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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ORLANDO GONZALEZ, an individual,

Plaintiff,

vs.

LUXVUE LTD. DBA TRU
ARCHITECTURAL, a corporation; and DOES
1 through 10 inclusive,

Defendant.

Case No. 23STCV19771

PLAINTIFF'S COMPLAINT FOR:

- 1. FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF LABOR CODE SECTIONS 1194, 1194.2, 1197, 1197.1**
- 2. FAILURE TO PAY OVERTIME IN VIOLATION OF SECTIONS 510, 1194, 1198, 1199**
- 3. FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS IN VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**
- 4. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS IN VIOLATION OF LABOR CODE SECTION 226.7**
- 5. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS IN VIOLATION OF LABOR CODE SECTION 226(a)**
- 6. FAILURE TO PAY WAGES OWED TIMELY IN VIOLATION OF LABOR CODE SECTIONS 201 TO 203**
- 7. FAILURE TO REIMBURSE NECESSARY EXPENSES IN VIOLATION OF LABOR CODE SECTION 2802**

JURY TRIAL DEMANDED

Plaintiff Orlando Gonzalez (“Plaintiff”) alleges and complains against Defendants Luxvue LTD. dba TRU Architectural and Does 1 through 10 (collectively, “Defendant”) as follows:

PARTIES | JURISDICTION | VENUE

1. Plaintiff, at all times relevant hereto, is and has been a resident of the State of California.

2. Defendant Luxvue LTD. dba TRU Architectural is a leading provider of thermally broken aluminum systems on the West coast. Defendant operates at 12530 Yukon Avenue, Hawthorne, California 90250 (the “worksite”).

3. Under California Code of Civil Procedure section 395(a), venue is proper in this County because Defendant resides in this County and/or Plaintiff’s alleged injuries herein occurred in this County.

4. The true names and capacities of the defendants named herein as Does 1 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown to Plaintiff who therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff believes that all of the Doe defendants are California residents. Plaintiff will amend this Complaint to show such true names and capacities when they have been determined. Defendant and Doe Defendants are collectively referred to as “Defendant,” “Defendants” or “Defendant Employers.”

5. Plaintiff believes that, at all times relevant herein, each defendant designated, including Does 1 through 10, was the agent, managing agent, principal, owner, partner, joint venturer, representative, manager, servant, employee, and/or co-conspirator of each of the other defendants, and was at all times mentioned herein acting within the course and scope of said agency and employment, and that all acts or omissions alleged herein were duly committed with the ratification, knowledge, permission, encouragement, authorization, and consent of each defendant designated herein.

6. Defendant, and each of them, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code section 12940(i). Defendant, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiff harm.

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ALTER EGO | AGENCY | JOINT EMPLOYER

7. There exists such a unity of interest and ownership between Defendant Employers that the individuality and separateness of Defendant Employers have ceased to exist. At all times relevant hereto, Defendant Employers, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendant Employers, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendant Employers. Whenever and wherever reference is made in this complaint to any act or failure to act by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each defendant acting individually, jointly and severally.

8. Plaintiff believes Defendant Employers were both Plaintiff's joint employer and are liable under the joint employer and single enterprise theories. *See Laird v. Capital Cities* (1998) 68 Cal.App.4th 727, 737-38 (four factors to prove single enterprise are "interrelation of operations, common management, centralized control of labor relations, and common ownership or financial control. ... Although courts consider the four factors together, they often deem centralized control of labor relations the most important."); *see also Vernon v. State of California* (2004) 116 Cal.App.4th 114, 128 (separate entities can also be deemed a "joint employer" by having the right to control the employment relationship, as evaluated by focusing on "an examination of defendant's role with respect to the right to hire, fire, transfer, promote, discipline, set the terms, conditions and privileges of employment, train and pay the plaintiff.")).

9. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code sections 12926 (d), 12940 (a),(h),(1), (h)(3)(A), (i), and, 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court. Defendant Employers were Plaintiff's employers, joint employers and/or special employers within the meaning of the Labor Code and the applicable Industrial Welfare Commission Order, and are each an "employer or other person acting on behalf of an employer" as such term is used in Labor Code sections 558 and/or 558.1, and liable to Plaintiff on that basis. Defendant Employers are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant Employers.

1 Plaintiff performed services for each and every one of Defendant Employers, and to the mutual benefit
2 of all Defendant Employers, and all Defendant Employers shared control of Plaintiff as an employee,
3 either directly or indirectly, and the manner in which Defendant Employers' business was and is
4 conducted.

5 10. Labor Code section 558.1 provides that an employer or "other person acting on behalf of
6 an employer" who violates certain California wage and hour laws "may be held liable as the employer for
7 such violation." Labor Code section 558.1 defines "other person acting on behalf of an employer" as a
8 "natural person who is an owner, director, officer, or managing agent" of the employer. Labor Code
9 section 558.1(b). *See* Labor Code section 558(a) (authorizing civil penalties against "any employer or
10 other person acting on behalf of an employer" who causes overtime pay violations to occur."); *see Atempa*
11 *v. Pedrazzani*, 27 Cal.App.5th 809, 823-824 (2018); Labor Code section 1197.1 ("Any employer or other
12 person acting either individually or as an officer, agent, or employee of another person" for failure to pay
13 minimum wages."); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089 (2005) ("aggrieved employees may
14 ... maintain civil actions to recover such penalties"); *see Reynolds v. Bement*, 36 Cal.4th 1075, 1089, fn.
15 10 (2005) (alter ego doctrine may be used in wage claim actions to impose liability on controlling directors
16 and shareholders); *see* Government Code section 12925(d) (defining "Person" as one *or more* individuals,
17 partnerships, associations, corporations, limited liability companies, legal representatives, trustees,
18 trustees in bankruptcy, and receivers or other fiduciaries).

19 11. Despite the formation of purported corporate existence, Defendant Employers are, in
20 reality, one and the same, including, but not limited to because: (a) Defendant Employers are completely
21 dominated and controlled by one another, who personally committed the frauds and violated the laws as
22 set forth in this complaint, and who have hidden and currently hide behind Defendant Employers to
23 perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose; (b)
24 Defendant Employers derive actual and significant monetary benefits by and through one another's
25 unlawful conduct, and by using one another as the funding source for their own personal expenditures;
26 (c) Defendant Employers, while really one and the same, were segregated to appear as though separate
27 and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other
28 wrongful or inequitable purpose; (d) Defendant Employers does not comply with all requisite corporate

1 formalities to maintain a legal and separate corporate existence; (e) the business affairs of Defendant
2 Employers are, and at all times relevant were, so mixed and intermingled that the same cannot
3 reasonably be segregated, and the same are in inextricable confusion. Defendant Employers are, and at
4 all times relevant hereto were, used by one another as a mere shell and conduit for the conduct of certain
5 of Defendant Employers' affairs, and are, and were, the alter ego of one another. The recognition of
6 the separate existence of each of the Defendant Employers would not promote justice, in that it would
7 permit Defendant Employers to insulate themselves from liability to Plaintiff for violations of the law.
8 The corporate existence of Defendant Employers should each be disregarded in equity and for the ends of
9 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein. Accordingly,
10 Defendant Employers constitute the alter ego of one another, and the fiction of their separate corporate
11 existence must be disregarded.

12 **FACTUAL ALLEGATIONS**

13 12. **Plaintiff's Hire.** On February 1, 2019, Defendant hired Plaintiff Orlando Gonzalez as an
14 employee in the job position of Logistics to work at the worksite.

15 13. **Plaintiff's Job Details.** Plaintiff's job duties included loading and unloading material,
16 checking in shipments, secure and document outgoing material, and scheduling drivers.

17 14. Plaintiff's work schedule was typically Monday through Friday 6:30am to 3pm; however,
18 Plaintiff would often need to drive for work purposes after hours.

19 15. Plaintiff reported to Rodolpho Renteria and Manager Jose Soto.

20 16. **Plaintiff's Pay.** Defendant classified Plaintiff as "non-exempt" and paid him \$20.25 per
21 hour despite the fact that Defendant required Plaintiff to perform the work of higher paid employees, did
22 not pay Plaintiff for all hours worked, and did not provide Plaintiff statutory breaks.

23 17. **Plaintiff Complains About Unpaid Wages.** In late 2019, Defendant started to require
24 Plaintiff to perform job duties far outside of his own job. Defendant required Plaintiff to drive his own
25 personal vehicle to make deliveries and pickups and to do installation work. Despite these increased job
26 requirements, Defendant refused to pay Plaintiff at the \$27 per hour rate that Defendant paid to other
27 employees for the same work.

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1 18. Plaintiff complained about his underpayment but continued to do the work. Eventually,
2 Dan Nichols told Plaintiff that, while Plaintiff was and would be required to go in the field during times
3 when his work was slow, *Plaintiff's pay should have been and would be adjusted accordingly.*

4 19. Shortly thereafter, on April 20, 2023, Defendant told Plaintiff he was terminated and would
5 be receiving his final check.

6 20. **Off-The-Clock Work.** Defendant failed to pay Plaintiff for all time worked. The off-the-
7 clock work included, among other things according to proof: traveling for work; working during breaks,
8 such as carrying on with work during a meal or rest break; post-shift work completing tasks like clean-
9 ups.

10 21. **Overtime Work.** Defendant failed to pay Plaintiff for work in excess of eight (8) hours in
11 a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1.5) times the regular
12 rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
13 workweek, and for work in excess of twelve (12) hours in a day overtime compensation at a rate of two
14 (2) times the regular rate of pay.

15 22. **Meal Break Violations.** Defendant failed to provide Plaintiff with first or second timely,
16 uninterrupted 30-minute meal break as required by law, according to proof. For instance, among other
17 things according to proof: Plaintiff was forced to answer work-related inquiries throughout Plaintiff's
18 meal breaks; Plaintiff was "on-call" during meal breaks; Defendant automatically deducted unpaid meal
19 break time from Plaintiff's time worked even though Plaintiff performed work during such time;
20 Defendant rounded Plaintiff's clock in and out times for the start and end of meal breaks; Plaintiff's meal
21 breaks were not timely; Plaintiff's meal breaks were interrupted; Plaintiff's meal breaks were less than the
22 full 30 minutes; Defendant required Plaintiff to remain on premises at the worksite during meal breaks.

23 23. Defendant's company-wide understaffing arising from labor budget policies and
24 subsequent failure to provide adequate break coverage prevented Plaintiff from taking compliant meal
25 breaks. As a result of these practices and/or policies, Plaintiff was "on-call" and required to continue to
26 perform duties without being able to take a timely, compliant meal break. Thus, Plaintiff had to work
27 through part or all of Plaintiff's meal breaks, had meal breaks interrupted, and/or wait extended breaks of
28 time before taking meal breaks.

1 24. Defendant maintained a facially non-compliant meal break policy that did not provide
2 Plaintiff with first or second timely, uninterrupted 30-minute meal break as required by law. Plaintiff
3 worked more than six (6) hours without being relieved of Plaintiff's duties to take a meal break. Defendant
4 regularly required Plaintiff to continue working and failed to provide meal break coverage for her, thereby
5 preventing Plaintiff from taking timely, uninterrupted meal breaks to which Plaintiff was entitled.
6 Defendant did not provide Plaintiff with second 30-minute meal breaks on days that she worked in excess
7 of 10 hours.

8 25. Defendant required Plaintiff to always record meal breaks, even when meal breaks were
9 never taken, or were late, short, and/or interrupted. As a result, 30-minute meal breaks were deducted
10 from Plaintiff's time records for hours Plaintiff actually spent working. This is a form of off-the-clock
11 work that Plaintiff performed.

12 26. Defendant has engaged in a company-wide practice and/or policy to not pay meal break
13 premiums owed when compliant meal breaks are not provided. If and when Defendant did attempt to pay
14 meal break premiums owed when compliant meal breaks were not provided, Defendant paid at less than
15 the legally required rate of pay. Defendant, therefore, failed to provide Plaintiff compliant meal breaks
16 and failed to pay the full meal break premiums due.

17 27. **Rest Break Violations.** Defendant failed to authorize and permit Plaintiff to take a 10-
18 minute rest break per each four (4) hour period worked or a major fraction thereof, according to proof.
19 For instance, among other things according to proof: Plaintiff was forced to answer work-related inquiries
20 throughout Plaintiff's rest breaks; Plaintiff was "on-call" during rest breaks; Defendant did not pay
21 Plaintiff for what should have been paid rest breaks; Plaintiff's rest breaks were not timely; Plaintiff's rest
22 breaks were interrupted; Plaintiff's rest breaks were less than the full 10 minutes; Defendant required
23 Plaintiff to remain on premises at the worksite during rest breaks.

24 28. Defendant's labor budget policies and resultant understaffing prevented Plaintiff from
25 being relieved of all duties to take compliant rest breaks. Defendant had no policy of scheduling rest
26 breaks for employees, which further impeded and prevented Plaintiff from taking rest breaks. As a result
27 of Defendant's understaffing and failure to schedule rest breaks, Plaintiff worked shifts in excess of 3.5
28 hours, in excess of six (6) hours, and in excess of 10 hours without receiving all uninterrupted 10-minute

rest breaks to which Plaintiff was entitled.

29. Defendant maintained a facially non-compliant rest break policy that did not permit and authorize employees to take a second rest break for shifts from six (6) to 10 hours in length. To the extent there is a policy, Defendant's written rest break policy only authorizes employees to take a 10-minute rest break for every four (4) hours worked. As such, Defendant's written rest break policy does not permit and authorize Plaintiff to take second and third rest breaks for shifts six (6) to 10 hours in length or shifts 10 to 14 hours in length, respectively. Defendant's non-compliant rest break policy impeded and prevented Plaintiff from taking rest breaks. Plaintiff regularly worked shifts in excess of six (6) hours and did not receive the two (2) uninterrupted rest breaks. Plaintiff's rest breaks were regularly interrupted by work demands due to the lack of break coverage.

30. Defendant has engaged in a company-wide practice and/or policy to not pay rest break premiums owed when compliant rest breaks are not provided. If and when Defendant did attempt to pay rest break premiums owed when compliant rest breaks were not provided, Defendant paid at less than the legally required rate of pay. Defendant, therefore, failed to provide Plaintiff compliant rest breaks and failed to pay the full rest break premiums due.

31. **Wage Statements.** Defendant knowingly and intentionally failed to provide Plaintiff with uniform, complete, and accurate wage statements because the wage statements provided to Plaintiff failed to list the: accurate totals of the hours worked; number of hours worked at each hourly rate; net wages earned; and/or gross wages earned.

32. **Unreimbursed Expenses.** Defendant failed to fully reimburse Plaintiff's reasonable business expenses incurred, according to proof, including travel costs for all miles travelled at the correct rate of reimbursement, and mobile device usage costs.

33. **Final Pay.** Defendant failed to pay Plaintiff all wages owed to Plaintiff immediately upon Plaintiff's termination of employment, including earned and unpaid wages, such as: minimum wages; overtime wages; meal and rest period premium wages; and/or all wages owed for the final day of work.

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FIRST CAUSE OF ACTION

**FAILURE TO PAY MINIMUM WAGE IN VIOLATION OF CALIFORNIA
LABOR CODE SECTIONS 204, 1194, AND 1197 AND WAGE ORDER**

34. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

35. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission's Wage Orders and California Labor Code.

36. California Labor Code section 204(a) states that wages "earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

37. California Labor Code section 1194(a) states (in relevant part): "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

38. California Labor Code section 1197 states (in relevant part): "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

39. The applicable California Industrial Wage Order states: "Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise."

40. Defendant violated the foregoing statutes and regulations as alleged herein.

41. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.1, 1197.2, Plaintiff is entitled to recover the full amount of Plaintiff's unpaid wages, liquidated damages, waiting time penalties, reasonable attorneys' fees, and costs of suit. Plaintiff is entitled to recover interest on all due and unpaid wages and waiting time penalties under Labor Code section 218.6 and/or Civil Code section 3287(a).

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1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF**
3 **LABOR CODE SECTIONS 510, 1194, 1198, AND 1199 AND WAGE ORDER**

4 42. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 43. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
6 Welfare Commission's Wage Orders and California Labor Code.

7 44. The applicable Industrial Welfare Commission Wage Order provides that: "(A) Daily
8 Overtime – General Provisions. (1) The following overtime provisions are applicable to employees 18
9 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school
10 and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be
11 employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the
12 employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked
13 over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond
14 eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the
15 employee is compensated for such overtime at not less than: (a) One and one-half (1 ½) times the
16 employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve
17 (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day
18 of work in a workweek.; and (b) Double the employee's regular rate of pay for all hours worked in excess
19 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
20 consecutive day of work in a workweek. (c) The overtime rate of compensation required to be paid to a
21 nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary
22 as one fortieth (1/40) of the employee's weekly salary.

23 45. California Labor Code section 510 provides that: (a) Eight hours of labor constitutes a
24 day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any
25 one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be
26 compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.
27 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the
28 regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of

1 a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

2 46. California Labor Code section 1194 provides in relevant part: (a) Notwithstanding any
3 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
4 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
5 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
6 reasonable attorney's, and costs of suit.

7 47. California Labor Code section 218.5 provides in relevant part: In any action brought for
8 the nonpayment of wages, fringe benefits, or health and welfare or pension fund contributions, the court
9 shall award reasonable attorney's fees and costs to the prevailing party if any party to the action requests
10 attorney's fees and costs upon the initiation of the action.

11 48. At all relevant times, throughout Plaintiff's employment, Plaintiff regularly and with
12 Defendant's knowledge worked more than eight (8) hours in working day.

13 49. Defendant did not pay 1 ½ times the legal minimum hourly wage rate for all the hours
14 worked over eight (8) hours in a work day and/or 40 hours in a work week, and Defendant did not pay
15 two times the legal minimum hourly rate for all the hours worked over twelve (12) hours in a work day as
16 alleged herein.

17 50. During the relevant time period, Defendant intentionally and willfully failed to pay for all
18 hours Defendant suffered and/or permitted Plaintiff to work, including for overtime hours.

19 51. Plaintiff alleges that wages are due to Plaintiff for all hours worked during which Plaintiff
20 was not paid proper overtime wages pursuant California Labor Code sections 510 and 1194 and all
21 applicable laws, rules, orders, requirements and regulations.

22 52. Plaintiff demands all applicable reimbursements, interest and penalties for lost overtime
23 wages.

24 53. Plaintiff further demands reasonable attorneys' fees and costs of suit pursuant to California
25 Labor Code sections 218.5 and 1194, and any other applicable statute or regulation.

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1 **THIRD CAUSE OF ACTION**

2 **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF**
3 **LABOR CODE SECTIONS 226.7 AND 512 AND WAGE ORDER**

4 54. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 55. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
6 Welfare Commission's Wage Orders and California Labor Code.

7 56. California Labor Code section 512(a) states (in relevant part): "An employer may not
8 employ an employee for a work period of more than five hours per day without providing the employee
9 with a meal period of not less than 30 minutes, except that if the total work period per day of the employee
10 is no more than six hours, the meal period may be waived by mutual consent of both the employer and
11 employee."

12 57. The applicable Industrial Welfare Commission Wage Order provides that: No employer
13 shall employ any person for a work period of more than five (5) hours without a meal period of not less
14 than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's
15 work the meal period may be waived by mutual consent of the employer and the employee.

16 58. California Labor Code section 226.7(b) provides: If an employer fails to provide an
17 employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare
18 Commission, the employer shall pay the employee one additional hour of pay at the employee's regular
19 rate of compensation for each work day that the meal or rest period is not provided.

20 59. During the relevant time period, Defendant worked Plaintiff more than five hours per day
21 without an off-duty, timely, and/or uninterrupted 30-minute meal period as required by California Labor
22 Code section 512 and the applicable Industrial Welfare Commission Wage Order. During the relevant
23 time period, Plaintiff worked more than six (6) hours in a workday and did not waive the right to a meal
24 period by mutual consent. Defendant's policy and practice was not to compensate Plaintiff with the full
25 amount of pay due and owing as required by California Labor Code section 226.7, and the applicable
26 Industrial Welfare Commission order (i.e., one hour of pay per day per lunch period at the employee's
27 regular rate of compensation).

28 60. Plaintiff demands all applicable reimbursements, interest, and penalties for Plaintiff's lost

1 wages.

2 61. Plaintiff demands reasonable attorneys' fees and costs of suit pursuant to California Labor
3 Code sections 218.5 and 1194, and any other applicable statute or regulation.

4 **FOURTH CAUSE OF ACTION**

5 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS IN VIOLATION OF**
6 **LABOR CODE SECTION 226.7 AND WAGE ORDER 4-2001**

7 62. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

8 63. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
9 Welfare Commission's Wage Orders and California Labor Code.

10 64. California Labor Code section 226.7 provides that no employer shall require an employee
11 to work during any rest period mandated by an applicable order of the California Industrial Welfare
12 Commission.

13 65. The applicable Industrial Welfare Commission Wage Order provides that "[e]very
14 employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall
15 be in the middle of each work period" and that the "rest period time shall be based on the total hours
16 worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless
17 the total daily work time is less than three and one-half (3 ½) hours."

18 66. Defendant's conduct violates applicable Wage Orders and California Labor Code section
19 226.7. During the relevant time period, Defendant required Plaintiff to work four (4) or more hours
20 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.
21 During the relevant time period, Defendant willfully required Plaintiff to work during rest periods and
22 failed to pay Plaintiff the full rest period premium for work performed during rest periods. During the
23 relevant time period, Defendant failed to pay Plaintiff the full rest period premium due pursuant to
24 California Labor Code section 226.7.

25 67. Pursuant to the applicable Industrial Welfare Commission Wage Order and California
26 Labor Code section 226.7(b), Plaintiff is entitled to recover from Defendant one additional hour of pay at
27 the employee's regularly hourly rate of compensation for each work day that the rest period was not
28 provided.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS IN VIOLATION OF**
3 **LABOR CODE SECTION 226(a)**

4 68. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

5 69. At all relevant times, Plaintiff was subject to the provisions of the California Industrial
6 Welfare Commission's Wage Orders and California Labor Code.

7 70. California Labor Code section 226(a) provides that every employer shall furnish each of
8 their employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
9 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
10 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
11 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
12 dates of the period for which the employee is paid, (7) the name of the employee and their or their social
13 security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable
14 hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly
15 rate by the employee.

16 71. California Labor Code section 226 requires employers to list on an itemized wage
17 statement "all amounts earned and now owing, not just those amounts actually paid." *Naranjo v. Spectrum*
18 *Security Services, Inc.*, 2022 WL 1613499, at *13 (Cal., May 23, 2022).

19 72. California Labor Code section 226(e)(1) provides that "[a]n employee suffering injury as
20 a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
22 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to
23 exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
24 reasonable attorney's fees."

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73. California Labor Code section 226.3 provides that “Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

74. Plaintiff has suffered injury and damage to Plaintiff’s statutory-protected rights as Defendant intentionally and willfully failed to provide Plaintiff with complete and accurate wage statements as alleged herein. The deficiencies include, but are not limited to, the failure to include: total hours worked by the employee; the inclusive dates of the period for which the employee is paid; the name of the employee and their social security number; the name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

75. Plaintiff is entitled to recover from Defendant the greater of Plaintiff’s actual damages caused by Defendant’s failure to comply with California Labor Code section 226(a), or pursuant to California Labor Code section 226(e), an aggregate penalty not exceeding four thousand dollars per employee, and an award of costs and reasonable attorney’s fees.

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF LABOR CODE SECTIONS 201 TO 203

76. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

77. At all relevant times, Plaintiff was subject to the provisions of the California Industrial Welfare Commission’s Wage Orders and California Labor Code.

78. California Labor Code sections 201 and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. For these purposes, wages include meal and rest break period premiums. *Naranjo v. Spectrum Security Services, Inc.* (SC S258966), dated May 23, 2022.

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1 88. Plaintiff seeks reimbursement for the excess costs of these expenses as alleged herein.
2 Plaintiff seeks damages for all necessary expenditures and loses, including attorney's fees and costs
3 pursuant to Labor Code section 2802(c).

4 **JURY TRIAL DEMANDED**

5 Plaintiff demands a jury as to all causes of action.

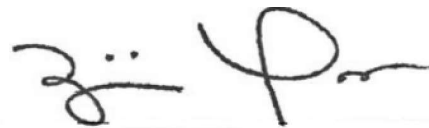
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays judgment against Defendant as follows:

- 8 a. For general economic damages according to proof;
9 b. For general non-economic damages according to proof;
10 c. For special damages according to proof;
11 d. For penalties where provided by law;
12 e. For punitive damages where allowed by law;
13 f. For prejudgment interest pursuant to California Labor Code section 218.6, California
14 Civil Code section 3287 and/or California Civil Code section 3288 and/or any other
15 provision of law providing for prejudgment interest;
16 g. For attorneys' fees where allowed by law;
17 h. For costs of suit incurred herein; and
18 i. For such other and further relief as deemed just and proper.
19
20

21 DATED: August 17, 2023

COLBY LAW FIRM, PC

22
23 

24 By: _____

25 AARON N. COLBY
26 ZOE YUZNA

27 Attorneys for Plaintiff
28 ORLANDO GONZALEZ