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AUSTEN SHWIYHAT and
WALTER RAINES

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

STK-CV 40E-2025- 10132

AUSTEN SHWIYHAT and WALTER
RAINES, on behalf of themselves, all
others similarly situated, and the State of
California as private attorneys general,

Plaintiff,
vs.

MARTIN MARIETTA MATERIALS,
INC.; MARTIN MARIETTA
NORTHERN CALIFORNIA
AGGREGATES, LLC; and DOES 1
through 100, inclusive,

Defendants.

Case No.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. FAILURE TO PAY OVERTIME WAGES (Lab. Code §§ 200-204, 218.6, 512, 558, 1194, 1198);
 2. FAILURE TO COMPENSATE FOR ALL HOURS WORKED (Lab. Code §§ 200-204, 216, 225.5, 226, 500, 510, 558, 1197, 1198);
 3. FAILURE TO PROVIDE MEAL PERIODS (Lab. Code §§ 226.7, 512);
 4. FAILURE TO PROVIDE REST PERIODS (Lab. Code § 226.7);
 5. FAILURE TO MAINTAIN ACCURATE RECORDS (Lab. Code §§ 1174, 1174.5);
 6. FAILURE TO FURNISH COMPLIANT WAGE AND HOUR STATEMENTS (Lab. Code §§ 226(e), 226.3);
 7. FAILURE TO PAY FINAL WAGES ON TIME (Lab. Code §§ 201-204);
 8. FAILURE TO REIMBURSE BUSINESS EXPENSES (Lab. Code § 2802);
 9. UNFAIR BUSINESS PRACTICES (Bus. & Prof. Code § 17200 *et seq.*); &
 10. PRIVATE ATTORNEYS GENERAL ACT (Lab. Code § 2698, *et seq.*)
- JURY TRIAL DEMANDED

FILED
SUPERIOR COURT

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1 Plaintiffs AUSTEN SHWIYHAT and WALTER RAINES (collectively "Plaintiffs"), on
2 behalf of themselves and all others similarly situated ("Class Members"), bring this Complaint
3 against their former employers, Defendants MARTIN MARIETTA MATERIALS, INC.,
4 MARTIN MARIETTA NORTHERN CALIFORNIA AGGREGATES, LLC, and DOES 1-100,
5 inclusive ("Doe Defendants") (collectively "Defendants") and hereby demand a jury trial on all
6 causes of action. Plaintiffs' allegations are as follows:

7 **PLAINTIFFS**

8 1. At all times material herein, Plaintiff AUSTEN SHWIYHAT was and is a
9 competent adult and resident of the State of California. During all times relevant to this
10 Complaint, Plaintiff SHWIYHAT was employed by Defendants as a non-exempt hourly
11 employee.

12 2. At all times material herein, Plaintiff WALTER RAINES was and is a competent
13 adult and resident of the State of California. During all times relevant to this Complaint, Plaintiff
14 RAINES was employed by Defendants as a non-exempt hourly employee.

15 **DEFENDANTS**

16 3. At all times material herein, Defendant MARTIN MARIETTA MATERIALS,
17 INC. was and is a corporation doing business in the State of California.

18 4. At all times material herein, Defendant MARTIN MARIETTA NORTHERN
19 CALIFORNIA AGGREGATES, LLC was and is a limited liability company doing business in
20 the State of California.

21 5. The Defendants identified as DOES 1 through 100, inclusive, were, at all times
22 herein-mentioned, agents, business affiliates, successors- and/or predecessors-in-interest,
23 officers, directors, partners, and/or managing agents of some or each of the remaining Defendants.
24 Plaintiffs are informed and believe and, on that basis, allege that, at all times herein-mentioned,
25 each of the Defendants identified as DOES 1 through 100, inclusive, employed, and/or exercised
26 control over the wages, hours, and/or working conditions of Plaintiffs and Class Members
27 throughout California. In doing the acts herein alleged, each Defendant is liable and responsible
28 to Plaintiffs and Class Members for the acts of every other Defendant. The true names and

capacities of the Doe Defendants, whether individual, corporate, associate or otherwise, are unknown to Plaintiffs who therefore sue such Doe Defendants by fictitious names pursuant to California Code of Civil Procedure § 474. Plaintiffs are informed and believe that the Doe Defendants are residents of the State of California. Plaintiffs will amend this complaint to show such Doe Defendants' true names and capacities when they are known.

6. Plaintiffs are informed and believe and thereon allege that, unless otherwise indicated, each Defendant was the agent and/or employee of every other Defendant within the course and scope of said agency and/or employment, with the knowledge and/or consent of said Defendant.

7. Plaintiffs are informed and believe and, based thereon, allege that, from June 20, 2022 through March 31, 2025 (the "Class Period"), Defendants have employed over five hundred Class Members who are entitled to timely payment for all hours worked, including minimum wages and overtime rate of pay, meal and rest periods, accurate timekeeping and payroll documents, and reimbursement for business expenses, among other things.

JURISDICTION AND VENUE

8. This Court is the proper Court, and this action is properly filed in the Superior Court for the State of California, County of San Joaquin, because Plaintiffs performed work for Defendants in the County of San Joaquin and Defendants employ Class Members in this County.

9. This Court has jurisdiction over the Plaintiffs' and Class Members' claims for unpaid wages, meal and rest period violations, failure to reimburse business expenses, interest thereon, related penalties, injunctive and other equitable relief, and attorneys' fees and costs pursuant to, *inter alia*, the applicable California Industrial Welfare Commission, Wage Order, Title 8 of the California Code of Regulations, Labor Code §§ 202, 203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2802, 2698-99, *et seq.*, and/or California Code of Civil Procedure section 1021.5.

10. This Court also has jurisdiction over the Plaintiffs' and Class Members' claims for injunctive relief and restitution of ill-gotten benefits arising from Defendants' unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200 *et*

1 *seq.*

2 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

3 11. Plaintiff AUSTEN SHWIYHAT satisfied all administrative requirements prior to
4 adding a claim pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et*
5 *seq.* On August 31, 2022, Plaintiff SHWIYHAT gave written notice by online filing to the Labor
6 and Workforce Development Agency ("LWDA") of Defendants' violations of various provisions
7 of the California Labor Code as alleged in this First Amended Complaint. On August 31, 2022,
8 Plaintiff SHWIYHAT gave written notice by certified mail to Defendants of Defendants'
9 violations of various provisions of the California Labor Code as alleged in this Complaint. Cal.
10 Lab. Code § 2699.3(a)(1). Plaintiff SHWIYHAT has also paid the \$75.00 filing fee to the LWDA.
11 By November 4, 2022 – 65 days after Plaintiff SHWIYHAT gave written notice to the LWDA -
12 the LWDA did not respond. Cal. Lab. Code § 2699.3(a)(2)(A). Plaintiff SHWIYHAT is therefore
13 entitled to pursue his penalty claims pursuant to California Labor Code section 2699 *et seq.*, the
14 Private Attorneys General Act. Cal. Lab. Code § 2699.3(a)(2)(C).

15 12. On June 5, 2023, Plaintiff WALTER RAINES gave written notice by certified mail
16 to the LWDA and Defendants of Defendants' violations of various provisions of the California
17 Labor Code as alleged in this Complaint. Plaintiff RAINES is therefore entitled to pursue his
18 penalty claims pursuant to California Labor Code section 2699 *et seq.*, the Private Attorneys
19 General Act. Cal. Lab. Code § 2699.3(a)(2)(C).

20 **FACTS COMMON TO PLAINTIFFS' CLASS ACTION CAUSES OF ACTION**

21 13. At all times relevant to the Complaint, Plaintiffs were employed by Defendants as
22 non-exempt hourly employees in California.

23 14. At all times relevant, Plaintiffs and Class Members were non-exempt hourly
24 employees. As such, Plaintiffs and Class Members were and are eligible for minimum wages and
25 overtime compensation.

26 15. Plaintiffs and Class Members were not properly paid for all hours that they spent
27 working, including for off-the-clock work, reporting time pay, hours, and overtime hours worked,
28 despite routinely and consistently working more than 8 hours per day and 40 hours per week in

1 violation of the California Labor Code.

2 16. At all times relevant, Plaintiffs and Class Members were required to be paid for all
3 hours worked but Defendants rounded their clock-in and clock-out times to the benefit of
4 Defendants. In addition, Defendants required Plaintiffs and Class Members to call in prior to the
5 start of their shift to determine whether or not they were scheduled to work for that day but did
6 not pay Plaintiffs and Class Members for reporting time pay. Accordingly, Defendants failed to
7 pay all wages owing to Plaintiffs and Class Members, and Plaintiffs and Class Members were
8 underpaid.

9 17. At all times relevant, Defendants required Plaintiffs and Class Members to work
10 through meal and rest periods to assist Defendants' customers, including when Plaintiffs and Class
11 Members were "clocked out" for meal periods.

12 18. Plaintiffs and Class Members were frequently not provided with an opportunity to
13 take a legally compliant meal period prior to the end of their fifth hour of work. Plaintiffs and
14 Class Members never received second meal periods when they worked shifts of 10 hours or more.

15 19. At all times relevant, Defendants failed to relieve Plaintiffs and Class Members of
16 employer control during rest periods. Plaintiffs and Class Members never received third rest
17 periods when they worked shifts of 10 hours or more.

18 20. Pursuant to California law, an employee is entitled to one ten-minute rest period if
19 required to work at least three and one-half hours, two ten-minute rest periods if required to work
20 more than six hours, and three ten-minute rest periods if required to work more than ten hours.

21 Pursuant to California law, an employee is entitled to one thirty-minute meal period if required to
22 work at least five hours and two thirty-minute meal periods if required to work at least ten hours.

23 21. Defendants did not consistently provide meal and rest periods because business
24 needs took precedence, routinely interfering with what should be break periods. If Plaintiffs or
25 Class Members failed to address business needs at any time, including during breaks, they were
26 subject to discipline. Despite these policies and practices, Defendants have not paid any missed
27 meal or rest period premiums to Plaintiffs or Class Members.

28 22. By requiring Plaintiffs and Class Members to work off-the-clock during meal

1 periods, Defendants failed to pay Plaintiffs and Class Members for all hours worked.

2 23. Defendants also failed to provide Plaintiffs and Class Members with accurate
3 semimonthly itemized statements of the total number of hours worked by each, and all applicable
4 hourly rates in effect during each pay period, in violation of California Labor Code § 226 and/or
5 1174(d). In doing so, Defendants have not only failed to pay their workers the full amount of
6 compensation due, they have, until now, effectively shielded themselves from their employees'
7 scrutiny for their unlawful conduct by concealing the magnitude (e.g., the full number of hours
8 worked) and financial impact of their wrongdoing.

9 24. Defendants also failed to reimburse Plaintiffs and Class Members for business
10 expenses that they incurred related to, among other things, the required use of their personal
11 cellular telephones and purchase of work materials for work-related purposes in violation of
12 California Labor Code § 2802.

13 25. All policies and practices described herein were in place at all of Defendants'
14 business locations in California. As such, all Class Members were subject to these same policies
15 in violation of California law. Plaintiffs are informed and believe that Defendants knowingly
16 failed to pay all wages owed (including overtime, minimum, and meal and rest period premium
17 payments), failed to provide meal and rest periods, failed to reimburse for business expenses,
18 failed to maintain and provide accurate time and payroll records, and failed to pay final wages to
19 Class Members whose employment has ended, thereby enjoying a significant competitive edge
20 over other companies within its industry. Even after Plaintiffs and Class Members were
21 terminated or voluntarily resigned, Defendants still failed to pay all wages owed upon separation,
22 despite the penalty provisions of California Labor Code §§ 201-204. More than 30 days have
23 passed since certain Class Members have left Defendants' employ, entitling those Class Members
24 to the maximum penalties.

25 26. In sum, Defendants failed to maintain time records accurately setting forth the
26 amount of hours that Plaintiffs and Class Members worked. Defendants failed to pay for all hours
27 worked, including overtime hours worked. Defendants failed to provide meal and rest periods
28 and failed to make premium payments for missed meal and rest breaks. Defendants failed to issue

1 wage statements accounting for the number of hours actually worked by Plaintiffs and Class
2 Members. Defendants failed to timely pay all wages owing upon separation of employment.
3 Defendants also failed to reimburse Plaintiffs and Class Members for business expenses that they
4 incurred.

5 27. As a direct and proximate result of Defendants' unlawful conduct, as set forth
6 herein, Plaintiffs and Class Members have sustained damages, as described above, including loss
7 of earnings for hours worked and for unreimbursed business expenses, in an amount to be
8 established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as
9 set forth herein, Plaintiffs and Class Members are entitled to recover penalties/wages for failure
10 to pay wages owed upon termination (pursuant to California Labor Code §§ 201-204 and 227.3),
11 for failure to maintain and provide semimonthly itemized wage statements of hours worked and
12 all applicable hourly rates (pursuant to California Labor Code § 226 and/or 1174) in an amount
13 to be established at trial. As a further direct and proximate result of Defendants' unlawful
14 conduct, as set forth herein, Plaintiffs and Class Members are also entitled to recover attorneys'
15 fees, litigation costs, restitution of ill-gotten gains, and injunctive relief, pursuant to statute.

16 **.. CALIFORNIA CLASS ACTION ALLEGATIONS**

17 28. Plaintiffs bring this action on behalf of themselves and as a class action on behalf
18 of the following Classes and Subclass:

19 Class: *All persons employed by Defendants in the State of California in a non-*
20 *exempt position who performed work for Defendants at any time from June 20,*
2022, through March 31, 2025.

21 Terminated Subclass: *All persons who are eligible for membership in the Class*
22 *and who are no longer employed by Defendants at any time from June 20, 2022,*
through March 31, 2025.

23 29. Defendants and their officers and directors are excluded from any class defined in
24 the preceding paragraphs.

25 30. This action has been brought and may properly be maintained as a class action
26 under California Code of Civil Procedure § 382 because there is a well-defined community of
27 interest in the litigation and the proposed Classes are easily ascertainable. The classes and
28 subclasses defined herein satisfy all class action requirements:

- a. Numerosity: A class action is the only available method for the fair and efficient adjudication of this controversy. The Class Members are so numerous that joinder of all Class Members is impractical, if not impossible, insofar as Plaintiffs are informed and believe and, on that basis, allege that the total number of Class Members is, at least, in the hundreds of individuals. Membership in the Classes will be determined by and upon analysis of employee and payroll records, among other records maintained by Defendants.
- b. Commonality: Plaintiffs and Class Members share a community of interest in that there are numerous common questions and issues of fact and law which predominate over any questions and issues solely affecting individual members, including, but not necessarily limited to:
- 1) Whether Defendants violated one or more of California's Wage Orders, the California Labor Code and/or California Business and Professions Code § 17200 *et seq.* by failing to pay overtime wages due to Plaintiffs and Class Members at the proper rate of pay;
 - 2) Whether Defendants violated one or more of California's Wage Orders, the California Labor Code and/or California Business and Professions Code § 17200 *et seq.* by failing to pay minimum wages due to Plaintiffs and Class Members at the proper rate of pay and failure to pay reporting time pay;
 - 3) Whether Defendants violated one or more of California's Wage Orders, the California Labor Code and/or California Business and Professions Code § 17200 *et seq.* by failing to authorize and permit meal periods;
 - 4) Whether Defendants violated one or more of California's Wage Orders, the California Labor Code and/or California Business and Professions Code § 17200 *et seq.* by failing to authorize and permit rest periods;
 - 5) Whether Defendants violated one or more of California's Wage Orders, the California Labor Code and/or California Business and Professions Code § 17200 *et seq.* by failing to pay Plaintiffs and Class Members for all hours worked, including overtime hours worked;
 - 6) Whether Defendants violated California Labor Code § 1174 by failing to maintain records of hours worked by Plaintiffs and Class Members;
 - 7) Whether Defendants violated California Labor Code §§ 201-204 by failing to pay all wages due and owing to Plaintiffs and Class Members upon separation of employment;
 - 8) Whether Defendants violated California Labor Code § 226 by failing to provide accurate semi-monthly itemized wage statements to Plaintiffs and Class Members stating the total hours worked and all applicable hourly rates in effect during each relevant pay period, among other things;
 - 9) Whether Defendants violated California Labor Code § 2802 and/or California Business and Professions Code § 17200 *et seq.* by failing to reimburse Plaintiffs and Class Members for necessary business expenses that they incurred.
- c. Typicality: Plaintiffs' claims are typical of the claims of the Class Members. Plaintiffs and all Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in

violation of state law, as alleged herein.

- d. Superiority of Class Action: Since the damages suffered by individual Class Members, while not inconsequential, may be relatively small, the expense and burden of individual litigation by each member makes, or may make it, impractical for Class Members to seek redress individually for the wrongful conduct alleged herein. Should separate actions be brought or be required to be brought by each individual Class Member, the resulting multiplicity of lawsuits would cause undue hardship and expense for the Court and the litigants. The prosecution of separate actions would also create a risk of inconsistent rulings, which might be dispositive of the interests of other Class Members who are not parties to the adjudications and/or may substantially impede their ability to adequately protect their interests. Additionally, a class action will allow resolution of multiple claims in one forum where evidence is shared which will conserve judicial resources and the resources of the parties.
- e. Adequacy of Representation: Plaintiffs are adequate representatives of the Classes, in that Plaintiffs' claims are typical of those of the Classes and Plaintiffs have the same interests in the litigation of this case as Class Members. Plaintiffs are committed to vigorous prosecution of this case and have retained competent counsel experienced in wage and hour litigation in California. Plaintiffs are not subject to any individual defenses unique from those conceivably applicable to the Classes as a whole. Plaintiffs anticipate no management difficulties in this litigation.

31. This action is appropriate and practical as a class action because the prosecution of individual actions for each Class Member would likely result in inconsistent and varying rulings that could and likely would impede the interests of other Class Members in protecting their rights, as well as potentially establishing incompatible patterns of conduct for Defendants.

FIRST CAUSE OF ACTION
FAILURE TO PROPERLY PAY OVERTIME WAGES
(Lab. Code §§ 200-204, 218.6, 512, 558, 1194, 1198; IWC Wage Orders)
(On behalf of Plaintiffs and Class Members against Defendants)

32. Plaintiffs and Class Members incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

33. Plaintiffs and Class Members were employed by Defendant within the State of California.

34. Labor Code § 510 defines a day's work as 8 hours and states that any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek must be compensated at the rate of no less than one and one-half times the regular rate of pay. Pursuant

1 to Labor Code § 1194(a), a plaintiff may bring a civil action for overtime wages to recover wages,
2 interest, penalties, attorney's fees, and costs.

3 35. Plaintiffs and Class Members are not exempt from receiving overtime
4 compensation. Defendants required Plaintiffs and Class Members to work in excess of 8 hours
5 per day, and/or in excess of 40 hours per week without paying the applicable overtime rates.

6 36. Plaintiffs and Class Members were entitled to receive one-and-one half times their
7 regular rate of pay for each hour worked past 8 hours in one day, one-and-one half times their
8 regular rate of pay for each hour worked past 40 hours in one week, and twice the regular rate of
9 pay for each hour worked past 12 hours in one day and for all hours over 8 during their seventh
10 consecutive day of work in one week. Plaintiffs and Class Members were entitled to receive
11 overtime pay calculated using the appropriate regular rate of pay calculations under all applicable
12 laws.

13 37. Defendants violated Labor Code §§ 510, 1194, and 1198 and IWC Wage Orders
14 when they failed to pay Plaintiffs and Class Members the proper overtime rate for work performed
15 in excess of 8 hours per day and/or for work performed in excess of 40 hours per week, within
16 the time frame set forth under the law. By requiring Plaintiffs and Class Members to work off-
17 the-clock, by underpaying overtime, by not properly calculating the regular rate of pay, or by not
18 properly prorating all non-discretionary compensation into the regular rate of pay for overtime,
19 Defendants violated these same provisions. As a consequence for violating Labor Code §§ 510,
20 1194, 1198, and IWC Wage Orders, Defendants are liable to Plaintiffs and Class Members for
21 unpaid overtime wages.

22 38. At all relevant times, Defendants were aware of, and were under a duty to comply
23 with, the wage and overtime provisions of the California Labor Code, including, but not limited
24 to California Labor Code §§ 200 *et seq.*, 510, 1194, and 1198. Defendants violated Labor Code
25 § 204 when they failed to pay Plaintiffs and Class Members all wages earned for labor in excess
26 of the normal work period no later than the pay day for the next regular payroll period.

27 39. Plaintiffs and Class Members seek and are entitled to interest on all due and unpaid
28 wages pursuant to Labor Code § 218.6.

1 40. Pursuant to Labor Code § 1194, Plaintiffs and Class Members seek to recover in a
2 civil action the unpaid balance of the full amount of and all unpaid wages and overtime
3 compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

4
5 **SECOND CAUSE OF ACTION**
6 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**
7 (Lab. Code §§ 200-204, 216, 225.5, 226, 500, 510, 558, 1197, 1198 and IWC Wage Order)
8 *(On behalf of Plaintiffs and Class Members against Defendants)*

9 41. Plaintiffs and Class Members incorporate in this cause of action each and every
10 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
11 herein.

12 42. Defendants were required to compensate Plaintiffs and Class Members for all
13 hours worked, including reporting time pay, pursuant to the applicable Industrial Welfare
14 Commission Wage Order and Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198.

15 43. Plaintiffs and Class Members routinely performed work for Defendants "off-the-
16 clock" which resulted in Defendants underpaying Plaintiffs and Class Members because they did
17 not accurately record the hours that Plaintiffs and Class Members spent working. In addition,
18 Defendants failed to pay Plaintiffs and Class Members reporting time pay when they reported to
19 work for their shift but did not work their entire scheduled shift.

20 44. Defendants refused to compensate Plaintiffs and Class Members for some and/or
21 all of the wages earned (including overtime and minimum wages), in violation of the applicable
22 California Wage Order, Title 8 of the California Code of Regulations and the California Labor
23 Code.

24 45. At all relevant times, Defendants were aware of, and were under a duty to comply
25 with, the wage and overtime provisions of the California Labor Code, including, but not limited
26 to California Labor Code §§ 200-204, 216, 225.5, 500, 510, 558, 1197, and 1198. Plaintiffs and
27 Class Members have been deprived of their rightfully earned compensation as a direct and
28 proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs and Class
Members are entitled to recover compensation for all hours worked, in addition to reasonable
attorney's fees and costs of suit.

1 46. As a direct and proximate result of Defendants' unlawful conduct, as set forth
2 herein, Plaintiffs and Class Members have sustained damages, including loss of earnings for hours
3 worked, including overtime hours worked, on behalf of Defendants, in an amount to be established
4 at trial, and are entitled to recover attorneys' fees and costs of suit.

5
6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO PROVIDE MEAL PERIODS**
8 (Lab. Code §§ 226.7, 512; IWC Wage Orders)

9 *(On behalf of Plaintiffs and Class Members against Defendants)*

10 47. Plaintiffs and Class Members incorporate in this cause of action each and every
11 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
12 herein.

13 48. At all relevant times, Defendants were aware of, and were under a duty to comply
14 with, California Labor Code §§ 226.7 and 512.

15 49. California Labor Code § 226.7(b-c) provides that "(b) [a]n employer shall not
16 require an employee to work during a meal or rest or recovery period mandated pursuant to an
17 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
18 Commission. . . . (c) If an employer fails to provide an employee a meal or rest or recovery period
19 in accordance with a state law, including, but not limited to, an applicable statute or applicable
20 regulation, standard, or order of the Industrial Welfare Commission . . . the employer shall pay
21 the employee one additional hour of pay at the employee's regular rate of compensation for each
22 work day that the meal or rest period is not provided."

23 50. California Labor Code § 512(a) provides that "[a]n employer shall not employ an
24 employee for a work period of more than five hours per day without providing the employee with
25 a meal period of not less than 30 minutes, except that if the total work period per day of the
26 employee is no more than six hours, the meal period may be waived by mutual consent of both
27 the employer and employee. An employer shall not employ an employee for a work period of
28 more than 10 hours per day without providing the employee with a second meal period of not less
29 than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal
30 period may be waived by mutual consent of the employer and the employee only if the first meal

1 period was not waived.”

2 51. Section 11 of the applicable Wage Order provides that “(A) [n]o employer shall
3 employ any person for a work period of more than five (5) hours without a meal period of not less
4 than 30 minutes . . . (B) [a]n employer may not employ an employee for a work period of more
5 than ten (10) hours per day without providing the employee with a second meal period of not less
6 than 30 minutes . . . and (D) [i]f an employer fails to provide an employee a meal period in
7 accordance with the applicable provisions of this order, the employer shall pay the employee one
8 (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal
9 period is not provided.”

10 52. Defendants routinely failed to authorize and permit meal periods by failing to
11 inform Plaintiffs and Class Members of their entitlement to meal periods. Despite Plaintiffs and
12 Class Members routinely missing their meal periods or having to take short or interrupted meal
13 periods in order to complete their work, Defendants never provided Plaintiffs and Class Members
14 with meal period premium payments.

15 53. By failing to provide uninterrupted and unrestricted meal periods, Defendant
16 violated California Labor Code §§ 226.7 and 512, and section 11 of the applicable IWC Wage
17 Order.

18 54. By failing to consistently (1) provide meal breaks within the first five hours of a
19 work shift, and (2) provide uninterrupted thirty-minute meal periods, Defendants violated the
20 California Labor Code and section 11 of the applicable IWC Wage Order.

21 55. At all relevant times herein, Defendants required Plaintiffs and Class Members to
22 work shifts of more than ten (10) hours without a second meal period of not less than 30 minutes.
23 Defendants thus required Plaintiffs and Class Members to work for longer hours than those fixed,
24 or under conditions prohibited by order of the IWC, in violation of those orders.

25 56. Despite failing to authorize and permit compliant meal periods, Defendants failed
26 to compensate Plaintiffs and Class Members for missed meal periods as required by Cal. Labor
27 Code §§ 226.7, 512, and other applicable sections of the Labor Code and applicable Industrial
28 Wage Order. Plaintiffs are informed and believe, and on that basis allege, that Defendants have

1 never paid one hour of premium compensation to Plaintiffs and/or Class Members for missed
2 meal periods.

3 57. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs and
4 Class Members have sustained damages, including unpaid meal period premiums, in an amount
5 to be established at trial.

6 58. Plaintiffs and Class Members are not exempt from meal period requirements.

7 59. Plaintiffs and Class Members did not willfully waive, through mutual consent with
8 Defendants, any such meal periods.

9 60. Plaintiffs and Class Members have been deprived of their rightfully earned
10 compensation for meal periods as a direct and proximate result of Defendants' failure and refusal
11 to pay said compensation. Plaintiffs and Class Members are entitled to recover such amounts
12 pursuant to California Labor Code § 226.7(b), plus interest thereon, attorneys' fees, and costs of
13 suit.

14 **FOURTH CAUSE OF ACTION**
FAILURE TO PROVIDE REST PERIODS

(Lab. Code § 226.7; IWC Wage Orders)

15 *(On behalf of Plaintiffs and Class Members against Defendants)*

16 61. Plaintiffs and Class Members incorporate in this cause of action each and every
17 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
18 herein.

19 62. At all relevant times, Defendants were aware of and were under a duty to comply
20 with California Labor Code § 226.7.

21 63. California Labor Code § 226.7(b-c) provides that "(b) [a]n employer shall not
22 require an employee to work during a meal or rest or recovery period mandated pursuant to an
23 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
24 Commission. . . . (c) If an employer fails to provide an employee a meal or rest or recovery period
25 in accordance with a state law, including, but not limited to, an applicable statute or applicable
26 regulation, standard, or order of the Industrial Welfare Commission . . . the employer shall pay
27 the employee one additional hour of pay at the employee's regular rate of compensation for each
28 work day that the meal or rest period is not provided."

1 64. Section 12 of the applicable Wage Order provides that “(A) [e]very employer shall
2 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
3 the middle of each work period. The authorized rest period time shall be based on the total hours
4 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction
5 thereof . . . (B) [i]f an employer fails to provide an employee a rest period in accordance with the
6 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at
7 the employee’s regular rate of compensation for each workday that the rest period is not provided.”

8 65. Defendants routinely failed to authorize and permit rest periods by failing to
9 inform Plaintiffs and Class Members of their entitlement to rest periods and also by requiring
10 them to work through rest periods.

11 66. By failing to provide uninterrupted and unrestricted rest periods, Defendants
12 violated California Labor Code § 226.7, and section 12 of the applicable IWC Wage Order.

13 67. At all relevant times herein, Defendants required Plaintiffs and Class Members to
14 work for shifts of more than ten (10) hours without a timely third rest period. Defendants failed
15 to compensate Plaintiffs and Class Members for missed rest periods as required by Cal. Labor
16 Code § 226.7, and other applicable sections of the Labor Code and applicable Industrial Wage
17 Order. Defendants thus required Plaintiffs and Class Members to work for longer hours than
18 those fixed, or under conditions prohibited by order of the IWC, in violation of those orders.

19 68. Despite failing to authorize and permit compliant rest periods, Defendants refused
20 to provide Plaintiffs and Class Members with one hour of compensation for these violations as
21 mandated by California law.

22 69. As a direct and proximate result of Defendants’ unlawful conduct, Plaintiffs and
23 Class Members have sustained damages, including unpaid rest period premiums, in an amount to
24 be established at trial.

25 70. Plaintiffs and Class Members are not exempt from rest period requirements.

26 71. Plaintiffs and Class Members have been deprived of their rightfully earned
27 compensation for rest periods as a direct and proximate result of Defendants’ failure and refusal
28 to pay said compensation. Plaintiffs and Class Members are entitled to recover such amounts

1 pursuant to California Labor Code § 226.7(b), plus interest thereon, attorneys' fees, and costs of
2 suit.

3 **FIFTH CAUSE OF ACTION**
4 **FAILURE TO MAINTAIN ACCURATE RECORDS**

(Lab. Code §§ 1174, 1174.5)

(On behalf of Plaintiffs and Class Members against Defendants)

5 72. Plaintiffs and Class Members incorporate in this cause of action each and every
6 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
7 herein.

8 73. California Labor Code § 1174(d) provides that every person employing labor in
9 this state shall keep, at a central location in the state, payroll records showing the hours worked
10 daily by, and the wages paid to, employees. These records must be kept in accordance with rules
11 established by the IWC, and must be kept on file for not less than three years.

12 74. Defendants failed to maintain accurate records of the hours worked and the wages
13 paid to Plaintiffs and Class Members.

14 75. Plaintiffs and Class Members were injured by Defendants' failure to maintain
15 accurate records because, as alleged above, Plaintiffs and Class Members were not paid for all
16 hours worked and did not receive proper compensation for all overtime hours worked, and thus
17 suffered monetary damages due to Defendants' policies described above.

18 76. Based on Defendants' conduct as alleged herein, Defendants are liable for damages
19 and statutory penalties pursuant to California Labor Code §§ 1174, 1174.5, and other applicable
20 provisions in amounts to be established at trial, as well as attorneys' fees and costs, pursuant to
21 statute.

22 **SIXTH CAUSE OF ACTION**
23 **FAILURE TO FURNISH ACCURATE WAGE AND HOUR STATEMENTS**

(Lab. Code §§ 226(e), 226.3)

(On behalf of Plaintiffs and Class Members against Defendants)

24 77. Plaintiffs and Class Members incorporate in this cause of action each and every
25 allegation of the preceding paragraphs, with the same force and effect as though fully set forth
26 herein.

27 78. California Labor Code § 226(a) requires an employer to furnish its employees with
28

1 accurate itemized wage statements in writing, showing: (1) gross wages earned, (2) total hours
2 worked by the employee, (3) the number of piece rate units earned and any applicable piece-rate
3 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
4 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
5 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
6 and only the last four digits of his or her social security number or an employee identification
7 number other than a social security number, (8) the name and address of the legal entity that is
8 the employer, and (9) all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee.

10 79. Defendants failed to provide Plaintiffs and Class Members with timely and
11 accurate wage and hour statements showing: (1) gross wages earned, (2) total hours worked by
12 the employee, (3) the number of piece rate units earned and any applicable piece-rate if the
13 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
14 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
15 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
16 and only the last four digits of his or her social security number or an employee identification
17 number other than a social security number, (8) the name and address of the legal entity that is
18 the employer, and/or (9) all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee.

20 80. Plaintiffs and Class Members were injured by Defendants' failure to provide
21 accurate itemized wage statements, because, *inter alia*, Plaintiffs and Class Members were not
22 paid for all hours worked at the appropriate rate of pay, including overtime hours worked,
23 Plaintiffs and Class Members were not paid premiums for missed meal and rest breaks, and thus
24 suffered monetary damages due to Defendants' policies and practices alleged herein.

25 81. Defendants are liable for damages and statutory penalties pursuant to California
26 Labor Code § 226, in amounts to be established at trial, as well as attorneys' fees and costs,
27 pursuant to statute.
28

**SEVENTH CAUSE OF ACTION
FAILURE TO PAY FINAL WAGES ON TIME**

(Lab. Code §§ 201-204)

(On behalf of Plaintiffs and Terminated Subclass Members against Defendants)

82. Plaintiffs and Class Members incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

83. California Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge. California Labor Code § 202 provides that all earned and unpaid wages of an employee who resigns are due and payable immediately if the employee provided at least seventy-two hours' notice; otherwise, wages of an employee who resigns are due within seventy-two hours of resignation.

84. At all relevant times herein, Defendants failed to pay Terminated Subclass Members, including Plaintiffs, all accrued wages and other compensation owing immediately upon termination or within seventy-two hours of resignation, as required by the California Labor Code.

85. Based on Defendants' conduct as alleged herein, Defendants are liable for statutory penalties pursuant to California Labor Code § 203 in amounts to be established at trial, as well as attorneys' fees and costs, pursuant to statute.

**EIGHTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES**

(Lab. Code §2802)

(On behalf of Plaintiffs and Class Members against Defendants)

86. Plaintiffs and Class Members incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

87. California Labor Code § 2802 requires an employer to reimburse its employees for all necessary business expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the direction of the employer.

88. Defendants have intentionally and willfully failed to reimburse Plaintiffs and Class

Members for all necessary business related expenses and costs. Plaintiffs and Class Members are entitled to recover from Defendants their business related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES
(Bus. & Prof. Code § 17200 *et seq.*)
(*On behalf of Plaintiffs and Class Members against Defendants*)

89. Plaintiffs and Class Members incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

90. Plaintiffs -- on behalf of themselves, on behalf of the general public, and on behalf of Class Members -- bring this unfair business practices claim pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general public, and Class Members. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Cal. Code of Civil Procedure § 1021.5.

91. Plaintiffs are "persons" within the meaning of Business & Professions Code § 17204, and therefore have standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

92. Business & Professions Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

93. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of the State of California. Labor Code § 90.5(a) articulates the public policies of California to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum labor standards.

94. Defendants have violated statutes and public policies as alleged herein. Through the conduct alleged herein, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Professions Code § 17200, *et seq.*, depriving Plaintiffs, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

95. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of Business & Professions Code § 17200, *et seq.*

96. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such, it is a violation of Business & Professions Code § 17200, *et seq.*

97. As a proximate result of Defendants' conduct, Plaintiffs and Class Members have been damaged in a sum as may be proven.

98. Unless restrained, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgment, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendants, their agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including by not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiffs and Class Members the money Defendants have unlawfully failed to pay.

TENTH CAUSE OF ACTION
VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
(Lab. Code § 2698 *et seq.*)
(*On behalf of Plaintiffs and Class Members against Defendants*)

99. Plaintiffs and Class Members incorporate in this cause of action each and every allegation of the preceding paragraphs, with the same force and effect as though fully set forth herein.

100. Plaintiffs are "aggrieved employees" under the California Labor Code Private Attorneys General Act ("PAGA") as they were employed by Defendants during the applicable

1 statutory period and suffered one or more of the Labor Code violations alleged herein. As such,
2 they seek to recover, on behalf of themselves and all other current and former aggrieved
3 employees of Defendants, the civil penalties provided by PAGA, plus reasonable attorney's fees
4 and costs.

5 101. Plaintiffs seek to recover the PAGA civil penalties through a representative action
6 as permitted by PAGA and the California Supreme Court in *Arias v. Superior Court*, 46 Cal. 4th
7 969 (2009).

8 102. Plaintiffs allege that Defendants violated the provisions detailed herein, and thus
9 seek to enforce civil penalties against Defendants for these violations. The PAGA allows a private
10 individual to recover civil penalties previously only recoverable by the State. Although some of
11 the labor provisions referenced herein do not themselves provide the amount of any penalty, the
12 PAGA states that for all provisions of the Labor Code for which no civil penalty is established,
13 including but not limited to the provisions referenced herein, the penalty shall be one hundred
14 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
15 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
16 Accordingly, these are the penalties that Plaintiffs seek to enforce to the extent civil penalties are
17 not already provided for in the Labor Code. If the Labor Code already provides penalties for
18 particular violations, Plaintiffs seek those penalties.

19 103. Plaintiffs are also entitled to recover for themselves, other aggrieved employees,
20 and the State of California, civil penalties pursuant to California Labor Code § 210 in the amount
21 of \$100 per employee per initial violation of the timely payment requirements of California Labor
22 Code § 204 and \$200 per employee for each subsequent violation, plus 25% of the amount
23 unlawfully withheld. Plaintiffs seek to pursue remedies pursuant to PAGA for these violations.

24 104. California Labor Code § 226.3 imposes a civil penalty in addition to any other
25 penalty provided by law of two hundred fifty dollars (\$250) per aggrieved employee for the first
26 violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent
27 violation under California Labor Code § 226(a).

28 105. Pursuant to California Labor Code § 203, for an employer who willfully fails to

1 pay any wages of an employee who is discharged or quits, that employee's wages shall continue
2 as a penalty from the due date at the same rate until paid, but shall not continue for more than
3 thirty (30) days. California Labor Code § 256 imposes a civil penalty in an amount not exceeding
4 thirty (30) days pay as waiting time under the terms of California Labor Code § 203.

5 106. California Labor Code § 558 provides: "Any employer or other person acting on
6 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
7 provision regulating hours and days of work in any order of the Industrial Welfare Commission
8 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
9 each underpaid employee for each pay period for which the employee was underpaid in addition
10 to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one
11 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
12 was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages
13 recovered pursuant to this section shall be paid to the affected employee."

14 107. Under California Labor Code § 1174.5, Defendants are subject to a civil penalty
15 of five hundred dollars (\$500) for failing to keep records as required by section 1174(d).

16 108. California Labor Code § 2698 *et seq.* imposes a civil penalty of one hundred
17 dollars (\$100) per pay period, per aggrieved employee for the initial violation of California Labor
18 Code §§ 204, 510, 512, 1174, 1194, 1198, and 2802 and two hundred dollars (\$200) for each
19 aggrieved employee per pay period for each subsequent violation.

20 109. Plaintiffs have fully complied with the procedural requirements specified in
21 California Labor Code § 2699.3 as to each of the alleged violations. Plaintiffs are therefore
22 entitled to pursue his penalty claims pursuant to California Labor Code section 2699 *et seq.*, the
23 Private Attorneys General Act. Cal. Lab. Code § 2699.3(a)(2)(C).

24 110. Enforcement of statutory provisions to protect workers and to ensure proper and
25 prompt payment of wages is a fundamental public interest. Plaintiffs' successful enforcement of
26 important rights affecting the public interest will confer a significant benefit upon the general
27 public. Private enforcement of these rights is necessary, as no public agency has pursued
28 enforcement.

111. As a result of the violations alleged, Plaintiffs, as aggrieved employees on behalf of themselves and other similarly situated employees employed by Defendants, seeks all civil penalties available pursuant to California Labor Code § 2699, including all civil penalties, attorneys' fees, expenses, and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying this action as a class action on behalf of the classes defined herein;
2. For an order designating Plaintiffs as representative of the Classes as described herein;
3. For an order appointing Counsel for Plaintiffs as Class Counsel;
4. That this Court award damages, restitution, statutory penalties, and civil penalties to be paid by Defendants for the causes of action alleged herein;
5. That this Court award actual damages, compensatory damages, compensation for all hours worked but not paid, special damages according to proof, and general damages in amounts according to proof and in no event in an amount less than the jurisdictional limit of this court, as well as restitutionary relief to Plaintiffs and Class Members of all monies due to Plaintiffs and Class Members from the unlawful business practices of Defendants;
6. That this Court award injunctive relief, including that available under Labor Code section 226(h) and Business and Professions Code § 17203;
7. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code §§ 203, 226, 226.7, and 1194.2;
8. For waiting time penalties pursuant to Labor Code sections 203 and 206;
9. For penalties pursuant to Labor Code sections 201, 226, 556, 1174(d), 1194, 1194.2, and 2698 *et seq.*, and any and all other provisions of the Labor Code which provide for penalties as a result of the conduct alleged herein;
10. For statutory penalties pursuant to, among others, the Private Attorney General

1 Act;

2 11. That this Court award statutory attorneys' fees and costs, including reasonable
3 attorneys' fees and expert fees, including those available under Labor Code §§ 218.5, 226(e)(1),
4 226(h), 1194, and 2698 *et seq.*, and other provisions of the Labor Code, Government Code, and
5 "private attorney general" statutes contained in Code of Civil Procedure section 1021.5;

6 12. That this Court award prejudgment and post-judgment interest according to any
7 applicable provision of law or as otherwise permitted by law; and

8 13. That this Court award such other and further relief as the Court deems just and
9 proper.

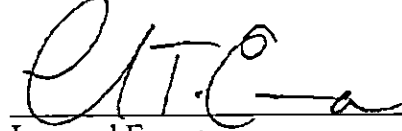
10 **JURY DEMAND**

11 Plaintiffs hereby demand a jury trial on all issues and causes of action.

12
13
14 Dated: July 25, 2025

Respectfully submitted,

EMPLOYMENT LAWYERS



Leonard Emma

Cody Stroman

Attorneys for Plaintiffs