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Sacramento
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By _____, Deputy
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7 on behalf of himself and similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

11 BRENDAN ALVARADO, individually and)
12 as an aggrieved employee pursuant to the)
13 Private Attorneys General Act (PAGA),)

14 Plaintiff,)

15 vs.)

16 AKKODIS, INC.; CALM COMPUTING)
17 INC.; Does 1 through 20, inclusive,)

18 Defendants.)
19)
20)
21)
22)

Case No.

COMPLAINT FOR DAMAGES:

1. Retaliation in Violation of Labor Code § 1102.5;
2. Violation of Labor Code § 232;
3. Wrongful Termination in Violation of Public Policy;
4. Failure to Pay Minimum Wage for All Hours Worked;
5. Failure to Provide Accurate Wage Statements;
6. Waiting Time Penalties;
7. Failure to Pay Overtime Wages;
8. Failure to Provide Meal and Rest Periods;
9. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 et seq.

JURY TRIAL DEMANDED

BY FAX

1
2 Plaintiff BRANDON ALVARADO (“Plaintiff”), on behalf of himself and all other similarly
3 situated employees hereby files this Complaint against Defendants AKKODIS, INC.; CALM
4 COMPUTING, INC.; and Does 1 through 20 (collectively referred to as “Defendants”). Plaintiff
5 alleges the following:

6 **INTRODUCTION**

7 1. This complaint is brought by Plaintiff seeking individual damages and PAGA
8 penalties for failure to provide accurate wage statements, missed meal and rest periods, unpaid
9 minimum and overtime wages, waiting time penalties, failure to reimburse business expenses, and
10 derivative civil and statutory penalties. Plaintiff seeks these damages and penalties, plus interest and
11 attorney’s fees, on behalf of himself and similarly situated employees.

12 2. During all relevant times, Plaintiff and similarly situated employees worked for
13 Defendants as non-exempt employees.

14 **JURISDICTION AND VENUE**

15 3. The Sacramento County Superior Court has jurisdiction in this matter due to alleged
16 violations of California Labor Code §§ 201, 203, 226, 226.3, 232, 2698 *et seq.*, Business and
17 Professions Code § 17200 *et seq.*

18 4. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
19 of the wrongful acts and violations of law asserted herein occurred within Sacramento County.

20 **PARTIES**

21 5. Plaintiff BRENDAN ALVARADO is over the age of eighteen (18) and is a resident
22 of the State of California and a former employee of Defendants.

23 6. Plaintiff is informed and believes, and thereupon alleges, that Defendant AKKODIS,
24 INC. is now and/or at all times mentioned in this Complaint a Florida Corporation and the owner and
25 operator of an industry, business and/or facility licensed to do business and actually doing business
26 in the State of California.

27 7. Plaintiff is informed and believes, and thereupon alleges, that Defendant CALM
28 COMPUTING, INC. is now and/or at all times mentioned in this Complaint a California corporation

1 and the owner and operator of an industry, business and/or facility licensed to do business and
2 actually doing business in the State of California.

3 8. Plaintiff is informed and believes, and based thereon alleges, that Defendants, jointly
4 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
5 employees. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
6 were at all relevant times advised by skilled California employment law attorneys and knew the
7 requirements of the California Labor Code with respect to employee wage statements, payment of
8 wages, calculation of overtime wages, and provision of meal and rest periods.

9 9. Defendants proximately caused Plaintiff and similarly situated employees to be
10 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
11 Complaint.

12 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
13 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
14 joint venturer of the remaining defendants and was acting within the course and scope of that
15 relationship. Plaintiff is further informed and believes, and thereon alleges, that each of the
16 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
17 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
18 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiff, who
19 therefore sues such defendants by fictitious names pursuant to California Code of Civil Procedure
20 section 474. Plaintiff will amend this complaint to show such true names and capacities of Does 1
21 through 20, inclusive, when they have been determined.

22 11. On July 25, 2023, Plaintiff filed his Labor Code § 2699.3 Private Attorney General
23 Act (“PAGA”) notice with the California Labor & Workforce Development Agency (“LWDA”). As
24 of the date of the filing of this Complaint, the LWDA has not informed Plaintiff whether the LWDA
25 intends to investigate Plaintiff’s PAGA claims. As such, Plaintiff has exhausted his administrative
26 remedies under PAGA and may proceed in this Court. Plaintiff is thus entitled to recover civil
27 penalties on behalf of the State of California and all aggrieved employees for all violations of the
28 Labor Code from July 25, 2022, through trial on this matter.

GENERAL ALLEGATIONS

12. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 11 as though fully set forth herein.

13. Claimant was employed by Defendants as an IT Technician beginning on April 27, 2023 to his illegal termination on May 22, 2023. Plaintiff and similarly situated employees were non-exempt employees working for Defendants in California. During his employment, Plaintiff, and other similarly situated employees, were made to suffer numerous violations of the California Labor Code.

14. Defendant Calm Computing, Inc. is an IT and technology company providing consulting and support services in Northern California.

15. Defendant Akkodis, Inc. is a technology and consulting company offering consulting services and placement of technology and IT specialists at client companies.

16. On or around April 27, 2023, Plaintiff was hired by Defendant Akkodis, Inc. to perform work with Defendant Calm Computing, Inc.

17. After Plaintiff began employment, he was told by a supervisor that he was prohibited from discussing his wages in the workplace.

18. On or around May 16, 2023, Plaintiff was given the task of cutting down and flattening boxes. Plaintiff stated that he was fine performing that task, since he was getting paid \$25.00 per hour no matter what tasks he performed.

19. Plaintiff was immediately reprimanded by a supervisor, Natalie Rice, who told him that he was not allowed to tell anyone what his pay was, because not everyone received the same rate of pay. Plaintiff told Ms. Rice that it was a violation of statute to prohibit Plaintiff from discussing his pay in the workplace, but Ms. Rice reiterated that it was not allowed.

20. On the following day, May 17, 2023, another supervisor, Roger Clark, that he had heard Plaintiff was discussing his pay in the workplace, and that was not allowed in the workplace. Plaintiff also told Mr. Clark that it was a violation of statute to prohibit employees from discussing their pay in the workplace.

1 21. That same day, May 17, 2023, Plaintiff sent an electronic message to the owner of
2 Calm Computing, Efstratios Vourakis III, asking to meet and speak with him about being told
3 that he could not discuss pay in the workplace.

4 22. At approximately 1:00 p.m. that same day, Plaintiff met with the owner of Calm
5 Computing, Inc. Plaintiff informed the owner that he had been told by two supervisors that he
6 could not discuss his pay in the workplace, and that Plaintiff believed this was a violation of
7 statute.

8 23. Mr. Vourakis said he would look into the matter and discuss with HR, and ended
9 the meeting, after telling Plaintiff that he was doing a good job for them.

10 24. At approximately 4:00 p.m. that same day, Plaintiff was contacted by phone by an
11 HR representative from Defendant Akkodis, Inc., Brittany Parker, asking why Plaintiff was
12 complaining about his pay and telling others what he was being paid. Plaintiff explained the
13 situation to Ms. Parker, telling her what had happened in his conversations. Ms. Parker also told
14 Plaintiff in a follow up email that same day that she had received good feedback about Plaintiff's
15 work at Calm Computing.

16 25. The following day, May 18, 2023, Plaintiff was off work due to being ill. On
17 Friday, May 19, 2023, Plaintiff was given no work to do despite the office being busy and a
18 number of tasks needing to be done. That evening, Plaintiff received a voice mail message and
19 an email from Ms. Parker informing him that he was being suspended without pay pending an
20 investigation.

21 26. On May 22, 2023, Plaintiff was informed via telephone that his employment
22 contract was being terminated, and he was removed from working at Calm Computing. Akkodis
23 representatives asked Plaintiff if he was interested in other assignments for placement, but at the
24 time of the filing of this Complaint, no other employment has been offered to Plaintiff.

25 27. Additionally, during the relevant period, Defendants did not allow Claimant and
26 similarly situated employees to take their statutorily required meal periods. Defendants failed to
27 provide Claimant and other similarly situated employees a 30-minute, duty-free meal period
28 before the end of the fifth hour of work as required under the law. Claimant and similarly situated

1 employees regularly missed their meal periods and/ or they were provided late. Defendants also
2 failed to provide rest periods to Claimant and similarly situated employees for every 4 hours
3 worked or major fraction thereof. Moreover, when Defendants required Claimant and similarly
4 situated employees to work through their meal and/or rest periods, Defendants failed to pay
5 Claimant and similarly situated employees all statutorily required meal and rest period premiums
6 owed.

7 28. Defendants' management staff were aware this was occurring and did not ensure
8 meal and/ or rest periods were provided to Plaintiff and similarly situated employees in
9 compliance with California law. Defendants also failed to pay the missed rest period premiums
10 of one hour of pay at the employees' regular rate of pay.

11 29. These practices of Defendants have also resulted in unpaid minimum and
12 overtime wages.

13 30. Additionally, Defendants failed to supply Claimant and similarly situated
14 aggrieved employees legally compliant wage statements that accurately reflected, among other
15 things, the amount of meal and rest period premium pay owed to them. As a result, Claimant and
16 similarly situated employees were deprived of the information necessary to determine the total
17 wages owed to them from their wage statements alone. *See Naranjo v. Spectrum Sec. Servs., Inc.*,
18 13 Cal. 5th 93, 121 (2022). As a result, Defendants did not provide Plaintiff and similarly
19 situated employees legally compliant wage statements noting, among other things, total hours
20 worked, gross wages earned, the applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate. The regular wage statements made it
22 impossible for Plaintiff, and similarly aggrieved employees, to determine whether they were paid
23 correctly, or what their correct regular rate of pay was. *See Magadia v. Wal-Mart Assocs., Inc.*,
24 319 F. Supp. 3d 1180, 1190–91 (N.D. Cal. 2018).

25 31. Defendants also did not provide Claimant and similarly situated aggrieved
26 employees all wages, including, without limitation, unpaid meal and rest break premium pay,
27 owed upon their termination or within seventy-two (72) hours of their separation from
28 employment. *See Naranjo*, 13 Cal. 5th at 118.

1 32. Nor did Defendants reimburse Claimant and similarly situated employees for cell
2 phone usage for business purposes. Claimant and similarly situated employees used their cell
3 phones for business purposes on a regular basis and were not reimbursed by Defendants.

4 33. Plaintiff is informed and believes that Defendants committed numerous other
5 violations of the California Labor Code, including but not limited to those identified in this letter.
6 Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018), Plaintiff intends
7 to seek civil penalties for all violations of the California Labor Code, whether he experienced
8 them personally or not.

9 34. Defendants' uniform policies and practices not to provide Plaintiff and similarly
10 situated employees with compliant wage statements, not to provide meal and rest periods, and not
11 to reimburse employees for business expenses incurred are evidenced by Defendants' business
12 records.

13 35. Upon information and belief, all transactions regarding hiring, terminations,
14 promotions, pay increases, etc. relating to Defendants' California employees were submitted to
15 and processed by Defendants' HR department in their corporate headquarters. Additionally, on
16 information and belief, Defendants' corporate records, in particular HR and pay records
17 pertaining to Defendants' California employees, are also maintained at Defendants' corporate
18 headquarters.

19 36. Upon information and belief, Defendants maintain a central Payroll department at
20 their corporate headquarters, which processes payroll for all Defendants' employees, including
21 Plaintiff and similarly situated, aggrieved employees.

22 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other similarly situated aggrieved employees were entitled
24 to receive all overtime and minimum wages earned, all rest periods, , compliant wage statements,
25 and timely payment of all wages earned upon termination of employment. In violation of the
26 California Labor Code, Plaintiff and other similarly situated, aggrieved employees, did not
27 receive these payments.
28

1 38. At all times herein set forth, PAGA provides that any provision of law under the
2 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
3 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
4 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
5 behalf of themselves and other current or former employees pursuant to procedures outlined in
6 California Labor Code section 2699.3.

7 39. PAGA defines an aggrieved employee in Labor Code section 2699(c) as “any
8 person who was employed by the alleged violator and against whom one or more of the alleged
9 violation was committed.”

10 40. Plaintiff and other current and former employees of Defendants are aggrieved
11 employees as defined by the Labor Code in that they are all Defendants’ current or former
12 employees and one or more of the alleged violations was committed against them.

13 **FIRST CAUSE OF ACTION**
14 **(Retaliation in Violation of Cal. Lab Code § 1102.5)**

15 41. Plaintiff hereby incorporates by reference Paragraphs 1 through 40 of this
16 Complaint as if fully set forth herein and for a cause of action alleges as follows:

17 42. California Labor Code § 1102.5(b) prohibits retaliation against an employee for
18 disclosing information to a government or law enforcement agency or to a person with authority
19 over the employee, where the employee has reasonable cause to believe that the information
20 discloses a violation of state or federal statute or a violation or noncompliance with a state or
21 federal rule or regulation. Labor Code § 1102.5 further prohibits retaliation against an employee
22 for refusing to participate in an activity that would result in a violation of state or federal statute
23 or a violation or noncompliance with a state or federal rule or regulation.

24 43. Plaintiff, informed two separate supervisors, the owner of Calm Computing, and
25 an HR representative for Defendant Akkodis, that he believed it was a violation of statute to
26 prohibit employees from discussing their pay in the workplace.

27 44. Plaintiff reasonably believed these actions constituted violations of the California
28 Labor Code.

1 45. California Labor Code section 232 prohibits employers from requiring employees
2 to refrain from disclosing their pay and prohibits employers from discharging, disciplining, or
3 otherwise discriminating against an employee who discloses the amount of his or her wages.

4 46. Following Plaintiff's statement about his pay rate, and complaining to various
5 management personnel that prohibiting employees from discussing their pay was a violation of
6 statute, Plaintiff was suspended and then terminated.

7 47. Plaintiff's complaints was protected activity, and such protected activity was a
8 direct causal factor, contributing factor, and/ or motivating factor in Defendants' decision to
9 terminate Plaintiff's employment.

10 48. As a direct, foreseeable, and proximate result of Defendants' retaliatory actions,
11 Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, all to
12 his damage herein in an amount not less than the minimal jurisdiction amount of this court, the
13 amount of which will be established at trial.

14 49. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
15 Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to the
16 Plaintiff's damage in an amount to be established at trial.

17 **SECOND CAUSE OF ACTION**
18 **(Retaliation in Violation of Cal. Lab Code § 232)**

19 50. Plaintiff hereby incorporates by reference Paragraphs 1 through 49 of this
20 Complaint as if fully set forth herein and for a cause of action alleges as follows:

21 51. California Labor Code § 232 prohibits retaliation against an employee for
22 disclosing his or her wages.

23 52. Following Plaintiff's statement about his pay rate, and complaining to various
24 management personnel that prohibiting employees from discussing their pay was a violation of
25 statute, Plaintiff was suspended and then terminated.

26 53. Plaintiff's statement about his pay was protected activity, and such protected
27 activity was a direct causal factor, contributing factor, and/ or motivating factor in Defendants'
28 decision to terminate Plaintiff's employment.

1 54. As a direct, foreseeable, and proximate result of Defendants' retaliatory actions,
2 Plaintiff has suffered and continues to suffer substantial losses in earnings and job benefits, all to
3 his damage herein in an amount not less than the minimal jurisdiction amount of this court, the
4 amount of which will be established at trial.

5 55. As a direct, foreseeable, and proximate result of Defendants' unlawful actions,
6 Plaintiff has suffered emotional distress, humiliation, shame, and embarrassment, all to the
7 Plaintiff's damage in an amount to be established at trial.

8 **THIRD CAUSE OF ACTION**

9 **(Wrongful Termination in Violation of Public Policy)**

10 56. Plaintiff hereby incorporates by reference Paragraphs 1 through 55 of this
11 Complaint as if fully set forth herein and for a cause of action alleges as follows:

12 57. During his employment with Defendants, Plaintiff engaged in the legally
13 protected, including but not limited to:

- 14 a. Disclosing his wages;
15 b. Complaining to management and HR that prohibiting employees from
16 disclosing their wages was a violation of statute.

17 58. Disciplining or terminating an employee because he disclosed his wages is illegal.
18 See Cal. Lab. Code § 232.

19 59. Disciplining or terminating an employee because he complained to management
20 and HR that prohibiting employees from disclosing their wages was a violation of statute. See
21 Cal. Lab. Code § 1102.5.

22 60. Defendants, and each of them, were motivated to terminate, and did terminate,
23 Plaintiff on grounds that are in violation of public policies, embodied in California Labor Code
24 sections 232, and 1102.5.

25 61. Plaintiff's disclosure of his pay and complaints to management and HR that
26 prohibiting employees from disclosing their wages was a violation of statute was protected
27 activity, and such protected activity was a direct causal factor, contributing factor, and/ or
28 motivating factor in Defendants' decision to terminate Plaintiff's employment.

1 62. As a direct, foreseeable, and proximate result of Defendant's unlawful actions, the
2 Plaintiff has suffered substantial losses in earnings and other employment benefits and has
3 incurred other economic losses.

4 63. As a further direct, foreseeable, and proximate result of Defendants' unlawful
5 actions, the Plaintiff has suffered emotional distress, humiliation, shame, anxiety, and
6 embarrassment, all to his damage in an amount to be proven at time of trial.

7 64. Defendants committed the acts herein despicably, maliciously, fraudulently, and
8 oppressively, with the wrongful intention of injuring the Plaintiff, from an improper and evil
9 motive amounting to malice, and in conscious disregard of her rights. Plaintiff is thus entitled to
10 recover punitive damages from Defendants in an amount according to proof.

11 **FOURTH CAUSE OF ACTION**
12 **(Failure to Pay Minimum Wages)**

13 65. Plaintiff hereby incorporates by reference Paragraphs 1 through 64 of this
14 Complaint as if fully set forth herein and for a cause of action alleges as follows:

15 66. Defendants were required to compensate Plaintiff with at least the State's
16 minimum wage for all hours worked. See Cal. Labor Code § 1194; MW Order-2014; MW
17 Order-2017.

18 67. Defendants were aware of their obligation to pay the minimum wages but failed to
19 do so.

20 68. Defendants' conduct described herein violates California Labor Code section
21 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
22 damaged and deprived of minimum wages, in an amount to be established at trial. Plaintiff now
23 seeks these wages, liquidated damages pursuant to California Labor Code section 1194.2,
24 attorney's fees and costs, and interest pursuant to California Labor Code section 1194.

25 **FIFTH CAUSE OF ACTION**
26 **(Failure to Provide Accurate Wage Statements)**

27 69. Plaintiff incorporates by reference and re-allege paragraphs 1 through 68 as
28 though fully set forth herein.

1 70. According to Labor Code section 226(a), an employer must provide an itemized
2 statement to an employee, semi-monthly or at the time of each payment of wages, showing:

3 *gross wages earned, (2) total hours worked by the employee, except for any*
4 *employee whose compensation is solely based on a salary and who is exempt*
5 *from payment of overtime under subdivision (a) of Section 515 or any*
6 *applicable order of the Industrial Welfare Commission, (3) the number of*
7 *piece-rate units earned and any applicable piece rate if the employee is paid*
8 *on a piece-rate basis, (4) all deductions, provided that all deductions made*
9 *on written orders of the employee may be aggregated and shown as one item,*
10 *(5) net wages earned, (6) the inclusive dates of the period for which the*
11 *employee is paid, (7) the name of the employee and the last four digits of his*
12 *or her social security number or an employee identification number other*
13 *than a social security number, (8) the name and address of the legal entity*
14 *that is the employer and, if the employer is a farm labor contractor, as*
15 *defined in subdivision (b) of Section 1682, the name and address of the legal*
16 *entity that secured the services of the employer, and (9) all applicable hourly*
17 *rates in effect during the pay period and the corresponding number of hours*
18 *worked at each hourly rate by the employee. The deductions made from*
19 *payment of wages shall be recorded in ink or other indelible form, properly*
20 *dated, showing the month, day, and year, and a copy of the statement and*
21 *the record of the deductions shall be kept on file by the employer for at least*
22 *three years at the place of employment or at a central location within the*
23 *State of California.*

24 71. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
25 itemized statement or failed to provide an accurate and complete itemized statement showing the
26 requirements set forth in Labor Code section 226(a). Defendants also failed to list on the wage
27 statements provided to Plaintiff all hours worked and the correct regular rate for overtime
28 purposes, including by failing to include nondiscretionary bonuses earned in the calculation of
the regular rate.

 72. Additionally, Plaintiff alleges he suffered injury as a result of Defendants' failure
to provide accurate and complete information as required by any one or more of items (1) to (9),
inclusive, of Labor Code section 226, subdivision (a), and Plaintiff cannot promptly and easily
determine (i.e. a reasonable person in each Plaintiff's position would not be able to readily
ascertain the information without reference to other documents or information) from the wage
statement alone.

1 73. Plaintiff is entitled to, and does hereby seek, injunctive relief requiring Defendants
2 to comply with Labor Code §§ 226(a) and 1174(d), and all applicable damages and civil
3 penalties.

4 **SIXTH CAUSE OF ACTION**
5 **(Waiting Time Penalties)**

6 74. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 73 as
7 though fully set forth herein.

8 75. An employer must pay an employee who is terminated all unpaid wages
9 immediately upon termination. Labor Code § 201.

10 76. An employer must pay an employee who resigns all unpaid wages within seventy-
11 two (72) hours of resignation. Labor Code § 202.

12 77. An employer who willfully fails to pay an employee wages in accordance with
13 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty
14 (30) days. Labor Code § 203.

15 78. Plaintiff did not receive all wages, including minimum and overtime wages and
16 meal and rest period premiums, at his termination or separation from employment. Specifically,
17 Defendants failed to pay Plaintiff all wages owed at the time of termination.

18 79. Defendants knew of their obligation to pay Plaintiff for all hours worked because
19 they had knowledge Plaintiff was, at all times, a non-exempt employee, worked over eight (8)
20 hours a day and/or forty (40) hours a week. Such conduct shows Defendants' knowledge of
21 their obligation to pay all wages owed upon termination and willful refusal.

22 80. As a proximate result of the Defendants' conduct, Plaintiff has been damaged and
23 deprived of his wages and thereby seeks his daily rate of pay multiplied by thirty (30) days for
24 Defendants' failure to pay all wages due in an amount to be established at trial.

25 **SEVENTH CAUSE OF ACTION**
26 **(Failure to Pay Overtime Wages)**

27 81. Plaintiff incorporates by reference and re-allege paragraphs 1 through 80 as
28 though fully set forth herein.

1 82. During the period Plaintiff was employed by Defendants, Defendants were
2 required to compensate him one and one-half (1½) times the regular rate of pay for hours worked
3 in excess of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the
4 regular rate of pay for hours worked in excess of twelve (12) hours per day. See California
5 Labor Code §§ 510, 1194. Although Plaintiff regularly worked in excess of eight (8) hours a day
6 and/or forty (40) hours per week, Defendants failed to pay all overtime wages owed to him.

7 83. Plaintiff was a non-exempt employee under the administrative, executive, or
8 professional exemptions of the applicable Wage Order and California Labor Code section 510.

9 84. On information and belief, Defendants did not calculate the regular rate of pay
10 correctly for purposes of paying overtime, thus Plaintiff and other employees in California were
11 underpaid overtime wages.

12 85. Plaintiff and similarly situated employees received nondiscretionary bonuses, and
13 these payments were not factored into Plaintiff's and similarly situated employees' regular rate of
14 pay for overtime purposes

15 86. Defendants' conduct described herein violates California Labor Code sections 510
16 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiff has been
17 damaged and deprived of overtime wages, in an amount to be established at trial. Plaintiff now
18 seek these wages, attorney's fees and costs, and interest pursuant to California Labor Code
19 sections 1194.

20 **EIGHTH CAUSE OF ACTION**
21 **(Failure to Provide Meal and Rest Periods)**

22 87. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 86 as
23 though fully set forth herein.

24 88. An employer must provide an employee a meal period and/or rest period in
25 accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

26 89. Labor Code section 510 and Wage Order 2-2001, section 5(A) require an
27 employer to provide a meal period of not less than thirty (30) minutes for each work period of
28

1 more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the
2 employer must provide a second meal period.

3 90. Labor Code section 510 and Wage Order 2-2001 section 5(A) require an employer
4 to provide a rest period of not less than ten (10) minutes for each work period of more than four
5 (4) hours or a major fraction thereof.

6 91. Plaintiff alleges that Defendants failed to provide Plaintiff with meal breaks of at
7 least thirty (30) minutes for several work periods that Plaintiff worked more than five (5) hours in
8 a day, or to take a second meal break of at least thirty (30) minutes for several work periods that
9 Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

10 92. Plaintiff further alleges that Defendants failed to provide rest breaks of at least ten
11 (10) minutes for each work period that he worked for four (4) hours or major fraction thereof.

12 93. As a proximate cause of Defendants' failure to provide meal and rest periods,
13 Plaintiff is entitled to one (1) hour of pay at the regular rate of compensation for each meal period
14 or rest period not provided, as a wage, from three (3) years of the filing of this action, in an
15 amount to be established at trial. See Labor Code § 226.7 and Wage Order 2-2001 §§ 5(B), 5(B).

16 **NINTH CAUSE OF ACTION**
17 **(Civil Penalties Pursuant to PAGA § 2698 *et seq.*)**

18 94. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 93 as
19 though fully set forth herein.

20 95. Plaintiff brings this cause of action as a proxy for the State of California and in
21 this capacity, seeks penalties on behalf of all Aggrieved Employees for Defendants' violations of
22 the California Labor Code, including but not necessarily limited to, those Labor Code violations
23 identified above.

24 96. Defendants' conduct, as alleged herein, violated various sections of the California
25 Labor Code, including but not limited to, the following:

26 97. Labor Code section 226 requires employers to furnish to employees with "an
27 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
28 the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the

1 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
2 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
3 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
4 and only the last four digits of his or her social security number or an employee identification
5 number other than a social security number, (8) the name and address of the legal entity that is
6 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the
7 corresponding number of hours worked at each hourly rate by the employee” For the
8 reasons stated above, Defendants failed to comply with these requirements with respect to
9 Plaintiff and similarly situated employees in violation of the Labor Code.

10 98. Labor Code sections 510 and 1194 require employers to pay employees overtime
11 for any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
12 hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
13 worked on the seventh day of work in any one workweek. Finally, employers must pay double
14 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
15 in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,
16 Plaintiff and similarly situated employees worked over eight (8) hours per day and forty (40)
17 hours per week and were not paid correct overtime wages. Plaintiff and all similarly situated
18 employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is
19 against the law.

20 99. Labor Code sections 201–203 require that all wages be paid to employees upon
21 separation and/or termination of employment. Here, for the reasons stated above, Defendants’
22 employees did not receive all final wages due and owing to them at the time of termination or
23 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in
24 violation of the Labor Code.

25 100. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A)
26 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four
27 (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and similarly
28 situated employees were not authorized and permitted to take legally compliant rest periods

1 pursuant to California law in violation of the Labor Code. Defendants also failed to pay rest
2 period premiums for their failure to provide rest periods.

3 101. Labor Code section 1174(d) requires employers to keep “payroll records showing
4 the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in
5 accordance with rules established for this purpose by the commission, but in any case, shall be
6 kept on file for not less than three years.” Defendants did not keep accurate information
7 regarding all hours worked by and wages paid to Plaintiff and similarly situated employees,
8 largely by failing to accurately record all hours worked. This was in violation of the Labor Code.

9 102. During the period Plaintiff and similarly situated employees were employed by
10 Defendants they were entitled to be paid at least the State’s minimum wage rate for each hour
11 that they worked. *See, e.g.*, IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-
12 2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did
13 not pay Plaintiff and similarly situated employees at least minimum wage for all hours worked.
14 Thus, Plaintiff and similarly situated employees were not paid at least the applicable state
15 minimum wage for all hours worked in violation of the Labor Code.

16 103. Labor Code section 2802(a) states that “An employer shall indemnify his or her
17 employee for all necessary expenditures or losses incurred by the employee in direct
18 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
19 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
20 believed them to be unlawful.” For the reasons stated above, Defendants failed to pay required
21 reimbursements to Claimant and similarly situated employees for required business expenses in
22 violation of the Labor Code.

23 104. On or about March 2, 2023, Plaintiff sent written notice to the LWDA regarding
24 Defendant’s violations of the California Labor Code, pursuant to Labor Code section 2698, *et*
25 *seq.*, PAGA. If the LWDA does not inform Plaintiff that it intends to investigate Plaintiff’s
26 PAGA claims within the statutory period, Plaintiff may proceed in this Court to collect civil
27 penalties.
28

105. Plaintiff is thus entitled to recover civil penalties on behalf of the State of California and all Aggrieved Employees for all violations of the Labor Code from March 2, 2022, through trial on this matter.

106. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233 Cal. Rptr. 3d 502, 513 (Ct. App. 2018), reh'g denied (June 13, 2018), review denied (Aug. 8, 2018), Plaintiff intends to seek civil penalties for all violations of the California Labor Code, whether he experienced them personally or not.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. For penalties and liquidated damages under the California Labor Code according to proof allowed by law;
3. For compensatory damages, including, but not limited to, unpaid wages, plus interest, according to proof allowed by law;
4. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
5. For injunctive relief;
6. For an award of prejudgment and post-judgment interest; and
7. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: September 29, 2023

Castle Law: California Employment Counsel

By: 
Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiff BRENDAN ALVARADO

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JURY TRIAL DEMAND

Plaintiff hereby demands a trial by jury.

Dated: October 3, 2023

Castle Law: California Employment Counsel

By: 
Kent L. Bradbury
Timothy B. Del Castillo
Attorneys for Plaintiff BRENDAN ALVARADO