same
18 manner and at the same time for the entire class.

19 (e) Public Policy Considerations: Employers in the State of California violate
20 employment and labor laws every day. Current employees are often afraid to
21 assert their rights out of fear of direct or indirect retaliation. Former employees
22 are fearful of bringing actions because they believe their former employers might
23 damage their future endeavors through negative references and/or other means.
24 Class actions provide the class members who are not named in the complaint with
25 a type of anonymity that allows for the vindication of their rights at the same time
26 as their privacy is protected.

27 19. There are common questions of law and fact as to the class (and each subclass, if
28 any) that predominate over questions affecting only individual members, including but not limited

1 to:

- 2 (a) Whether Defendants paid Plaintiff and similarly situated employees no
3 less than the applicable minimum wage for all hours worked, as required by
4 California law;
- 5 (b) Whether Defendants paid Plaintiff and similarly situated employees for all
6 of their overtime hours at the correct hourly rate, as required by California law;
- 7 (c) Whether Defendants failed to keep accurate records of meal periods;
- 8 (d) Whether Defendants have provided Plaintiff and class members with 10-
9 minute rest periods for every four hours worked or major fraction thereof, and
10 whether Defendants have paid the required premiums when such rest periods
11 were not provided, as required by California law;
- 12 (e) Whether Defendants reimbursed Plaintiff and class members for all
13 necessary business-related expenses;
- 14 (f) Whether Defendants provided accurate, itemized wage statements to
15 Plaintiff and class members, as required by California law;
- 16 (g) Whether Defendants paid Plaintiff and class members all wages owed
17 upon the separation of their employment within the time periods required by
18 California law;
- 19 (h) Whether Defendants' conduct, as described above, was willful or reckless;
- 20 (i) Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code § 17200, *et seq.*; and
- 22 (j) The appropriate amount of damages, restitution, or monetary penalties
23 resulting from Defendants' violations of California law.
- 24

25 **GENERAL ALLEGATIONS**

26 20. At all relevant times set forth herein, Defendants employed Plaintiff and other
27 persons as non-exempt employees who belong to the class as set forth above.

28 21. Defendants employed Plaintiff JORGE LUIS FLORES as a non-exempt, hourly-

1 paid employee from approximately April 2022 to approximately September 2022. Plaintiff
2 worked as a painter for Defendants. His job duties included, among other tasks, traveling to
3 different job sites throughout Los Angeles County to complete various painting projects.

4 22. At all relevant times set forth herein, Defendants systematically failed to pay
5 regular and overtime wages to Plaintiff and other similarly situated non-exempt employees
6 (sometimes collectively “employees” or “class members”).

7 23. At all relevant times set forth herein, Defendants systematically failed to pay
8 overtime wages to Plaintiff and other similarly situated non-exempt employees (sometimes
9 collectively “employees” or “class members”). Defendants failed to compensate class members
10 for all overtime hours worked at 1.5 times their regular rate of pay.

11 24. At all relevant times set forth herein, Defendants systematically failed to record the
12 start and end times of employees’ meal periods.

13 25. At all relevant times set forth herein, Defendants systematically failed to provide
14 Plaintiff and other similarly situated employees with rest periods of at least 10 minutes for each 4
15 hours worked or major fraction thereof. Defendants implemented a policy and practice of
16 providing class members a single 45-minute meal period and no additional rest periods for the
17 duration of their shifts.

18 26. Defendants did not pay rest period premiums to Plaintiff and other similarly
19 situated employees when compliant rest periods were not provided.

20 27. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
21 other similarly situated employees for necessary business-related expenses, including, but not
22 limited to, using their personal vehicles for transport to and between various jobsites. Defendants’
23 pattern and practice was to unlawfully shift the costs of doing business onto Plaintiff and other
24 similarly situated employees by requiring them to pay these necessary work-related expenses out
25 of their own pockets.

26 28. At all relevant times set forth herein, Defendants failed to provide Plaintiff and
27 other similarly situated employees with paid sick leave at the rate of not less than one hour per
28 every 30 hours worked.

1 29. At all relevant times set forth herein, Defendants have failed to provide Plaintiff
2 and other similarly situated employees with accurate itemized wage statements, as required by
3 California Labor Code § 226(a). The number of hours worked and the corresponding hourly rates
4 are inaccurate as a consequence of Defendants' failure to pay overtime and rest period premium
5 wages, as set forth herein.

6 30. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
7 similarly situated employees all wages owed upon the separation of their employment, including
8 the unpaid overtime and rest period premium wages described herein.

9 31. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
11 advisors knowledgeable about California labor and wage law, employment and personnel
12 practices, and about the requirements of California law.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and similarly situated employees were entitled to receive
15 minimum wage for all hours worked as well as overtime pay at one-and-a-half times the regular
16 rate of pay, but that Plaintiff and similarly situated employees were not paid for all their hours
17 worked and/or were not paid at the correct hourly rate.

18 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other similarly situated employees were entitled to receive all
20 rest periods as required by California law, or payment of one additional hour of pay at the regular
21 rate of pay when a compliant rest period was not provided.

22 34. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
23 should have known that Plaintiff and similarly situated employees were entitled to receive
24 reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and
25 other similarly situated employees did incur such expenses and were not reimbursed.

26 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
27 should have known that they were required to record the start and end times of all employees'
28 meal periods.

1 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other similarly situated employees were entitled to accrued
3 paid sick days at the rate of not less than one hour per every 30 hours worked.

4 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other similarly situated employees were entitled to receive
6 complete and accurate wage statements in accordance with California law, and that such wage
7 statements were not provided.

8 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other similarly situated employees were entitled to timely
10 payment of all wages—including, without limitation, regular and overtime wages—due upon
11 termination or discharge in accordance with California law, and that they were not timely paid
12 such wages.

13 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
15 and other similarly situated employees, and that Defendants had the financial ability to pay such
16 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
17 Plaintiff and other similarly situated employees that they were properly denied wages, all in order
18 to increase Defendants' profits.

19 40. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall
20 limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or
21 her] under this article.

22 41. At all relevant times set forth herein, the California Private Attorneys General Act,
23 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

24 42. At all times herein set forth, PAGA provides that any provision of law under the
25 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
26 for violations of the California Labor Code may, as an alternative, be recovered through a civil
27 action brought by an aggrieved employee on behalf of himself or herself and other current or
28 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

1 43. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
2 employee,” who is any person that was employed by the alleged violator and against whom one or
3 more of the alleged violations was committed.

4 44. Plaintiff was employed by Defendants and the alleged violations were committed
5 against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and
6 other employees are “aggrieved employees” as defined by California Labor Code § 2699(c) in that
7 they are all current or former employees of Defendants, and one or more of the alleged violations
8 were committed against them.

9 45. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
10 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
11 have been met:

- 12 a. The aggrieved employee shall give written notice by certified mail
13 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
14 specific provisions of the California Labor Code alleged to have been
15 violated, including the facts and theories to support the alleged violations.
- 16 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
17 employer and the aggrieved employee by certified mail that it does not
18 intend to investigate the alleged violation within sixty (60) calendar days of
19 the postmark date of the Employee’s Notice. Upon receipt of the LWDA
20 Notice, or if the LWDA Notice is not provided within sixty-five (65)
21 calendar days of the postmark date of the Employee’s Notice, the aggrieved
22 employee may commence a civil action pursuant to California Labor Code
23 § 2699 to recover civil penalties in addition to any other penalties to which
24 the employee may be entitled.
- 25 c. On April 11, 2023, Plaintiff provided the requisite written notice by
26 certified mail to the LWDA and Defendant JUST RIGHT PAINTING INC.
27 informing them of the specific provisions of the California Labor Code
28 alleged to have been violated, including the facts and theories to support the

1 alleged violations.

2 d. To date, the LWDA has not responded to Plaintiff's written notice.

3 46. Plaintiff has satisfied the administrative prerequisites under California Labor Code
4 § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations
5 of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 246, 510, 1194, 1198, 2800, and 2802.
6 Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against
7 Defendants for violations of California Labor Code § 558.

8
9 **FIRST CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 510, 1194, and 1198**

11 **(Against All Defendants)**

12 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
13 material allegations set out in paragraphs 1 through 46.

14 48. California Labor Code § 510 codifies the right to overtime compensation at one-
15 and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40
16 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime
17 compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in
18 excess of 8 hours in a day on the seventh day of work.

19 49. At all relevant times set forth herein, Plaintiff and class members consistently
20 worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours
21 in a week.

22 50. California Labor Code § 1198 and the applicable Industrial Welfare Commission
23 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at
24 a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on
25 the number of hours worked by the person on a daily or weekly basis.

26 51. Specifically, the applicable IWC Wage Order provides that Defendants are and
27 were required to pay Plaintiff and class members employed by Defendants and working more than
28 8 hours in a day or more than 40 hours in a workweek, at the rate of time-and-one-half for all

1 hours worked in excess of 8 hours in a day or more than 40 hours in a workweek.

2 52. The applicable IWC Wage Order further provides that Defendants are and were
3 required to pay Plaintiff and class members employed by Defendants and working more than 12
4 hours in a day, overtime compensation at a rate of two times their regular rate of pay.

5 53. During the relevant time period, Defendants willfully failed to pay all wages,
6 including overtime wages, owed to Plaintiff and class members.

7 54. Defendants failed to compensate Plaintiff and other similarly situated employees
8 for all overtime hours worked at 1.5 times their regular rate of pay.

9 55. Defendants' failure to pay Plaintiff's and class members' overtime wages violates
10 the provisions of California Labor Code §§ 510, 1194 and 1198, and is therefore unlawful.

11 56. Plaintiff and class members are entitled to recover unpaid wages and such general
12 and special damages as may be appropriate and interest thereon.

13 57. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled
14 to recover their unpaid overtime wages, as well as interest, costs, and attorneys' fees.

15
16 **SECOND CAUSE OF ACTION**

17 **Violation of California Labor Code § 1198**

18 **(Against All Defendants)**

19 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
20 material allegations set out in paragraphs 1 through 57.

21 59. At all material times set forth herein, the applicable Industrial Welfare Commission
22 (IWC) Wage Orders and California Labor Code § 1198 were applicable to Plaintiff's employment
23 by Defendants.

24 60. At all material times set forth herein, California Labor Code § 1198 provides that
25 the standard conditions set by IWC Wage Orders shall be the standard conditions of labor for
26 employees and that conditions of labor prohibited by the Orders is unlawful.

27 61. At all material times set forth herein, IWC Wage Order 16-2001 provides that
28 "[e]very employer who has control over wages, hours, or working condition shall keep accurate

1 information with respect to each employee, including the following: [] meal periods.”

2 62. At all material times set forth herein, Defendants failed to record the start and end
3 times of employees’ meal periods or that the meal periods taken at all.

4 63. Defendants’ conduct violates IWC Wage Order 16-2001 and California Labor Code
5 § 1198.

6 64. Pursuant to California Labor Code § 2699, Plaintiff can recover penalties for
7 violation of California IWC Wage Orders under California’s Private Attorney General Act
8 (PAGA). PAGA provides for penalties in the amount of \$100 per employee per pay period for the
9 initial violation and \$200 for each employee per pay period for subsequent violation.

10
11 **THIRD CAUSE OF ACTION**

12 **Violation of California Labor Code § 226.7**

13 **(Against All Defendants)**

14 65. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
15 material allegations set out in paragraphs 1 through 64.

16 66. At all relevant times set forth herein, the applicable IWC Wage Order and
17 California Labor Code § 226.7 were applicable to Plaintiff’s and class members’ employment by
18 Defendants.

19 67. At all relevant times set forth herein, California Labor Code § 226.7 provides that
20 no employer shall require an employee to work during any rest period mandated by an applicable
21 order of the California IWC.

22 68. At all relevant times set forth herein, the applicable IWC Wage Order provides that
23 “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period” and that the “rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours
26 or major fraction thereof” unless the total daily work time is less than three and one-half (3½)
27 hours.

28 69. At all relevant times set forth herein, Defendants required Plaintiff and class

members to work 4 or more hours without authorizing or permitting a 10-minute rest period per each 4 hour period worked or major fraction thereof.

70. At all relevant times set forth herein, Defendants systematically failed to provide Plaintiff and other similarly situated employees with rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof. Defendants implemented a policy and practice of providing class members a single 45-minute meal period and no additional rest periods for the duration of their shifts.

71. Defendants did not pay rest period premiums to Plaintiff and other similarly situated employees when compliant rest periods were not provided.

72. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

73. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

Violation of California Labor Code §§ 2800 and 2802

(Against All Defendants)

74. Plaintiff incorporates by references and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 73.

75. At all material times set forth herein, California Labor Code § 2802 provides that an employer must reimburse employees for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties.

76. At all relevant times set forth herein, Defendants required Plaintiff and other class members to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost of doing business onto Plaintiff and other class members.

77. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and

1 other similarly situated employees for necessary business-related expenses, including, but not
2 limited to, using their personal vehicles for transport to and between various jobsites.

3 78. Defendants' pattern and practice was to unlawfully shift the costs of doing business
4 onto Plaintiff and other similarly situated employees by requiring them to pay these necessary
5 work-related expenses out of their own pockets.

6 79. Plaintiff and other class members are entitled to recover from Defendants their
7 business-related expenses and the losses charged to them and incurred during the course and scope
8 of their employment, plus interest and an award of costs and reasonable attorneys' fees pursuant to
9 California Labor Code § 2802.

10
11 **FIFTH CAUSE OF ACTION**

12 **Violation of California Labor Code § 226(a)**

13 **(Against All Defendants)**

14 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
15 material allegations set out in paragraphs 1 through 79.

16 81. At all relevant times set forth herein, California Labor Code § 226(a) provides that
17 every employer shall furnish each of his or her employees an accurate itemized wage statement in
18 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
19 employee, except for any employee whose compensation is solely based on a salary and who is
20 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
21 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
22 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
23 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
24 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the
25 name of the employee and his or her social security number, except that by January 1, 2008, only
26 the last four digits of his or her social security number or an employee identification number other
27 than a social security number may be shown on the itemized statement; (8) the name and address
28 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay

1 period and the corresponding number of hours worked at each hourly rate by the employee.

2 82. Defendants have intentionally and willfully failed to provide employees with
3 complete and accurate wage statements. The number of hours worked and the corresponding
4 hourly rates are inaccurate as a consequence of Defendants' failure to pay overtime wages, as set
5 forth herein.

6 83. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
7 and class members have suffered injury and damage to their statutorily-protected rights.

8 84. Specifically, Plaintiff and other class members have been injured by Defendants'
9 intentional violation of California Labor Code § 226(a) because they were denied both their legal
10 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
11 California Labor Code § 226(a). Plaintiff and other class members have been injured by
12 Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion
13 over whether they had received all of the wages owed them, in addition to their difficulty and
14 expense in reconstructing pay records and making mathematical computations to analyze whether
15 the wages paid them did in fact compensate them for all hours worked.

16 85. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
17 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
18 information and the employee cannot promptly and easily determine such information from the
19 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
20 deemed to suffer injury if the wage statement does not accurately and completely state the total
21 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate.

23 86. Plaintiff and class members are deemed to have suffered injury because their wage
24 statements did not provide complete and accurate information regarding the total number of hours
25 they worked in a given pay period, the applicable hourly rates in effect during the pay period, and
26 the corresponding number of hours worked at each hourly rate.

27 87. Plaintiff and class members are entitled to recover from Defendants the greater of
28 their actual damages caused by Defendants' failure to comply with California Labor Code §

226(a), or an aggregate penalty not exceeding \$4,000 per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 201, 202 and 203

(Against All Defendants)

88. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 87.

89. At all relevant times set forth herein, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

90. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid overtime and rest period premium wages described herein.

91. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

92. All California employers know or should know that employees must be paid for all hours worked, and must be paid overtime at a rate of one-and-a-half times the regular rate of pay for overtime hours as defined by California law. Defendants' failure to abide by this well-established law is willful and not in good faith.

93. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

94. Plaintiff and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

SEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, *et seq.*

(Against All Defendants)

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 94.

96. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

97. Defendants' activities, as alleged herein, are violations of California Law, and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, *et seq.*

98. A violation of California Business & Professions Code § 17200, *et seq.* may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff and class members the proper hourly rates for all overtime hours worked violates California Labor Code §§ 510, 1194, and 1198; Defendants' policy and practice of requiring Plaintiff and class members to work through their rest periods without paying them proper compensation violates California Labor Code § 226.7; Defendants' policy and practice of not reimbursing Plaintiff and class members for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code § 226(a); and Defendants' policy and practice of not timely paying all wages owed to Plaintiff and other similarly situated employees upon resignation or termination violates California Labor Code §§ 201, 202, and 203

99. Plaintiff and putative class members have been personally injured by Defendants'

1 unlawful business acts and practices as alleged herein, including but not necessarily limited to the
2 loss of money and/or property.

3 100. Pursuant to California Business & Professions Code § 17200, *et seq.*, Plaintiff and
4 putative class members are entitled to restitution of the wages withheld and retained by
5 Defendants during a period that commences four years prior to the filing of this complaint; a
6 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class
7 members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and
8 other applicable laws; and an award of costs.

9
10 **EIGHTH CAUSE OF ACTION**

11 **Penalties Pursuant to California Labor Code § 2698, *et seq.***

12 **(Private Attorneys General Act)**

13 **(Against all Defendants)**

14 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein the
15 material allegations set out in paragraph 1 through 100.

16 102. At all relevant times set forth herein, the California Private Attorneys General Act,
17 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

18 103. At all times herein set forth, PAGA provides that any provision of law under the
19 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
20 for violations of the California Labor Code may, as an alternative, be recovered through a civil
21 action brought by an aggrieved employee on behalf of himself or herself and other current or
22 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

23 104. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
24 employee," who is any person that was employed by the alleged violator and against whom one or
25 more of the alleged violations was committed.

26 105. Plaintiff was employed by Defendants and the alleged violations were committed
27 against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and
28 other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that

1 they are all current or former employees of Defendants, and one or more of the alleged violations
2 were committed against them.

3 106. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
4 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
5 have been met:

6 a. The aggrieved employee shall give written notice by certified mail
7 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the specific
8 provisions of the California Labor Code alleged to have been violated, including
9 the facts and theories to support the alleged violations.

10 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
11 employer and the aggrieved employee by certified mail that it does not intend to
12 investigate the alleged violation within sixty (60) calendar days of the postmark
13 date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the
14 LWDA Notice is not provided within sixty-five (65) calendar days of the postmark
15 date of the Employee’s Notice, the aggrieved employee may commence a civil
16 action pursuant to California Labor Code § 2699 to recover civil penalties in
17 addition to any other penalties to which the employee may be entitled.

18 c. On April 11, 2023, Plaintiff provided the requisite written notice by
19 certified mail to the LWDA and Defendant JUST RIGHT PAINTING INC.
20 informing them of the specific provisions of the California Labor Code alleged to
21 have been violated, including the facts and theories to support the alleged
22 violations.

23 d. To date, the LWDA has not responded to Plaintiff’s written notice.

24 107. At all material times set forth herein, California Labor Code § 558 provides that an
25 employer or person acting on behalf of an employer who violates (or causes to be violated) any
26 provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating
27 hours and days of work shall be subject to civil penalties of \$50 to \$100 per pay period to each
28 underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other

1 civil penalties provided for by law.

2 108. Plaintiff has satisfied the administrative prerequisites under California Labor Code
3 § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations
4 of California Labor Code §§ 201, 202, 203, 226(a), 226.7, 246, 510, 1194, 1198, 2800, and 2802.
5 Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against
6 Defendants for violations of California Labor Code § 558.

7
8 **REQUEST FOR JURY TRIAL**

9 Plaintiff requests a trial by jury.

10
11 **PRAYER FOR RELIEF**

12 Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment
13 against Defendants, jointly and severally, as follows:

14 **As to the First Cause of Action**

15 1. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code §§ 510, 1194 and 1198 and applicable IWC Wage Orders by willfully failing to pay
17 all wages, including overtime wages, due to Plaintiff and class members;

18 2. For general unpaid wages at the applicable wage rates and such general and special
19 damages as may be appropriate;

20 3. For pre-judgment interest on any unpaid wages commencing from the date such
21 amounts were due;

22 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
23 California Labor Code § 1194(a); and

24 5. For such other and further relief as the Court may deem equitable and appropriate.

25 **As to the Second Cause of Action**

26 6. That the Court declare, adjudge, and decree that Defendants violation California
27 and IWC Wage Order 16-2001 by failing to record meal periods;

28 7. For civil penalties pursuant to California Labor Code § 2699(f) and (g) in the

1 amount of \$100 per employee per pay period for the initial violation and \$200 per employee per
2 pay period for subsequent violations; and

3 8. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Third Cause of Action

5 9. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code §§ 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
7 periods to Plaintiff and class members;

8 10. That the Court make an award to the Plaintiff and class members of one (1) hour of
9 pay at each employee's regular rate of compensation for each workday that a compliant rest period
10 was not provided;

11 11. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 12. For premiums pursuant to California Labor Code § 226.7(b);

14 13. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due; and

16 14. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Fourth Cause of Action

18 15. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and other class members for losses
20 caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred
21 in direct consequence of the discharge of their duties, or of their obedience to the directions of
22 Defendants;

23 16. For all actual damages, according to proof;

24 17. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff
25 and other class members, from the date such amounts were paid; and

26 18. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure § 2802(c).

28 As to the Fifth Cause of Action

19. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

20. For all actual, consequential and incidental losses and damages, according to proof;

21. For statutory penalties pursuant to California Labor Code § 226(e); and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and class members all compensation owed to them at the time of their termination or separation of employment;

24. For all actual, consequential and incidental losses and damages, according to proof;

25. For statutory penalties pursuant to California Labor Code § 203; and

26. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

27. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code § 17200, *et seq.* by failing to pay Plaintiff and class members all wages due to them, including overtime wages; failing to record meal periods; failing to provide compliant rest periods to Plaintiff and class members and failing to pay premium wages when compliant rest periods were not provided; failing to reimburse Plaintiff and class members for necessary business-related expenses under California Labor Code §§ 2800 and 2802; failing to provide Plaintiff and class members with compliant wage statements under California Labor Code § 226; and failing to timely pay all wages due upon employees' resignation or termination under California Labor Code §§ 201 – 203.

28. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

29. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants

as a result of violations of California Business & Professions Code § 17200 *et seq.*;

30. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5; and

31. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

32. For civil penalties pursuant to California Labor Code § 2699(f) and (g) in the amount of \$100 dollars for each violation per pay period for the initial violation and \$200 for each aggrieved employee per pay period for each subsequent violation, plus attorneys' fees and costs;

33. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50 per underpaid employee for each initial pay period in which the employee was underpaid and \$100 per underpaid employee for each subsequent pay period in which the employee was underpaid, in addition to an amount sufficient to recover underpaid wages; and

34. For such other and further relief as the Court may deem equitable and appropriate.

Dated: August 14, 2023

AEQUITAS LEGAL GROUP

By: 

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