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ASSIGNED FOR ALL PURPOSES

Judge: Jamieson, Stephanie

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF MERCED
11 UNLIMITED JURISDICTION

12 JAVIER BENITEZ, on behalf of himself and
13 all other aggrieved employees, and the general
public,

14 *Plaintiff,*

15 v.

16 DUNN-EDWARDS CORPORATION, a
Delaware Stock Corporation; DUNN-
17 EDWARDS FOUNDATION, a California
Nonprofit Corporation; and DOES 1 through
18 50, inclusive,

19 *Defendants.*

Case No. 26CV-02734

REPRESENTATIVE ACTION

COMPLAINT

1. Civil Penalties (Lab. Code § 2698, *et seq.*)

1 Plaintiff JAVIER BENITEZ ("Plaintiff"), on behalf of himself and all other aggrieved
2 employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this representative action against defendants DUNN-EDWARDS
5 CORPORATION, a Delaware Stock Corporation; DUNN-EDWARDS FOUNDATION, a
6 California Nonprofit Corporation; and DOES 1 through 50, inclusive, (collectively referred to as
7 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
8 Defendants have

- 9 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
10 periods;
- 11 (2) failed to provide them with rest periods;
- 12 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 13 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
14 rate of pay;
- 15 (5) failed to pay them at least minimum wage for all hours worked;
- 16 (6) failed to pay them overtime wages at the correct rate;
- 17 (7) failed to pay them double time wages at the correct rate;
- 18 (8) failed to pay them overtime and/or double time wages by failing to include all
19 applicable remuneration in calculating the regular rate of pay;
- 20 (9) failed to pay them for all vested vacation pay;
- 21 (10) failed to reimburse them for all necessary business expenses;
- 22 (11) failed to provide them with accurate written wage statements; and
- 23 (12) failed to pay them all of their final wages following separation of employment.

24 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
25 restitution, civil penalties, and related relief on behalf of himself and all others similarly situated,
26 all other aggrieved employees, and the State of California.

27 **JURISDICTION AND VENUE**

- 28 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,

3. Venue is proper in COUNTY OF MERCED pursuant to Code of Civil Procedure §§ 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices, transacts business, and/or has an agent therein.

4. Plaintiff is and was, and at all relevant times mentioned herein, an individual residing in the State of California.

5. Plaintiff is informed and believes, and thereupon alleges, that Defendant DUNN-EDWARDS CORPORATION is, and at all relevant times mentioned herein, a Delaware Stock Corporation doing business in the State of California.

6. Plaintiff is informed and believes, and thereupon alleges, that Defendant DUNN-EDWARDS FOUNDATION is, and at all relevant times mentioned herein, a California Nonprofit Corporation doing business in the State of California.

7. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the fictitiously named defendants are responsible in some manner for the occurrences, acts and omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE defendants when ascertained.

8. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times mentioned herein, some or all of the defendants were the representatives, agents, employees, partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some or all of the other defendants, and, in doing the things alleged herein, were acting within the course and scope of such relationship and with the full knowledge, consent, and ratification by such other

1 defendants.

2 **GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

3 1. Plaintiff worked for Defendants as an hourly, non-exempt employee from
4 approximately January 23, 2024 through January 19, 2026.

5 **Off-the-Clock Work**

6 2. At all relevant times during the applicable limitations period, Plaintiff and the
7 aggrieved employees were not paid all wages earned as Defendants directed, permitted, or
8 otherwise encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

9 3. Plaintiff and the aggrieved employees regularly performed work after their scheduled
10 work hours and were not paid for this time. Plaintiff and the aggrieved employees were instructed to
11 perform duties such activating security alarms, turning off store lights, and locking the premises
12 after clocking out, after they had already clocked out and were not paid for the time spent
13 performing these additional duties.

14 4. As a result of performing off-the-clock work that was directed, permitted, or
15 otherwise encouraged by Defendants, Plaintiff and the aggrieved employees should have been paid
16 for this time. Instead, Defendants only paid Plaintiff and the aggrieved employees based on the time
17 they were clocked in for their shifts and did not pay Plaintiff and the aggrieved employees for any
18 of the time spent working off-the-clock.

19 5. Defendants knew or should have known that Plaintiff and the aggrieved employees
20 were performing work before and after their scheduled work shifts and failed to pay Plaintiff and
21 the aggrieved employees for these hours.

22 6. Defendants were aware of this practice and directed, permitted, or otherwise
23 encouraged Plaintiff and the aggrieved employees to perform off-the-clock work.

24 7. As a result of Defendants' policies and practices, Plaintiff and the aggrieved
25 employees were not paid for all hours worked.

26 **Missed Meal Periods**

27 8. Plaintiff and the aggrieved employees were not provided with meal periods of at
28 least thirty (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not

1 scheduling each meal period as part of each work shift; (2) chronically understaffing each work
 2 shift with not enough workers; (3) imposing so much work on each employee such that it made it
 3 unlikely that an employee would be able to take their breaks if they wanted to finish their work on
 4 time; and (4) no
 5 formal written meal and rest period policy that encouraged employees to take their meal and rest
 6 periods.

7 9. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
 8 regularly not provided with uninterrupted meal periods of at least thirty (30) minutes for each five
 9 (5) hours worked due to complying with Defendants' productivity requirements that required
 10 Plaintiff and the aggrieved employees to work through their meal periods in order to complete their
 11 assignments on time.

12 **Missed Rest Periods**

13 10. Plaintiff and the aggrieved employees were not provided with rest periods of at least
 14 ten (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1)
 15 Defendants' policy of not scheduling each rest period as part of each work shift; (2) chronically
 16 understaffing each work shift with not enough workers; (3) imposing so much work on each
 17 employee such that it made it unlikely that an employee would be able to take their breaks if they
 18 wanted to finish their work on time; and (4) no formal written meal and rest period policy that
 19 encouraged employees to take their meal and rest periods.

20 11. As a result of Defendants' policy, Plaintiff and the aggrieved employees were
 21 regularly not provided with uninterrupted rest periods of at least ten (10) minutes for each four (4)
 22 hours worked due to complying with Defendants' productivity requirements that required Plaintiff
 23 and the aggrieved employees to work through their rest periods in order to complete their
 24 assignments on time.

25 **Expense Reimbursement**

26 12. Plaintiff and the aggrieved employees were required to utilize their own personal cell
 27 phones to perform their job duties.

28 13. Plaintiff and the aggrieved employees were not reimbursed for business expenses

1 incurred in using their personal cell phones to communicate with clients and upper management.

2 14. In addition, Plaintiff and the aggrieved employees were not paid at least two times
3 the minimum wage for all hours worked.

4 15. Defendants failed to reimburse Plaintiff and the aggrieved employees for such
5 necessary business expenses incurred by them.

6 **Wage Statements**

7 16. Plaintiff and the aggrieved employees were not provided with accurate wage
8 statements as mandated by law pursuant to Labor Code § 226.

9 17. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
10 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
11 clock” work were not included.

12 18. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
13 worked by the employee” were not accurately reflected in that all hours worked, including overtime
14 and “off-the-clock” work were not included.

15 19. Defendants failed to comply with Labor Code section 226(a)(5) as “net wages
16 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
17 clock” work were not included.

18 20. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable
19 hourly rates in effect during the pay period and the corresponding number of hours worked at each
20 hourly rate by the employee” were not accurately reflected in that all hours worked, including
21 overtime and “off-the-clock” work were not included.

22 **FIRST CAUSE OF ACTION**

23 **CIVIL PENALTIES**

24 **(Lab. Code §§ 2698 *et seq.*)**

25 21. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

26 22. During the applicable limitations period, Defendants have violated Labor Code §§
27 201, 202, 203, 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

28 23. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of

1 himself and other current and former employees, to bring a representative civil action to recover
2 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
3 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

4 24. Plaintiff, a former employee against whom Defendants committed one or more of the
5 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
6 within the meaning of Labor Code § 2699(c).

7 25. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
8 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
9 (“LWDA”) and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
10 intent to investigate.

11 26. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
12 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226(a), 226.7,
13 227.3, 510, 512, 1194, 1197, 1198 and 2802:

14 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
15 and 2802, one hundred dollars (\$100) for each employee per pay period for
16 each initial violation and two hundred dollars (\$200) for each employee per
17 pay period for each subsequent violation (penalties set by Labor Code §
18 2699(f)(2));

19 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding
20 thirty (30) days’ pay as waiting time (penalties set by Labor Code § 256);

21 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
22 employee for each initial violation that was neither willful nor intentional,
23 two hundred dollars (\$200) for each employee, plus 25% of the amount
24 unlawfully withheld from each employee, for each initial violation that was
25 either willful or intentional, and two hundred dollars (\$200) for each
26 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
27 from each employee, for each subsequent violation, regardless of whether the
28 subsequent violation was either willful or intentional (penalties set by Labor

Code § 210);

iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each employee for each initial violation that was neither willful nor intentional, two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each initial violation that was either willful or intentional, and two hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of the amount unlawfully withheld from each employee, for each subsequent violation, regardless of whether the subsequent violation was either willful or intentional (penalties set by Labor Code § 225.5);

v. For violations of Labor Code § 226(a), if this action is deemed to be an initial citation, two hundred and fifty dollars (\$250) for each employee for each violation. Alternatively, if an initial citation or its equivalent occurred before the filing of this action, one thousand dollars (\$1,000) for each employee for each violation (penalties set by Labor Code § 226.3);

vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each employee for each initial pay period for which the employee was underpaid, and one hundred dollars (\$100) for each employee for each subsequent pay period for which the employee was underpaid (penalties set by Labor Code § 558);

vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);

viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil

penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) Declaratory relief;
- (2) Pre-judgment interest;
- (3) Civil penalties;
- (4) Costs of suit;
- (5) Reasonable attorneys' fees; and
- (6) Such other relief as the Court deems just and proper.

Dated: May 1, 2026

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