

1 Tuvia Korobkin, Esq. # 268066
tuvia@abramsonlabor.com
2 Rijenea Appling, Esq. # 346329
rijenea@abramsonlabor.com
3 **ABRAMSON LABOR GROUP**
11846 Ventura Boulevard, Suite 100
4 Studio City, California 91604
Tel: (213) 493-6300
5 Fax: (213) 723-2522

6 Attorneys for Plaintiff

FILED/ENDORSED

OCT 03 2023

By: G. Galaviz
Deputy Clerk

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SACRAMENTO**

10 MARIA RENTERIA CEJA, on behalf of herself
11 and all others similarly situated,

12 Plaintiff,

13
14 vs.

15
16 CONCRETE VALUE CORP, INC., a California
corporation; and DOES 1 through 100, Inclusive,

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

Case No. 23CV005518

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) **FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (4) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*).**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

BY FAX

1 Plaintiff Maria Renteria Ceja (“Plaintiff”), on behalf of herself and all others similarly
2 situated, hereby brings this Class and Representative Action Complaint against Concrete Value
3 Corp, Inc., a California corporation; and Does 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
7 class action for recovery of unpaid wages and penalties under California Business and Professions
8 Code section 17200, *et. seq.*; Labor Code sections 201-204, 226, 226.7, 510, 512, 516, 558, 1194,
9 1198, 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 4 (“Wage Order 4”), in
10 addition to seeking declaratory relief and restitution. This class action is brought pursuant to
11 California Code of Civil Procedure section 382. This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds this Court’s
13 jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Sacramento County. Defendants own, maintain offices, transact business, have an
18 agent or agents within Sacramento County, and/or otherwise are found within Sacramento
19 County, and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
23 the filing of this action and within the statute of limitations periods applicable to each cause of
24 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff
25 was, and is, a victim of Defendants’ policies and/or practices complained of herein, lost money
26 and/or property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-
27 204, 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*; California Business & Professions
28 Code § 17200, *et seq.* (Unfair Competition), and Wage Order 4, which sets employment standards

1 for employees in professional, technical, clerical, mechanical, and similar occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of this action and continuing to the present, Defendants did (and do)
4 business as a concrete subcontractor within California, and that they employed Plaintiff and other
5 similarly situated non-exempt employees within Sacramento County and the state of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
10 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiff and the Classes (as defined in Paragraph 18) to be subject to the
13 unlawful employment practices, wrongs, injuries, and damages complained of herein.

14 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
15 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

16 7. At all times herein mentioned, each of said Defendants participated in the acts
17 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
18 each of them, were the agents, servants, and employees of each of the other Defendants, as well
19 as the agents of all Defendants, and at all times herein mentioned were acting within the course
20 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
21 and/or otherwise ratified each of the acts or omissions alleged herein.

22 8. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
26 Members (as defined in Paragraph 18).

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

10. During Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees often worked over 8.0 hours in a workday and/or over 40.0 hours in a workweek, but Defendants failed to pay them overtime compensation at one-and-one-half times (or two times in the case of double-time) their "regular rate" of pay as required under Labor Code § 510. Specifically, Plaintiff and other non-exempt employees earned non-discretionary bonuses and/or other forms of compensation not excludable from the "regular rate" of pay (these forms of pay are hereinafter referred to collectively as "Incentive Pay"). However, Defendants failed to incorporate these payments in employees' "regular rate" when calculating overtime, thereby under-paying Plaintiff's and other non-exempt employees' overtime compensation. For example, Defendants paid Plaintiff a "save the waste" bonus and a "margin" bonus in December 2022, which on information and belief was based on certain metrics being met in the third quarter of 2022 and paid approximately 3 months in arrears. Plaintiff worked overtime during the third quarter of 2022, but Defendants paid Plaintiff for such overtime hours at 1.5 times her *base* rate of pay, and Defendants failed to true up those overtime payments in light of the bonuses paid to Plaintiff for work performed in that quarter.

11. Defendants paid other Incentive Pay, such as “bonuses,” and failed to include those payments in the regular rate when calculating overtime pay. For example, in the pay period of November 11-17, 2022, Plaintiff earned “bonus pay” of \$460.00. In the overlapping pay periods of November 7-13, 2022 and November 14-20, 2022, Plaintiff’s wage statement reflects she earned a total of 3.42 hours of overtime, which was paid at 1.5 times her *base* rate of pay of \$21.50, i.e., at \$32.25 per hour, rather than 1.5 times her “regular rate” of pay.

12. On information and belief, during the putative class period Defendants likewise failed to properly calculate the “regular rate” of pay with respect to other non-exempt employees, resulting in those employees not being paid all overtime wages due to them.

///

1 13. In addition to under-paying overtime, Defendants’ failure to incorporate Incentive
2 Pay into the “regular rate” has also resulted in a failure to compensate Plaintiff and other non-
3 exempt employees for paid sick time at Plaintiff’s and other non-exempt employees’ “regular rate
4 of pay” as required under California law. For example, in the pay period of September 17 to
5 September 23, 2022, Plaintiff earned “bonus pay” of \$650.00 and “margin plus” bonus of
6 \$650.00. In the overlapping pay period of September 19-25, 2022 Plaintiff’s wage statement
7 reflects that she was paid 10.0 hours of sick pay (denoted as “sick pay” on her wage statement)
8 which was paid at her *base* rate of pay of \$21.50 per hour, rather than Plaintiff’s “regular rate of
9 pay” as required under Labor Code § 246(l)(1) (“Paid sick time for nonexempt employees shall
10 be calculated in the same manner as the regular rate of pay for the workweek in which the
11 employee uses paid sick time...”). As alleged herein, Defendants have failed to incorporate
12 Plaintiff’s and other non-exempt employees’ earned “Incentive Pay” into their “regular rate” and
13 in doing so, Plaintiff and other non-exempt employees have been underpaid for their sick time.

14 14. Defendants have also failed to provide Plaintiff and other non-exempt employees
15 with all statutorily mandated meal periods due to Defendants’ meal period policies/practices.
16 Specifically, the workload imposed on Plaintiff and other non-exempt employees often made it
17 impracticable for Plaintiff and other non-exempt employees to take an uninterrupted 30-minute
18 off-duty meal period prior to the end of the fifth hour of work, and/or a second 30-minute meal
19 period on shifts over 10.0 hours. Plaintiff and other non-exempt employees frequently had their
20 meal periods interrupted, delayed, missed, and/or cut short due to the workload placed on Plaintiff
21 and other non-exempt employees. Despite these violations, Defendants failed to pay meal period
22 premium wages pursuant to Labor Code § 226.7. On information and belief, for at least a portion
23 of the putative class period, Defendants maintained no payroll code or mechanism to pay meal
24 period premiums to Plaintiff or other employees on those occasions when legally compliant meal
25 periods were not provided.

26 15. Defendants have also failed to authorize and permit rest periods to Plaintiff and
27 other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-
28 minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other

1 non-exempt employees were frequently unable to take the rest periods to which they were entitled
2 as a result of the workload imposed by Defendants. In those instances that Defendants failed to
3 authorize and permit Plaintiff and other non-exempt employees to take a legally compliant rest
4 period, Defendants failed to pay the rest period premiums required by Labor Code § 226.7. Upon
5 information and belief, during at least a portion of the putative class period, Defendants
6 maintained no payroll code or other mechanism for paying rest period premiums when
7 Defendants failed to authorize and permit a legally compliant rest period.

8 16. As a result of Defendants' failure to pay all overtime wages, as well as Defendants'
9 failure to pay meal and rest period premium wages, Defendants maintained inaccurate payroll
10 records, and issued inaccurate wage statements to Plaintiff.

11 17. As a further result of Defendants' failure to pay all overtime wages as well as
12 Defendants' failure to pay meal and rest period premium wages, Defendants failed to pay all
13 wages to Plaintiff and other formerly employed non-exempt employees at the separation of their
14 employment.

15 **CLASS ACTION ALLEGATIONS**

16 18. Class Definitions: Plaintiff bring this action on behalf of herself and the following
17 Classes pursuant to Section 382 of the Code of Civil Procedure:

18 a. The Overtime Class consists of all of the Defendants' current and former non-
19 exempt employees in California who worked more than 8.0 hours in a workday and/or over
20 40.0 hours in a workweek, and earned Incentive Pay during a corresponding pay period or
21 quarter, at any time from four years prior to the filing of this action through the present.

22 b. The Meal Period Class consists of all of the Defendants' current and former non-
23 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
24 any time from four years prior to the filing of this action through the present.

25 c. The Rest Period Class consists of all of the Defendants' current and former non-
26 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
27 time from four years prior to the filing of this action through the present.

28 ///

d. The Wage Statement Class consists of all members of the Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement, at any time from one year prior to the filing of this action through the present.

e. The Waiting Time Class consists of all members of the Overtime Class, Meal Period Class, and/or Rest Period Class who are no longer employed by Defendants and whose employment with Defendants ended at any time from three years prior to the filing of this action through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, Sections 510 and 1194, by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

1 21. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' overtime, wage
5 statement, meal period, rest period, and final wage policies/practices. As such, the common
6 questions predominate over individual questions concerning each individual class member's
7 showing as to his or her eligibility for recovery or as to the amount of his or her damages.

8 22. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the
10 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
11 alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned overtime
12 wages, was subject to Defendants' uniform meal and rest period policies/practices, was furnished
13 with inaccurate wage statements, and was deprived of all final wages upon her separation of
14 employment from Defendants.

15 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
16 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
17 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
18 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
19 actions in state and federal courts in the past and are committed to vigorously prosecuting this
20 action on behalf of the members of the Classes.

21 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
22 an important public interest in establishing minimum working conditions and standards in
23 California. These laws and labor standards protect the average working employee from
24 exploitation by employers who have the responsibility to follow the laws and who may seek to
25 take advantage of superior economic and bargaining power in setting onerous terms and
26 conditions of employment. The nature of this action and the format of laws available to Plaintiff
27 and members of the Classes make the class action format a particularly efficient and appropriate
28 procedure to redress the violations alleged herein. If each employee were required to file an

1 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
2 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
3 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
4 an individual remedy would discourage the assertion of lawful claims by employees who would
5 be disinclined to file an action against their former and/or current employer for real and justifiable
6 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
7 prosecution of separate actions by individual class members would create a substantial risk of
8 inconsistent or varying verdicts or adjudications with respect to the individual class members
9 against Defendants herein; and which would establish potentially incompatible standards of
10 conduct for Defendants. Further, the claims of the individual members of the Classes are not
11 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
12 costs and expenses attending thereto. As such, the Classes identified in Paragraph 18 are
13 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **(AGAINST ALL DEFENDANTS)**

17 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
19 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
20 overtime hours worked and provide a private right of action for the failure to pay all overtime
21 compensation for overtime work performed.

22 27. At all times relevant herein, Defendants were required to properly compensate
23 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
24 Labor Code §§ 510 and 1194 and Wage Order 4. Labor Code § 510(a) provides, “Any work in
25 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek
26 and the first eight hours worked on the seventh day of work in any one workweek shall be
27 compensated at the rate of no less than one and one-half times the regular rate of pay for an
28 employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less

1 than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours
2 on any seventh day of a workweek shall be compensated at the rate of no less than twice the
3 regular rate of pay of an employee.” Defendants caused Plaintiff and Overtime Class members
4 to work overtime hours but did not compensate them at one and one-half times (or two times)
5 their regular rate of pay for such hours.

6 28. The foregoing policies and practices are unlawful and create entitlement to
7 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid overtime premiums
8 owing, interest thereon, statutory penalties, and attorneys’ fees and costs of suit according to
9 Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

10 **SECOND CAUSE OF ACTION**

11 **MEAL PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed in their affirmative obligation to provide all their hourly non-exempt employees, including
16 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
17 the mandates of the California Labor Code (including Labor Code § 512) and Wage Order 4, for
18 the reasons set forth in this Complaint.

19 31. As a result, Defendants owe premium compensation for meal period violations,
20 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 4, Labor
21 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

22 **THIRD CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 33. Labor Code §§ 226.7 and 516, and Wage Order 4, § 12 establish the right of
27 employees to be authorized and permitted a rest period of at least ten (10) minutes for each four
28 (4) hour period worked, or major fraction thereof.

34. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

35. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned and all meal and rest period premium wages earned, in violation of Labor Code § 226.

38. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their overtime wages and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

39. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

///

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 41. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid overtime wages and
14 unpaid meal and rest period premium wages.

15 43. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-203.

19 44. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

28 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 46. Defendants have engaged, and continue to engage, in unfair and/or unlawful
2 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
3 Plaintiff and the Classes all overtime wages due, failing to provide meal periods or pay meal
4 period premium wages, failure to authorize and permit rest periods or pay rest period premium
5 wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all
6 earned wages at separation of employment.

7 47. Defendants' utilization of these unfair and/or unlawful business practices has
8 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
9 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
10 Defendants' competitors who have been and/or are currently employing workers and attempting
11 to do so in honest compliance with applicable wage and hour laws.

12 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
13 herein, Plaintiff for herself, and on behalf of the members of the Classes, seeks full restitution of
14 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
15 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

16 49. The acts complained of herein occurred within the four years immediately
17 preceding the filing of this action.

18 50. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
20 of Defendants' current non-exempt employees, and to enforce important rights affecting the
21 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
22 which she is entitled to recover under Code of Civil Procedure § 1021.5.

23 **SEVENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 52. Defendants have committed several Labor Code violations against Plaintiff and
28 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.* Plaintiff, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;
- e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees

1 at their separation of employment, in violation of Labor Code §§ 201-203;

2 f. Failing to compensate Plaintiff and other aggrieved employees for paid sick time
3 at the employees' respective regular rates of pay, in violation of Labor Code §§
4 246.

5 53. On or about July 26, 2023, Plaintiff notified Defendant Concrete Value Corp, Inc.,
6 via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via
7 its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring
8 a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations
9 of the California Labor Code identified in paragraph 52 (a)-(f) above. Now that sixty-five days
10 have passed from Plaintiff's notifying Defendants and the LWDA of these violations, Plaintiff
11 has exhausted her administrative requirements for bringing a claim under the Private Attorneys
12 General Act with respect to these violations.

13 54. Based on the foregoing, Plaintiff seeks to represent herself, the State of California,
14 and all aggrieved employees as defined by Labor Code § 2699(c), which includes all current and
15 former employees who worked for Defendants in California at any time from one year prior to
16 the submission of Plaintiff's PAGA notice to the present.

17 55. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect her interests and the interests of other aggrieved employees, and to assess and collect the
19 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
20 she is entitled to recover under California Labor Code § 2699(g).

21 **PRAYER**

22 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
23 this suit is brought against Defendants, as follows:

- 24 1. For an order certifying the proposed Classes;
- 25 2. For an order appointing Plaintiff as representative of the Classes;
- 26 3. For an order appointing counsel for Plaintiff as counsel for the Classes;
- 27 4. Upon the First Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198

1 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 226.7, 512, 516, and 1198;

3 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

5 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
6 226, *et seq.*;

7 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
8 Labor Code §§ 201-203;

9 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
11 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
12 *seq.*;

13 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
14 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
15 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay
16 each employee and \$200.00 for each subsequent violation or willful or intentional violation
17 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
18 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
19 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
20 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
21 pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each
22 subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
23 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay
24 period for those violations of the Labor Code for which no civil penalty is specifically provided,
25 pursuant to Labor Code § 2699(f);

26 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
27 California Labor Code §§ 218.6, 1194(a), and 1194.2(a); Civil Code § 3287; and Art. XV, § 1 of
28 the California Constitution;

1 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
2 226(e), 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

3 13. For such other and further relief the Court may deem just and proper.

4
5 Date: October 2, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

6
7 By: 

Tuvia Korobkin
Attorneys for Plaintiff

8
9
10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

12
13 Dated: October 2, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

14
15 By: 

Tuvia Korobkin
Attorneys for Plaintiff