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Superior Court of California,
County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

SUPERIOR COURT OF LOS ANGELES

FRANCISCO TENO , on behalf of himself and
others similarly situated,

Plaintiff,

v.

MIKE PILLAR & SONS HARDWOOD
FLOORING, INC., a California Corporation;
MIKE PILLAR, an individual; WENDY
PILLAR, an individual; MICHAEL PILLAR,
an individual, and DOES 1-20, inclusive,

Defendants.

Case No: **25STCV29269**

**CLASS ACTION COMPLAINT FOR
DAMAGES AND RESTITUTION:**

- 1. FAILURE TO PAY MINIMUM
WAGES;**
- 2. FAILURE TO PAY OVERTIME
WAGES;**
- 3. FAILURE TO PROVIDE LAWFUL
MEAL BREAKS;**
- 4. FAILURE TO PROVIDE LAWFUL
REST BREAKS;**
- 5. FAILURE TO REIMBURSE
EXPENSES;**
- 6. FAILURE TO PROVIDE
ACCURATE ITEMIZED WAGE
STATEMENTS**
- 7. WAITING TIME PENALTIES;**
- 8. FAILURE TO PROVIDE PAID
SICK LEAVE**

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9. VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200.

[AMOUNT DEMANDED EXCEEDS
\$35,000.00]

Plaintiffs Francisco Teno (“Plaintiff”), individual, on behalf of himself and all others similarly situated, as defined below, hereby allege the following facts and claims against MIKE PILLAR & SONS HARDWOOD FLOORING, INC., a California Corporation; MIKE PILLAR, an individual; WENDY PILLAR, an individual; MICHAEL PILLAR, an individual, and DOES 1-20, inclusive (collectively “Defendants”) and respectfully requests a trial by jury of all issues and causes of action so triable.

INTRODUCTION

1. This class action complaint challenges Defendants’ past and ongoing unlawful employment practices and policies on behalf of Plaintiff and other similarly situated former and current employees of Defendants, whose rights Defendants violated and continue to violate under California laws.

2. Specifically, as to Plaintiff and similarly situated former and current employees, Defendants have uniformly and systematically:

- a. Failed and continue to fail to pay minimum wage for all hours worked in violation of Labor Code §§ 1194 & 1197 and the applicable IWC Wage Order(s);
- b. Failed and continue to fail to pay overtime wage for all overtime hours worked in violation of Labor Code §§ 510 and 1194 and the applicable IWC Wage Order(s);
- c. Failed and continue to fail to authorize or permit meal periods in violation of Labor Code §§ 226.7 and 512 and the applicable IWC Wage Order(s);

- 1 d. Failed and continue to fail to authorize or permit all rest breaks in violation of
2 Labor Code § 226.7 and the applicable IWC Wage Order(s);
- 3 e. Failed and continue to fail to timely furnish complete and accurate itemized wage
4 statements in violation of Labor Code § 226 and the applicable IWC Wage
5 Order(s);
- 6 f. Failed and continue to fail to reimburse Plaintiff and class members for all
7 necessary expenditures or losses in direct consequence of the discharge of their
8 duties or at the obedience to the directions of Defendants that included, without
9 limitation: using cellular phones and vehicle usage for work-related purposes
- 10 g. Willfully failed to pay, without abatement or reduction, all final wages owed in
11 accordance with Labor Code §§ 201 and 202 and in violation of Labor Code §
12 203; and
- 13 h. Committed and continue to commit unfair business practices in violation of
14 California Business & Professions Code § 17200, et seq.
- 15 3. The acts complained of herein occurred and will occur, at least in part, within the
16 time- period of four (4) years preceding the filing of the original Complaint, up to and through
17 the time of trial of this matter.

18 **JURISDICTION AND VENUE**

19 4. Jurisdiction exists in the Superior Court of the State of California pursuant to
20 Code of Civil Procedure section 410.10. This Court has jurisdiction over Defendants because
21 they are corporations, entities or persons with sufficient minimum contacts in California,
because they are citizens of California, and/or because they intentionally availed themselves of

1 the California market so as to render the exercise of jurisdiction over them by the California
2 courts consistent with traditional notions of fair play and justice.

3 5. Venue is proper in Los Angeles County, California pursuant to Code of Civil
4 Procedure sections 392, et seq. because, among other things, this County is where the causes of
5 action complained of herein arose; the county in which the employment relationship began; the
6 county in which performance of the employment contract, or part of it, between Plaintiff and
7 Defendants was due to be performed; the county in which the employment contract, or part of
8 it, between Plaintiff and Defendants was actually performed; and the county in which
9 Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
10 effect on Plaintiff and Class Members in this County, and because Defendants employ
11 numerous Class Members in this County.

12 **PARTIES**

13 6. At all relevant times mentioned herein, Plaintiff was a resident of Los Angeles
14 County, California.

15 7. On information and belief, Defendant MIKE PILLAR & SONS HARDWOOD
16 FLOORING, INC. (hereinafter "PILLAR & SONS") is, and at all relevant times mentioned
17 herein was a California corporation and duly authorized to do business in the State of California,
18 County of Los Angeles. PILLAR & SONS' principal address is 22452 Bentura Blvd, Woodland
19 Hills, California 91364

20 8. On information and belief, Defendant MIKE PILLAR (hereinafter "MIKE
21 PILLAR") is, and at all relevant times mentioned herein was, the Chief Executive Officer and
Director of PILLAR & SONS, and responsible for operational, financial, personnel and/or

1 administrative functions. MIKE PILLAR is personally liable for some of claims alleged in this
2 Complaint pursuant to Labor Code § 558.1, which provides that persons acting on behalf of an
3 employer, including owners, officers, directors, and managing agents who violate or causes to be
4 violated, any provision regulating minimum wages or hours and days of work in any order of the
5 Industrial Welfare Commission, or violate, or causes to be violated, Labor Code §§ 203, 226,
6 1193.6, 1194, or 2802, may be held personally liable for such violations.

7 9. On information and belief, Defendant WENDY PILLAR (hereinafter “WENDY
8 PILLAR”) is, and at all relevant times mentioned herein was, the Secretary and a Director of
9 PILLAR & SONS, and responsible for operational, financial, personnel and/or administrative
10 functions. WENDY PILLAR is personally liable for some of claims alleged in this Complaint
11 pursuant to Labor Code § 558.1, which provides that persons acting on behalf of an employer,
12 including owners, officers, directors, and managing agents who violate or causes to be violated,
13 any provision regulating minimum wages or hours and days of work in any order of the Industrial
14 Welfare Commission, or violate, or causes to be violated, Labor Code §§ 203, 226, 1193.6, 1194,
15 or 2802, may be held personally liable for such violations.

16 10. On information and belief, Defendant MICHAEL PILLAR (hereinafter
17 “MICHAEL PILLAR”) is, and at all relevant times mentioned herein was, the Chief Financial
18 Officer and a Director of PILLAR & SONS, and responsible for operational, financial, personnel
19 and/or administrative functions. MICHAEL PILLAR is personally liable for some of claims
20 alleged in this Complaint pursuant to Labor Code § 558.1, which provides that persons acting on
21 behalf of an employer, including owners, officers, directors, and managing agents who violate or
causes to be violated, any provision regulating minimum wages or hours and days of work in any

1 order of the Industrial Welfare Commission, or violate, or causes to be violated, Labor Code §§
2 203, 226, 1193.6, 1194, or 2802, may be held personally liable for such violations

3 11. Plaintiff is informed and believes, and based thereon, alleges that there is such a
4 unity of interest and ownership between PILLAR & SONS, on the one hand, and MIKE PILLAR,
5 WENDY PILLAR, and MICHAEL PILLAR, on the other, that the separate personalities between
6 them do not exist; and that, if the acts complained of herein are treated as those of PILLAR &
SONS alone, an inequitable result will follow.

7 12. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate existence of PILLAR & SONS; MIKE PILLAR, WENDY
9 PILLAR, and MICHAEL PILLAR and DOES 1 through 20, inclusive (the “Alter Ego
10 Defendants”), they, and each of them, are one and the same with, and each of them, due to, but
11 not limited to, the following reasons:

- 12 a. The Alter Ego Defendants are completely dominated and controlled by the
13 Individual Defendants who personally committed the wrongful and illegal acts
14 and violated the laws as set forth in this Complaint, and who has hidden and
15 currently hide behind the Alter Ego Defendants to perpetrate frauds, circumvent
16 statutes, or accomplish some other wrongful or inequitable purpose;
- 17 b. The Individual Defendants derive actual and significant monetary benefits by
18 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter
19 Ego Defendants as the funding source for the Individual Defendants’ own
20 personal expenditures;
- 21 c. Plaintiff is informed and believes and thereon alleges that the Individual
Defendants and the Alter Ego Defendants, while really one and the same, were

1 segregated to appear as though separate and distinct for purposes of perpetrating
2 a fraud, circumventing a statute, or accomplishing some other wrongful or
3 inequitable purpose;

4 d. Plaintiff is informed and believes and thereon alleges that the business affairs
5 of the Individual Defendants and the Alter Ego Defendants are, and at all
6 relevant times mentioned herein were, so mixed and intermingled that the same
7 cannot reasonably be segregated, and the same are inextricable confusion. The
8 Alter Ego Defendants are, and at all relevant times mentioned herein were, used
9 by the Individual Defendants as mere shells and conduits for the conduct of
10 certain of their, and each of their affairs. The Alter Ego Defendants are, and at
11 all relevant times mentioned herein were, the alter egos of the Individual
12 Defendants;

13 e. The recognition of the separate existence of the Individual Defendants and the
14 Alter Ego Defendants would promote injustice insofar that it would permit
15 defendants to insulate themselves from liability to Plaintiff for violations of the
16 Civil Code, Labor Code, and other statutory violations. The corporate existence
17 of these defendants should thus be disregarded in equity and for the ends of
18 justice because such disregard is necessary to avoid fraud and injustice to
19 Plaintiff herein;

20 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence
must be disregarded;

1 13. The true names or capacities, whether individual, associate or otherwise, of Does
2 1-20, inclusive, are unknown to Plaintiff and, therefore, Plaintiff sue these Doe Defendants by
3 such fictitious names. Plaintiffs will seek leave of this Court to amend this Complaint to allege
4 such names and capacities as soon as they are ascertained. Plaintiff is informed and believes and
5 thereon alleges that each of these fictitiously named Defendants is responsible in some manner
6 for the occurrences alleged herein, and that Plaintiff's injuries and damages as alleged and set
7 forth herein were proximately caused by such fictitiously named Defendants.

8 14. Plaintiff is informed and believes, and based thereon, alleges that at all relevant
9 times each Defendant was the principal, agent, employer, employee, partner, joint venturer,
10 officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in
11 interest and predecessor in interest of some or all of the other Defendants, and was engaged with
12 some or all of the other Defendants in a joint enterprise for profit, and bore such other
13 relationships to some or all of the other Defendants so as to be liable for the conduct of each of
14 them.

15 15. Plaintiff is informed and believes, and based thereon, alleges that each Defendant
16 acted pursuant to and within the scope of the relationships alleged above, that each Defendant
17 knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and
18 abetted the conduct of all other Defendants; and that each Defendant acted pursuant to a
19 conspiracy and agreement to do the things alleged herein.

20 16. Unless otherwise specified, Defendants PILLAR & SONS, MIKE PILLAR,
21 WENDY PILLAR, MICHAEL PILLAR, and Does 1 through 20 will be collectively referred to
as "Defendants".

1 20. For at least four (4) years prior to the filing of this action, and continuing through
2 the present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class
3 Members, or some of them, in violation of California wage and hour laws, including but not
4 limited to Labor Code sections 1194, 1197, and the applicable Industrial Welfare Commission
5 Wage Order(s). Such violations arose, without limitation, from Defendants' failure to
6 compensate Plaintiff and Class Members for off-the-clock work performed before and after their
7 scheduled shifts. Specifically, Plaintiff and other Class Members were required to report to
8 Defendants' facility each day before the start of their shifts to prepare for the workday, including
9 loading materials, gathering tools and equipment, receiving assignments, and traveling to the first
10 job site, without being compensated for that time. Similarly, after completing work at customer
11 locations, Plaintiff and other Class Members were routinely required to return to Defendants'
12 facility to unload trucks, clean equipment, and perform other post-shift duties, yet were not paid
for the time spent performing these tasks.

13 21. In addition, during the relevant time period, Defendants compensated Plaintiff and
14 other Class Members partially by check and partially in cash, thereby concealing the true number
15 of hours worked and the full amount of wages earned. This practice resulted in the systematic
16 underpayment of wages, the failure to maintain accurate payroll and timekeeping records, and
17 the issuance of inaccurate or incomplete wage statements in violation of Labor Code sections
226 and 1174(d).

18 22. During the relevant time period, Plaintiff regularly worked five (5) to six (6) days
19 per week, frequently working in excess of eight (8) hours per day and twelve (12) hours per day,
20 as well as more than forty (40) hours per week. Despite these extended work schedules,
21 Defendants failed to pay Plaintiff overtime or double-time wages as required by law, instead

1 compensating him only at his regular hourly rate (“straight time”) for all hours worked.
2 Defendants also failed to pay Plaintiff any wages for off-the-clock work performed before and
3 after his scheduled shifts, including time spent at Defendants’ facilities loading materials,
4 preparing for jobs, traveling to the first worksite, and unloading and cleaning equipment at the
5 end of the workday. As a result, Plaintiff and other Class Members were systematically denied
6 lawful overtime compensation in violation of Labor Code sections 510, 1194, and the applicable
Industrial Welfare Commission Wage Order(s).

7 23. During the relevant time period, Plaintiff and other Class Members were not
8 provided lawful, timely, and uninterrupted meal periods as required by California law. Plaintiff
9 typically worked five (5) to six (6) days per week and more than ten (10) to twelve (12) hours
10 per day, yet Defendants only provided one (1) meal period of approximately sixty (60) minutes
11 per workday, regardless of total hours worked. On many occasions, the meal period was not
12 timely provided within the first five (5) hours of the shift, and Plaintiff was required to perform
13 work duties before, during, or immediately after the meal period. Defendants failed to provide a
14 second meal period on days when Plaintiff and other Class Members worked shifts longer than
15 ten (10) hours, and failed to pay one (1) additional hour of compensation at the regular rate of
16 pay for each workday that a compliant meal period was not provided, in violation of Labor Code
sections 226.7 and 512 and the applicable Industrial Welfare Commission Wage Order(s).

17 24. During the relevant time period, Plaintiff and other Class Members were not
18 authorized or permitted to take lawful, net ten (10)-minute off-duty rest breaks for every four (4)
19 hours worked or major fraction thereof, as required by California law. Due to Defendants’
20 scheduling practices, jobsite demands, and productivity requirements, employees were routinely
21 required to work through their rest periods without relief from all duties, and were not

1 compensated with a paid rest period premium. Defendants failed to implement or maintain lawful
2 rest-break policies and did not ensure that Plaintiff and Class Members were relieved of all work
3 duties during rest periods. As a result, Defendants failed to pay Plaintiff and Class Members one
4 (1) additional hour of pay at their regular rate of compensation for each workday that a compliant
5 rest period was not authorized and permitted, in violation of Labor Code section 226.7 and the
6 applicable Industrial Welfare Commission Wage Order(s).

7 25. During the relevant time period, Plaintiff and other Class Members were required
8 to use their personal vehicles and cell phones in the performance of their job duties, including
9 traveling between Defendants' facilities and customer worksites, transporting tools and
10 materials, communicating with supervisors, and coordinating daily assignments. Although
11 Defendants reimbursed Plaintiff for gas and mileage, they failed to fully reimburse Plaintiff and
12 Class Members for all necessary business expenses incurred in direct consequence of their
13 employment, including but not limited to vehicle maintenance, insurance, depreciation, and cell
14 phone usage. By failing to indemnify employees for all necessary expenditures and losses
15 incurred in the discharge of their duties, Defendants violated Labor Code section 2802 and the
16 applicable Industrial Welfare Commission Wage Order(s).

17 26. During the relevant time period, Defendants failed to furnish Plaintiff and Class
18 Members, or some of them, with accurate, itemized wage statements that complied with the
19 requirements of Labor Code section 226, subdivision (a). Specifically, Defendants failed to
20 provide wage statements that accurately reflected: **(a)** gross wages earned; **(b)** total hours
21 worked; **(c)** net wages earned; **(d)** all applicable hourly rates in effect during the pay period and
the corresponding number of hours worked at each rate; and **(e)** all deductions and other
information required by statute. In many instances, Defendants' wage statements were

1 incomplete or inaccurate because employees were paid partially by check and partially in cash,
2 and Defendants failed to include the off-the-clock hours worked, resulting in understated gross
3 and net wages. As a result of these failures, Plaintiff and Class Members suffered injury within
4 the meaning of Labor Code section 226, subdivision (e), including confusion and inability to
5 promptly and accurately determine whether they were paid all wages owed.

6 27. For at least four (4) years prior to the filing of this action and continuing through
7 the present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of
8 them, all wages owed upon separation of employment, whether by termination, discharge, or
9 resignation, in violation of Labor Code sections 201 and 202. These unpaid wages include,
10 without limitation, overtime wages, minimum wages, and premium wages for missed meal and
11 rest periods. As a result of Defendants' willful failure to timely pay all earned and unpaid wages
12 upon separation, Plaintiff and other Class Members are entitled to waiting-time penalties
pursuant to Labor Code section 203, together with interest thereon and all other applicable relief.

13 28. During the relevant time period, Defendants failed to provide Plaintiff and other
14 Class Members with paid sick leave or to properly accrue, track, or make available paid sick time
15 as required by Labor Code sections 245 et seq. (the "Healthy Workplaces, Healthy Families Act
16 of 2014"). Defendants did not provide Plaintiff with notice of sick leave accrual on wage
17 statements or otherwise, did not permit the lawful use of paid sick leave, and did not compensate
18 Plaintiff for sick days at his regular rate of pay when time off was taken due to illness. As a result,
19 Defendants failed to provide paid sick leave benefits, failed to maintain required records, and
20 failed to pay all wages due in violation of Labor Code sections 246, 246.5, and 248.5, as well as
21 the applicable Industrial Welfare Commission Wage Order(s)

1 29. Plaintiff, on his own behalf and on behalf of all similarly situated Class Members,
2 brings this action pursuant to, including but not limited to, California Labor Code sections 200,
3 201, 202, 203, 226, 226.7, 510, 512, 558.1, 1194, 1194.2, 1197, and 2802, as well as the
4 applicable Industrial Welfare Commission Wage Order, including California Code of
5 Regulations, Title 8, section 11040. Plaintiff seeks recovery of all available remedies under these
6 provisions, including but not limited to:

- 7 a. unpaid overtime wages;
- 8 b. unpaid minimum wages;
- 9 c. premium wages for missed meal and rest periods;
- 10 d. waiting time penalties for failure to timely pay wages upon separation;
- 11 e. penalties and damages for failure to furnish accurate itemized wage statements;
- 12 f. reimbursement for necessary business expenses; and
- 13 g. failure to provide and pay for accrued paid sick leave as required by Labor Code
14 §§ 246–248.5;
- 15 h. reasonable attorneys’ fees, costs of suit, pre- and post-judgment interest, and
16 such other relief as the Court deems just and proper.

17 30. Plaintiff, on Plaintiff’s own behalf and on behalf of Class Members, pursuant to
18 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
19 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
20 appropriate and effective means to prevent further violations, as well as all monies owed but
21 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well
as restitution of amounts owed.

1 **CLASS ACTION ALLEGATIONS**

2 31. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class
3 action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all
4 current and former non-exempt individuals (whether classified as employees or independent
5 contractors) who worked for Defendants within the State of California at any time commencing
6 four (4) years preceding the filing of Plaintiff's complaint up through the date of final judgment
7 or other resolution of this action (collectively referred to as "Class Members").

8 32. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision
9 (b) to amend or modify the class description with greater specificity, further divide the defined
10 class into subclasses, and to further specify or limit the issues for which certification is sought.

11 33. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure section 382 because there is a well-defined
13 community of interest in the litigation and the proposed Class is easily ascertainable.

14 34. The putative classes Plaintiffs will seek to certify are currently composed of and
15 defined as follows:

16 **a. MINIMUM WAGE SUBCLASS**

17 All current and former non-exempt field employees of Defendants in California
18 who, at any time during the four (4) years preceding the filing of this action
19 through the date of class certification, were not paid by Defendants for all hours
20 worked, including off-the-clock work ("Minimum Wage Subclass").

21 **b. OVERTIME SUBCLASS**

All current and former non-exempt field employees of Defendants in California
who, at any time during the four (4) years preceding the filing of this action

1 through the date of class certification, were not paid by Defendants for all
2 overtime hours worked, including hours worked in excess of eight (8) hours per
3 day, twelve (12) hours per day, and/or forty (40) hours per week (“Overtime
Subclass”).

4 **c. MEAL PERIOD SUBCLASS**

5 All current and former non-exempt field employees of Defendants in California
6 who, at any time during the four (4) years preceding the filing of this action
7 through the date of class certification, were not provided lawful, timely, and
8 uninterrupted meal periods as a result of Defendants’ policies, practices, and
procedures regarding meal breaks (“Meal Period Subclass”).

9 **d. REST PERIOD SUBCLASS**

10 All current and former non-exempt field employees of Defendants in California
11 who, at any time during the four (4) years preceding the filing of this action
12 through the date of class certification, were not authorized and permitted to take
13 lawful, net ten (10)-minute off-duty rest breaks as a result of Defendants’
policies, practices, and procedures regarding rest periods (“Rest Period
Subclass”).

14 **e. WAGE STATEMENT SUBCLASS**

15 All current and former non-exempt field employees of Defendants in California
16 who, at any time during the four (4) years preceding the filing of this action
17 through the date of class certification, were not provided accurate, itemized wage
statements in compliance with Labor Code section 226 (“Wage Statement
Subclass”).

18 **f. WAITING TIME PENALTIES CLASS**

19 All current and former non-exempt field employees of Defendants in California
20 who, at any time during the four (4) years preceding the filing of this action
21 through the date of class certification, were not timely paid all wages due upon

1 separation of employment, whether by discharge, termination, or resignation
2 (“Waiting Time Penalties Subclass”).

3 **g. UNPAID REIMBURSEMENT SUBLASS**

4 All current and former non-exempt field employees of Defendants in California
5 who, at any time during the four (4) years preceding the filing of this action
6 through the date of class certification, incurred necessary business-related
7 expenses, including but not limited to vehicle, mileage, fuel, insurance,
8 maintenance, depreciation, tools, equipment, and/or cell phone expenses, for
9 which Defendants failed to fully reimburse them as required by Labor Code
10 section 2802 (“Unpaid Reimbursement Subclass”).

11 **h. SICK PAY SUBCLASS**

12 All current and former non-exempt field employees of Defendants in California
13 who, at any time during the four (4) years preceding the filing of this action
14 through the date of class certification, were not provided with paid sick leave, sick
15 leave accrual, or sick leave usage as required by Labor Code sections 246–248.5
16 (“Sick Pay Subclass”).

17 35. Unless otherwise specified, the Minimum Wage Subclass, Overtime Subclass,
18 Meal Period Subclass, Rest Period Subclass, Wage Statement Subclass, Unpaid Reimbursement
19 Subclass, Waiting Time Penalties Subclass and Sick Pay Subclass shall be referred to collectively
20 as the “Class.”

21 36. **Numerosity of the Class:** Pursuant to Code of Civil Procedure § 382, the
members of the Classes are so numerous that joinder of all individual members is impracticable.
Plaintiff is informed and believes, and thereon alleges, that there are at least 35 current and former
non-exempt employees of Defendants employed in California during the Class Period. The
precise number and identity of Class Members, along with their contact information, is known

1 only to Defendants and will be ascertained by Plaintiff through discovery. Class Members may
2 be notified of the pendency of this action by first-class mail, electronic mail, publication, or such
3 other methods as the Court deems appropriate.

4 37. **COMMON QUESTIONS PREDOMINATE:** There are numerous questions of
5 law and fact common to Plaintiff and the Classes that predominate over any questions affecting
6 only individual members. These common questions include, but are not limited to, the following:

- 7 a. Whether Defendants failed to pay Class Members all minimum wages for all
8 hours worked, including off-the-clock time;
- 9 b. Whether Defendants failed to pay Class Members overtime and/or double-time
10 wages for hours worked in excess of eight (8) hours per day, twelve (12) hours
11 per day, and/or forty (40) hours per week;
- 12 c. Whether Defendants failed to provide Class Members lawful, timely, and
13 uninterrupted meal periods in accordance with California law;
- 14 d. Whether Defendants failed to authorize and permit Class Members to take lawful
15 rest breaks;
- 16 e. Whether Defendants failed to furnish Class Members with accurate, itemized
17 wage statements as required by Labor Code section 226;
- 18 f. Whether Defendants failed to pay all wages due and owing upon separation of
19 employment, in violation of Labor Code sections 201–203;
- 20 g. Whether Defendants failed to reimburse Class Members for necessary business
21 expenditures in violation of Labor Code section 2802;
- h. Whether Defendants failed to provide Class Members with paid sick leave as
required by Labor Code sections 246–248.5;

1 i. Whether Defendants' conduct as alleged herein was willful, knowing, and
2 intentional; and

3 j. The nature and extent of damages, penalties, restitution, injunctive relief, and
4 other remedies to which Plaintiff and Class Members are entitled.

5 38. **TYPICALITY:** Plaintiff's claims are typical of the claims of the Classes because
6 Plaintiff, like all Class Members, was employed by Defendants as a non-exempt employee during
7 the Class Period and was subjected to the same unlawful wage and hour policies, practices, and
8 procedures alleged herein. Plaintiff's claims are based on the same legal theories and arise from
9 the same course of conduct by Defendants as the claims of all other Class Members. Plaintiff has
no interests antagonistic to those of the Classes.

10 39. **ADEQUACY:** Plaintiff will fairly and adequately protect the interests of the
11 Classes. Plaintiff has no interests that are adverse to or in conflict with the interests of the other
12 Class Members. Plaintiff has retained competent counsel experienced in complex employment
13 litigation, wage and hour class actions, and representative actions under California law. Plaintiff
14 and his counsel intend to prosecute this action vigorously on behalf of the Classes, and the rights
of Class Members will be fairly and adequately protected by Plaintiff and his counsel.

15 40. **SUPERIORITY:** A class action is superior to all other available methods for the
16 fair and efficient adjudication of this controversy. The damages suffered by individual Class
17 Members are small compared to the expense and burden of individual litigation, making it
18 impracticable for members of the Classes to individually seek redress for Defendants' unlawful
19 conduct. Class treatment will permit a large number of similarly situated persons to prosecute
20 their common claims in a single forum simultaneously, efficiently, and without the unnecessary
21 duplication of effort and expense that numerous individual actions would entail. A class action

1 will also avoid the risk of inconsistent adjudications among Class Members and provide the
2 benefits of uniform relief without compromising the rights of individual Class Members.

3 41. **ASCERTAINABILITY OF THE CLASS:** The Classes and Subclasses are
4 ascertainable and sufficiently definite. The identity of Class Members can be readily determined
5 from Defendants' employment, payroll, timekeeping, and personnel records, as well as other
6 records maintained in the ordinary course of business. Defendants are legally required to maintain
7 such records, which include the names, contact information, job titles, dates of employment,
8 hours worked, wages paid, and applicable rates of pay for each Class Member. Accordingly,
9 Class Members may be identified and notified of the pendency of this action through reasonable
and customary means, including first-class mail, electronic mail, and/or publication.

10 **FIRST CAUSE OF ACTION**
11 **FAILURE TO PAY MINIMUM WAGE**
(AGAINST ALL DEFENDANTS AND DOES 1-20)

12 42. Plaintiff hereby incorporate by reference all other allegations contained in this
13 Complaint as though fully set forth herein.

14 43. Pursuant to Labor Code sections 1194, 1194.2, and 1197, it is unlawful for an
15 employer to employ a California employee without paying at least the applicable minimum wage
16 for all hours worked as required by law and the applicable Industrial Welfare Commission Wage
Order(s).

17 44. The applicable Wage Order(s) define "hours worked" to include "the time during
18 which an employee is subject to the control of an employer, and includes all the time the
19 employee is suffered or permitted to work, whether or not required to do so."

20 45. During the Class Period, members of the Minimum Wage Subclass were suffered
21 and permitted to work, and in fact performed work for Defendants, for which they received no

1 compensation, including but not limited to pre-shift, post-shift, and travel-related off-the-clock
2 work.

3 46. In addition, Defendants paid Plaintiff and Class Members partially by check and
4 partially in cash, thereby concealing the actual hours worked and wages earned. This practice
5 systematically underreported earnings, resulted in employees receiving less than the minimum
6 wages owed, and deprived them of accurate payroll records and wage statements.

7 47. As a direct and proximate result of Defendants' failure to pay minimum wages,
8 Plaintiff and the Minimum Wage Subclass have suffered damages in the amount of unpaid
9 minimum wages.

10 48. Pursuant to Labor Code sections 1194 and 1194.2, Plaintiff and the Minimum
11 Wage Subclass are entitled to recover the full amount of unpaid minimum wages, liquidated
12 damages in an equal amount, interest thereon, attorneys' fees, and costs of suit, all in an amount
13 to be proven at trial.

14 49. Defendants' failure to pay minimum wages was willful, intentional, and
15 undertaken with the purpose of depriving Plaintiff and the Minimum Wage Subclass of wages,
16 property, and legal rights, thereby causing injury to them.

17 50. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
18 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
19 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
20 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
21 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
labor codes alleged in this cause of action to be violated.

SECOND CAUSE OF ACTION
FAILURE TO PAY OVERTIME
(AGAINST ALL DEFENDANTS AND DOES 1-20)

51. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

52. Pursuant to Labor Code sections 200, 226, 500, 510, and 1198, as well as the applicable Industrial Welfare Commission Wage Order(s), Defendants were required at all times relevant hereto to compensate non-exempt employees for all overtime hours worked. Specifically, Defendants were required to pay employees at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, and at double the regular rate of pay for all hours worked in excess of twelve (12) hours in a workday.

53. The Overtime Subclass consists of non-exempt employees entitled to the protections of the Labor Code and Wage Orders referenced herein.

54. Throughout their employment with Defendants, Plaintiff and members of the Overtime Subclass regularly worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek. However, Defendants failed to properly compensate them for such overtime hours worked, instead paying them only at their straight-time rate.

55. In addition, as alleged above, Plaintiff and members of the Overtime Subclass were required to perform off-the-clock work before, during, and after their scheduled shifts, including pre-shift preparation, loading and unloading materials, travel to and from job sites, and post-shift clean-up duties. This uncompensated time, when added to the hours for which they were paid, routinely caused Plaintiff and Class Members to exceed eight (8) hours in a day,

1 twelve (12) hours in a day, and/or forty (40) hours in a week, thereby resulting in additional
2 unpaid overtime and double-time wages.

3 56. In addition, during the Class Period, Defendants paid Plaintiff and members of
4 the Overtime Subclass partially by check and partially in cash, concealing the true number of
5 hours worked and the full amount of wages owed. This scheme resulted in the systematic
6 underpayment of overtime wages, the issuance of inaccurate wage statements, and further
7 evidences Defendants' willful violations of California overtime laws.

8 57. The Overtime Class are non-exempt employees entitled to the protections of the
9 applicable Wage Order(s), and Labor Code §§ 200, 226, 500, 510, and 1198.

10 58. As a direct result of aforementioned violations, the Overtime Class has suffered,
11 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost
12 interest on such wages, and expenses and attorney's fees in seeking to compel Defendants to fully
13 perform their obligations under state law, all to their respective damage in amounts according to
14 proof at time of trial, but in amounts in excess of the jurisdiction of this Court.

15 59. Pursuant to Labor Code § 200, 203, 218.5, 226, 558, and 1194, the Overtime Class
16 is entitled to recover owed overtime compensation from Defendants and civil penalties (including
17 the penalties described in Labor Code § 558 and other statutory penalties) plus interest penalties,
18 attorney's fees, expenses, and costs of suit.

19 60. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
20 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
21 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY

1 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
2 labor codes alleged in this cause of action to be violated.

3 **THIRD CAUSE OF ACTION**
4 **FAILURE TO PROVIDE MEAL PERIODS**
5 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

6 61. Plaintiffs hereby incorporates by reference all other allegations contained in this
7 Complaint as though fully set forth herein.

8 62. Pursuant to Labor Code sections 226.7 and 512, and the applicable Industrial
9 Welfare Commission Wage Order(s), Defendants were required to provide Plaintiff and members
10 of the Meal Period Subclass with lawful, timely, and uninterrupted, duty-free meal periods of not
11 less than thirty (30) minutes for every work period of more than five (5) hours, and a second meal
12 period of not less than thirty (30) minutes for every work period of more than ten (10) hours.

13 63. During the Class Period, Plaintiff and members of the Meal Period Subclass
14 regularly worked shifts longer than five (5) hours and, on many occasions, longer than ten (10)
15 hours. However, Defendants failed to provide them with lawful and timely meal periods as
16 required by California law.

17 64. Instead, Plaintiff and other employees were typically provided only one (1) meal
18 period of approximately sixty (60) minutes per workday, regardless of the length of the shift. On
19 many occasions, the single meal period was not timely provided within the first five (5) hours of
20 work, and Defendants failed to provide a second meal period when Plaintiff and other employees
21 worked more than ten (10) hours in a day.

65. Defendants also failed to pay Plaintiff and members of the Meal Period Subclass
one (1) additional hour of compensation at their regular rate of pay for each workday in which a
compliant meal period was not provided, as required by Labor Code section 226.7(c).

1 66. In addition, Defendants' practice of paying employees partially in cash and
2 partially by check concealed their failure to pay meal period premiums when no lawful meal
3 breaks were provided. As a result, wage statements did not reflect premium pay, and employees
4 were systematically denied both the wages and the records to confirm they were owed such
5 premiums.

6 67. Plaintiff and the class members are entitled to recover one additional hour of pay
7 at their regular rate of compensation with Defendants for each work day that a meal period was
8 not provided or during which they were not relieved of their duties, in addition to the minimum
9 wage for the time worked.

10 68. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
11 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
12 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
13 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
14 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
15 labor codes alleged in this cause of action to be violated.

16 **FOURTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE REST PERIODS**
18 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

19 69. Plaintiff hereby incorporates by reference all other allegations contained in this
20 Complaint as though fully set forth herein.

21 70. Pursuant to Labor Code section 226.7 and the applicable Industrial Welfare
Commission Wage Order(s), Defendants were required at all times relevant to authorize and
permit Plaintiff and members of the Rest Period Subclass to take net ten (10)-minute, duty-free,
off-duty rest breaks for every four (4) hours worked, or major fraction thereof.

1 71. During the Class Period, Plaintiff and members of the Rest Period Subclass
2 regularly worked shifts entitling them to multiple rest periods. However, as a result of
3 Defendants' scheduling practices, productivity requirements, and policies and procedures,
4 Plaintiff and other employees were not authorized or permitted to take lawful, duty-free rest
5 breaks, and instead were required to work through their rest periods.

6 72. Defendants also failed to pay Plaintiff and members of the Rest Period Subclass
7 one (1) additional hour of compensation at their regular rate of pay for each workday that a lawful
8 rest period was not authorized and permitted, as required by Labor Code section 226.7(c).

9 73. In addition, Defendants' practice of paying employees partially in cash and
10 partially by check concealed their failure to pay rest period premiums. Wage statements did not
11 reflect the premiums owed, further depriving Plaintiff and Class Members of the ability to verify
12 whether they had been properly compensated.

13 74. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff and
14 the Rest Period Subclass have suffered damages and are entitled to recover unpaid premium
15 wages, interest, and statutory penalties, in an amount to be determined at trial.

16 75. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
17 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
18 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
19 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
20 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
21 labor codes alleged in this cause of action to be violated.

FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE BUSINESS EXPENSES
(AGAINST ALL DEFENDANTS AND DOES 1-20)

76. Plaintiff hereby incorporate by reference all other allegations contained in this Complaint as though fully set forth herein.

77. Pursuant to Labor Code section 2802, employers must indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties or in obedience to the employer's directions.

78. During the Class Period, Plaintiff and members of the Unpaid Reimbursement Subclass were required by Defendants to use their personal vehicles and cell phones to perform their job duties, including traveling between Defendants' facilities and job sites, transporting tools and materials, communicating with supervisors, and coordinating daily assignments.

79. Defendants reimbursed Plaintiff and Class Members only for gas and mileage, but failed to fully reimburse them for all necessary expenditures, including but not limited to vehicle maintenance, insurance, depreciation, and cell phone usage

80. In addition, Defendants' practice of paying employees partially in cash and partially by check concealed their failure to properly reimburse all business expenses and prevented wage statements from accurately reflecting reimbursements owed.

81. As a direct and proximate result of Defendants' violations, Plaintiff and members of the Unpaid Reimbursement Subclass have suffered damages and are entitled to recover the full amount of unreimbursed expenses, interest thereon, attorneys' fees, and costs of suit, pursuant to Labor Code section 2802(c).

82. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents

1 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
2 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
3 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
4 labor codes alleged in this cause of action to be violated.

5 **SIXTH CAUSE OF ACTION**
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(AGAINST ALL DEFENDANTS AND DOES 1-20)

6 83. Plaintiff hereby incorporate by reference all other allegations contained in this
7 Complaint as though fully set forth herein.

8 84. Pursuant to Labor Code section 226(a), employers are required to furnish
9 employees with accurate, itemized wage statements in writing showing, among other things,
10 gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect
11 during the pay period and the corresponding number of hours worked at each hourly rate, and all
12 deductions.

13 85. During the Class Period, Defendants failed to furnish Plaintiff and members of
14 the Wage Statement Subclass with accurate itemized wage statements. Specifically, the wage
15 statements issued by Defendants failed to accurately reflect:

- 16 a. the total number of hours worked;
- 17 b. gross wages earned;
- 18 c. net wages earned;
- 19 d. applicable hourly rates; and
- 20 e. other information required by law.

21 86. Defendants engaged in a practice of paying Plaintiff and Class Members partially
in cash and partially by check, thereby concealing the actual number of hours worked and the

1 full amount of wages earned. As a result, wage statements were inaccurate, incomplete, and
2 misleading, and employees were deprived of the information necessary to confirm they were
3 properly compensated.

4 87. As a direct and proximate result of Defendants' failure to provide accurate
5 itemized wage statements, Plaintiff and members of the Wage Statement Subclass suffered injury,
6 including but not limited to the inability to promptly and easily determine whether they were paid
7 all wages owed, confusion about their legal rights, and the burden of reconstructing time and pay
8 records independently.

9 88. Pursuant to Labor Code section 226(e), Plaintiff and members of the Wage
10 Statement Subclass are entitled to recover the greater of their actual damages or statutory
11 penalties, together with reasonable attorneys' fees and costs of suit.

12 89. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
13 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
14 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
15 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
16 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
17 labor codes alleged in this cause of action to be violated.

18 **SEVENTH CAUSE OF ACTION**
19 **WAITING TIME PENALTIES**
20 **(AGAINST ALL DEFENDANTS AND DOES 1-20)**

21 90. Plaintiff hereby incorporates by reference all other allegations contained in this
Complaint as though fully set forth herein.

91. Labor Code §§ 201 and 202 require that an employer pay all wages due to an
employee after said employee is discharged or quits.

1 92. Labor Code § 203 provides a penalty for the willful failure to pay all wages due
2 to an employee who is discharged or quits. This penalty consists of an amount equal to the sum
3 of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in
4 an amount not to exceed the equivalent of 30 days' pay.

5 93. During all relevant times prior to the filing of the present action, Plaintiff and
6 numerous individuals employed by Defendants have left the company as a result of being
7 discharged or having terminated their employment.

8 94. While employed by Defendants, these employees were entitled to compensation
9 for all hours worked, overtime, missed meal periods, and missed rest periods, all as set forth in
10 this Complaint. Defendants failed to pay all wages due to the Waiting Time Penalty Class who
11 separated from their employment with Defendants, by failing to pay for all hours worked,
12 overtime, wages for missed meal breaks, wages for missed rest periods, and unpaid
13 reimbursements. Defendants are required to reimburse the Waiting Time Penalty Class all unpaid
14 wages earned and an additional penalty equal to the daily earnings of such employees up to an
15 amount equal to those owed for 30 days of work.

16 95. Pursuant to Labor Code section 558.1, Defendants MIKE PILLAR, WENDY
17 PILLAR, and MICHAEL PILLAR, who are owners, directors, officers, and/or managing agents
18 of PILLAR & SONS, may be held liable as the employer for such violation since Plaintiff is
19 informed and believes and on that basis alleges that Defendant MIKE PILLAR, WENDY
20 PILLAR, and MICHAEL PILLAR were acting on behalf of PILLAR & SONS and caused the
21 labor codes alleged in this cause of action to be violated.

EIGHTH CAUSE OF ACTION
FAILURE TO PROVIDE PAID SICK LEAVE
(AGAINST DEFENDANT PILLAR & SONS AND DOES 1-20)

96. Plaintiff hereby incorporates by reference all other allegations contained in this Complaint as though fully set forth herein.

97. Pursuant to the Healthy Workplaces, Healthy Families Act of 2014, codified at Labor Code sections 246, 246.5, and 248.5, employers in California are required to provide paid sick leave to employees, to properly accrue such leave at the statutory rate, to make sick leave available for use, to accurately record accrued and used sick leave, and to compensate employees at their regular rate of pay when such leave is taken.

98. During the Class Period, Plaintiff and members of the Sick Pay Subclass were entitled to accrue and use paid sick leave. However, Defendants failed to provide them with any paid sick leave, failed to accrue and track sick leave balances, failed to allow lawful use of paid sick leave, and failed to pay employees at their regular rate when time off was taken due to illness.

99. Defendants also failed to provide wage statements or written notices accurately reflecting accrued and available sick leave, further depriving Plaintiff and Class Members of the ability to confirm whether they had been afforded their statutory rights.

100. As a direct and proximate result of Defendants' violations of Labor Code sections 246, 246.5, and 248.5, Plaintiff and members of the Sick Pay Subclass have suffered harm, including loss of wages, benefits, and statutory entitlements.

101. Pursuant to Labor Code section 248.5, Plaintiff and members of the Sick Pay Subclass are entitled to recover:

- a. the dollar value of paid sick days unlawfully withheld;
- b. statutory penalties and enforcement penalties;

- 1 c. interest thereon;
- 2 d. attorneys' fees and costs of suit; and
- 3 e. such other relief as the Court may deem just and proper.

4 **NINTH CAUSE OF ACTION**
5 **[UNFAIR BUSINESS PRACTICES**
6 **(AGAINST DEFENDANT PILLAR & SONS AND DOES 1-20)**

7 102. Plaintiff hereby incorporate by reference all other allegations contained in this
8 Complaint as though fully set forth herein.

9 103. California's Unfair Competition Law ("UCL"), Business and Professions Code
10 section 17200 et seq., prohibits any unlawful, unfair, or fraudulent business act or practice.

11 104. Defendants have engaged in unlawful business acts and practices by failing to pay
12 all earned minimum and overtime wages, failing to provide compliant meal and rest periods or
13 premium wages in lieu thereof, failing to pay wages timely upon separation, failing to provide
14 accurate itemized wage statements, failing to reimburse necessary business expenses, and failing
15 to provide paid sick leave, as alleged in this Complaint. Each of these acts constitutes an
16 independent violation of the California Labor Code and the applicable Industrial Welfare
17 Commission Wage Orders, and therefore constitutes an "unlawful" business practice under the
18 UCL.

19 105. Defendants have also engaged in unfair business acts and practices in that the
20 harm caused by their unlawful conduct outweighs any utility and offends established public
21 policy, including the policy favoring payment of all earned wages, accurate recordkeeping,
reimbursement of business expenses, and provision of lawful working conditions. These
practices were carried out with the intent to reduce labor costs and gain an unfair advantage over
competitors who comply with California law.

1 106. Defendants' conduct was also fraudulent within the meaning of the UCL, in that
2 Defendants knowingly misrepresented or concealed the true wages earned by employees,
3 including through the practice of paying wages partially in cash and partially by check, thereby
4 misleading employees regarding the amount of wages owed and preventing them from accurately
5 determining whether they were fully compensated.

6 107. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent
7 business practices, Plaintiff and members of the Classes have suffered injury in fact and lost
8 money or property in the form of unpaid wages, unreimbursed expenses, denied benefits, and
9 related losses.

10 108. Pursuant to Business and Professions Code sections 17203 and 17204, Plaintiff
11 seeks restitution of all wages, benefits, and other compensation unlawfully withheld from
12 Plaintiff and Class Members, disgorgement of all profits wrongfully obtained by Defendants
13 through their unlawful conduct, and an injunction prohibiting Defendants from continuing their
14 unlawful, unfair, and fraudulent business practices.

15 109. Plaintiff also seeks an award of attorneys' fees and costs as allowed by Code of
16 Civil Procedure section 1021.5 and other applicable law.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, pray for
19 relief and judgment against Defendants as follows:

- 20 1. For certification of this action as a class action under Code of Civil Procedure § 382, for
21 designation of Plaintiff as Class Representative, and for appointment of Plaintiff's
 counsel as Class Counsel;
2. For recovery of unpaid wages, including minimum wages and overtime wages, in an
 amount to be proven at trial;

3. For recovery of premium wages for each day on which Defendants failed to provide lawful meal periods or rest periods, pursuant to Labor Code § 226.7 and the applicable Wage Order(s);
4. For recovery of waiting time penalties pursuant to Labor Code § 203 for all former employees not timely paid all wages upon separation;
5. For recovery of wage statement penalties pursuant to Labor Code § 226(e) for failure to furnish accurate, itemized wage statements;
6. For recovery of unreimbursed business expenses pursuant to Labor Code § 2802;
7. For recovery of sick pay, related penalties, and enforcement relief under the Healthy Workplaces, Healthy Families Act of 2014 (Labor Code §§ 246–248.5);
8. For restitution and disgorgement of all monies unlawfully withheld or obtained by Defendants, pursuant to Business and Professions Code §§ 17200 et seq.;
9. For liquidated damages pursuant to Labor Code § 1194.2 for failure to pay minimum wages;
10. For statutory penalties and civil penalties as permitted by the Labor Code, Wage Orders, and, if later added, the Private Attorneys General Act (Labor Code §§ 2698 et seq.);
11. For pre-judgment and post-judgment interest at the maximum legal rate;
12. For reasonable attorneys’ fees and costs of suit pursuant to Labor Code §§ 218.5, 226(e), 1194, 2802(c), Code of Civil Procedure § 1021.5, and any other applicable provision;
13. For injunctive and declaratory relief requiring Defendants to cease the unlawful practices described herein; and
14. For such other and further relief as the Court deems just and proper.

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Dated: October 3, 2025

LAW OFFICES OF MORRIS NAZARIAN, APC

By: Morris Nazarian
Morris Nazarian
Attorney for Plaintiff and Proposed
Classes