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Amanda Toste
Clerk of the Superior Court
By: Patricia Palmerin, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MERCED**

EDUARDO JIMENEZ, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

GINO/GIUSEPPE, INC. dba G&G
CONSTRUCTION CO., a California
corporation; ARIAS/GRAZIANO
ENTERPRISES dba QUADRANT
CONCRETE, INC., a California corporation;
G&G CONSTRUCTION MANAGEMENT,
LP; a California limited partnership; JOSEPH
B. GRAZIANO, an individual; GINO B.
GRAZIANO, and individual; GINO AND
LEONARDA GRAZIANO FAMILY TRUST;
GIUSEPPE AND LIBORIA CASTIGLIONE
FAMILY TRUST; ALFREDO
CASTIGLIONE, an individual; DAVID
TORRES, and individual; SANDRA
OLIVAREZ, and individual; RANDY GEISS,
an individual; RAUL PEREZ, JR., an
individual; NOE E. ARIAS, an individual; and
DOES 1 through 100, inclusive,

Defendants.

Case No. 23CV-03489

**THIRD AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (7) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**
- (8) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*);
AND**
- (9) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 & 512)**

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**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Eduardo Jimenez (hereinafter "Plaintiff"), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Third Amended Representative Action Complaint
3 against Gino/Giuseppe, Inc. dba G&G Construction Co. ("G&G Co."), a California corporation;
4 G&G Construction Management, LP ("G&G LP"), a California limited partnership (collectively
5 G&G"); Arias/Graziano Enterprises dba Quadrant Concrete Inc. ("Quadrant"), a California
6 corporation; Joseph B. Graziano, an individual; Gino B. Graziano, an individual; Gino and
7 Leonarda Graziano Family Trust; Giuseppe and Liboria Castiglione Family Trust; Alfredo
8 Castiglione, an individual; David Torres, an individual; Sandra Olivarez, an individual; Randy
9 Geiss, an individual; Raul Perez, Jr, an individual; Noe E. Arias, an individual; and DOES 1 to
10 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

11 **JURISDICTION**

12 1. Plaintiff hereby brings this Third Amended Representative Action Complaint for
13 recovery of unpaid wages and penalties under California Business and Professions Code § 17200
14 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
15 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage Order 16 ("Wage Order
16 16"), in addition to seeking declaratory relief and restitution. This Complaint is brought pursuant
17 to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants'
18 violations of the California Labor Code because the amount in controversy exceeds this Court's
19 jurisdictional minimum.

20 **VENUE**

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

27 **PARTIES**

28 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,

1 Plaintiff was and currently is a California resident. During the four years immediately preceding
2 the filing of the Complaint in this action and within the statute of limitations periods applicable
3 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
4 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
5 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
6 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698
7 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”),
8 and Wage Order 16, which sets employment standards for occupations in construction.

9 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
10 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
11 continue to do) business by providing construction services in California and the United States,
12 employed Plaintiff within Merced County and the state of California and, therefore, were (and
13 are) doing business in Merced County and the State of California.

14 5. Plaintiff does not know the true names or capacities, whether individual, partner,
15 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
16 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
17 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
18 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
19 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
20 and proximately caused Plaintiff and other aggrieved employees to be subjected to the unlawful
21 employment practices, wrongs, injuries and damages complained of herein.

22 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
23 herein, Defendants were and are the employers of Plaintiff and other aggrieved employees.

24 7. At all times herein mentioned, each of said Defendants participated in the doing
25 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
26 Defendants, and each of them, were the agents, servants, and employees of each and every one of
27 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
28 were acting within the course and scope of said agency and employment. Defendants, and each

1 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
2 omissions complained of herein.

3 8. At all times mentioned herein, Defendants, and each of them, were members of
4 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
5 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
6 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
7 other aggrieved employees. Defendants are jointly and severally liable for the violations alleged
8 herein pursuant to, among other theories of liability, Labor Code §200.3, which holds “a successor
9 to any judgment debtor shall be liable for any wages, damages, and penalties owed to any of the
10 judgment debtor’s former workforce pursuant to a final judgment.” During Plaintiff’s
11 employment with Defendants, he performed work for other presently unknown entities. As such,
12 Defendants are jointly liable with the other unknown entities for all civil legal responsibility and
13 civil liability for the payment of wages, including sums payable to an employee or the state of
14 California based upon any failure to pay wages, pursuant to Labor Code § 2810.3.

15 **GENERAL FACTUAL ALLEGATIONS**

16 9. Plaintiff worked for Defendants as a general laborer between approximately
17 August 2021 and approximately November 30, 2022 when he was informed that Defendant G&G
18 Co. closed its doors and was rebranding itself as Quadrant. Defendants are in the business of
19 construction. Upon information and belief, Quadrant works out of the same building as G&G and
20 continues to perform work in the same locations as G&G. Upon further information and belief,
21 Quadrant employs several of the same supervisors, managers and employees previously
22 employed by G&G and also uses the same machinery used by G&G to perform work. Also, upon
23 information and belief, Felipe Gonzalez, the foreman who Plaintiff reported to during his
24 employment, remained employed by Quadrant and instructed employees not to talk to attorneys
25 after Plaintiff initiated this lawsuit. Plaintiff’s job responsibilities included grading soil,
26 positioning rebars, and prepping areas to lay cement. Plaintiff generally worked Monday through
27 Friday from around 7:00 a.m. until around 3:30 p.m. or from approximately 6:00 a.m. to
28 approximately 2:30 p.m. during daylight savings time and also worked some Saturdays from 6:00

1 a.m. to 2:30 p.m. Plaintiff averaged approximately 8 to 9.5 hours per workday, but sometimes
2 worked over 10.0 hours in a workday.

3 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
4 other non-exempt employees were not paid for all hours worked, including overtime hours
5 worked. Plaintiff clocked in and out through his phone.

6 11. Approximately two to three times per month, Plaintiff had to drive to different
7 work locations during the workday for an average time of approximately twenty-five minutes.
8 While Defendants kept Plaintiff on the clock during his commute, Defendants required Plaintiff
9 to work beyond eight hours in one day to make up for the time it took him to travel from one work
10 location to another and did not compensate him for all of his overtime worked. On average,
11 Defendants required Plaintiff to work beyond eight hours approximately two to three times per
12 week. Further, Plaintiff and other non-exempt employees worked at least eight (8) hours per day.
13 However, Plaintiff's paystubs show that sometimes Plaintiff was not paid a full forty (40) hours
14 in one workweek. Plaintiff did not receive overtime compensation for all of his overtime worked.
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16 12. Defendants also required Plaintiff to carry his work-issued phone with him outside
17 of work hours for the purposes of clocking in and regularly checking his schedule to see if he
18 needed to report to work and to which location. Plaintiff also had to regularly call Defendants to
19 see if he needed to report to work. Defendants were not only aware of, but actively encouraged
20 this practice. He was never compensated for this time spent on call despite Plaintiff and other
21 aggrieved employees being restricted in their activities and locations while on call.

22 13. Defendants required Plaintiff and other non-exempt employees to clock out for
23 both of their 15-minute rest periods on each workday and they were not compensated for this
24 time. Defendants never provided Plaintiff and other non-exempt employees with an hour of pay
25 at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
26 information and belief, during at least a portion of the PAGA period, Defendants maintained no
27 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff
28 and other non-exempt employees were not authorized to take lawful rest periods.

1 14. Defendants did not provide Plaintiff and other non-exempt employees with legally
2 compliant first meal periods when they worked shifts in excess of 5.0 hours or second meal
3 periods when they worked shifts over 10.0 hours. Despite Defendants’ failure to provide Plaintiff
4 and other non-exempt employees with all lawful meal periods due to their uniform and unlawful
5 practices, Defendants did not provide Plaintiff and other non-exempt employees with an hour of
6 pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

7 15. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
8 but did not receive overtime compensation equal to one and one-half times their regular rates of
9 pay for all overtime hours worked.

10 16. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
11 exempt employees for all reasonable and necessary work expenditures, including but not limited
12 to, requiring Plaintiff to purchase work shoes, pants, shirts of a specific color such as yellow or
13 orange for his work uniform and his own tools such as hammers, measuring tape and pliers.
14 Plaintiff was not ever provided any reimbursement for these necessary uses. Nor was Plaintiff
15 ever reimbursed for mileage expenses on the days that he had to drive to different work locations
16 during the workday.

17 17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
18 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
21 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.

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28 Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to

employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendant's failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and failure to pay premium pay for failing to authorize all required rest periods on the clock. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

19. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and other aggrieved employees for all hours actually worked including, but not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code

1 and Wage Order 16.

2 20. California Labor Code § 1198 makes unlawful the employment of an employee
3 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
4 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
5 those employees the balance of the unpaid wages as well as liquidated damages in an amount
6 equal to the wages due and interest thereon.

7 21. As a direct and proximate result of Defendants' unlawful conduct as alleged
8 herein, Plaintiff and other aggrieved employees have sustained economic damages, including but
9 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
10 entitled to recover economic and statutory damages and penalties and other appropriate relief as
11 a result of Defendants' violations of the California Labor Code and Wage Order 16.

12 22. Defendants' practice and uniform administration of corporate policy regarding
13 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
14 other aggrieved employees in a civil action for the unpaid amount of minimum wages, liquidated
15 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
16 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
17 Procedure § 1021.5.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PAY ALL OVERTIME WAGES**

20 **(AGAINST ALL DEFENDANTS)**

21 23. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

26 25. At all times relevant herein, Defendants were required to properly compensate
27 Plaintiff and other aggrieved employees for all overtime hours worked pursuant to California
28 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay overtime

1 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
2 in the Wage Order.

3 26. The foregoing policies and practices are unlawful and create entitlement to
4 recovery by Plaintiff and other aggrieved employees in a civil action for the unpaid amount of
5 overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and
6 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
7 16, and Code of Civil Procedure § 1021.5.

8 **THIRD CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 28. Wage Order 16, § 11 and California Labor Code §§ 226.2, 226.7 and 516 establish
13 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
14 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

15 29. As alleged herein, Defendants failed to authorize and permit Plaintiff and other
16 aggrieved employees to take all legally compliant rest periods.

17 30. The foregoing violations create an entitlement to recovery by Plaintiff and other
18 aggrieved employees in a civil action for the unpaid rest period wages and the amount of rest
19 period premiums owing, including interest thereon, as well as statutory penalties, civil penalties,
20 and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b)
21 and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

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

26 32. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
27 an employer to pay all wages immediately at the time of termination of employment in the event
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the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

33. Defendants failed to timely pay Plaintiff and other aggrieved employees all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and rest period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay aggrieved employees all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

34. Defendants' willful failure to timely pay Plaintiff and other aggrieved employees their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and other aggrieved employees are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

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

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

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and other aggrieved employees with complete and accurate wage statements reflecting the rest period premiums in violation of Labor Code § 226 et seq.

37. Defendants' failures in furnishing Plaintiff and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and overtime wages, rest period premium

1 wages, and deprived them of the information necessary to identify the discrepancies in
2 Defendants' reported data.

3 38. Defendants' failures create an entitlement to recovery by Plaintiff and other
4 aggrieved employees in a civil action for all damages and/or penalties pursuant to Labor Code §
5 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of
6 suit according to California Labor Code § 226 et seq.

7 **SIXTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

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

11 40. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of California Business and Professions Code § 17200
13 et seq., by failing to pay Plaintiff and other aggrieved employees all minimum and overtime
14 wages, failing to provide all required rest periods, or pay premium payments in lieu thereof,
15 failing to furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff
16 and other aggrieved employees class all final wages due upon separation of employment.

17 41. Defendants' utilization of these unfair and/or unlawful business practices deprived
18 Plaintiff and continues to deprive other aggrieved employees of compensation to which they are
19 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
20 over Defendants' competitors who have been and/or are currently employing workers and
21 attempting to do so in honest compliance with applicable wage and hour laws.

22 42. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
23 herein, Plaintiff for himself and on behalf of other aggrieved employees, seek full restitution of
24 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
25 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

26 43. The acts complained of herein occurred within the last four years immediately
27 preceding the filing of the Complaint in this action.
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1 44. Plaintiff is compelled to retain the services of counsel to file this court action to
2 protect his interests and other aggrieved employees, to obtain restitution and injunctive relief on
3 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
4 the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
5 which he is entitled to recover under Code of Civil Procedure § 1021.5.

6 **SEVENTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 **(AGAINST ALL DEFENDANTS)**

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

10 46. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
11 states that "an employer shall indemnify his or her employees for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
13 his or her obedience to the directions of the employer..."

14 47. Due to Defendants' unlawful policy and practice of requiring employees to
15 purchase work shoes, pants, shirts of a specific color such as yellow or orange for their work
16 uniform and their own tools such as hammers, measuring tape and pliers in the performance of
17 their job duties, Defendants have violated Labor Code § 2802. Employees were also not
18 reimbursed for mileage expenses in the performance of their job duties in violation of Labor Code
19 § 2802.

20 48. Plaintiff is entitled to attorneys' fees and costs of suit pursuant to Labor Code §
21 2802(c) for bringing this action.

22 49. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
23 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
24 Plaintiff is entitled to interest, which shall accrue from the date on which he incurred the initial
25 necessary expenditure.
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27 **EIGHTH CAUSE OF ACTION**

28 **PRIVATE ATTORNEYS GENERAL ACT**

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

51. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, and other aggrieved employees at

the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to reimburse Plaintiff and other aggrieved employees for necessary business expenditures incurred by Plaintiff and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to pay Plaintiff and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday in violation of Labor Code § 205;
- j. Failing to permit and authorize Plaintiff and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5;
- k. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5; and
- l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

52. On August 25, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

1 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
2 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
3 California Labor Code identified in Paragraph 53 (a)-(l). Now that sixty-five days have passed
4 from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not
5 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
6 administrative requirements for bringing a claim under the Private Attorneys General Act with
7 respect to these violations.

8 53. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect his interests and the interests of other similarly aggrieved employees, and to assess and
10 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
11 costs, which she is entitled to receive under California Labor Code § 2699(g).

12 **NINTH CAUSE OF ACTION**

13 **MEAL PERIOD VIOLATIONS**

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

15 55. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
16 in their affirmative obligation to provide all of their non-exempt employees in California,
17 including Plaintiff with all legally compliant meal periods in accordance with the mandates of the
18 California Labor Code and Wage Order 14, § 11. Despite Defendants' violations, Defendants did
19 not pay an additional hour of pay to Plaintiff at his regular rate of pay, in accordance with
20 California Labor Code §§ 204, 210, 226.7, and 512.

21 56. As a result, Defendants are responsible for paying premium compensation for meal
22 period violations including interest thereon, as well as statutory penalties, civil penalties, and
23 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
24 3287(b) and 3289.

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
27 this suit brought against Defendants, as follows:

28 1. Upon the First Cause of Action, for payment of minimum wages, liquidated

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1198 and Wage Order 16 § 4(A);

3 2. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
5 Wage Order 16 § 3(A);

6 3. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

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

10 5. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226;

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

15 7. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
16 special damages according to proof pursuant to Labor Code § 2802;

17 8. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each
18 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
20 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
21 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
25 each initial violation and \$200 for each subsequent violation per employee per pay period for the
26 violations of the Labor Code Sections cited in Labor Code § 2699.5.

27 9. Prejudgment interest on all due and unpaid wages pursuant to California Labor
28 Code § 218.6 and Civil Code §§ 3287 and 3289;

1 10. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §226, and Code of Civil Procedure § 1021.5; and

3 11. For such other and further relief the Court may deem just and proper.
4

5
6 Dated: June 25, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

7
8 By: _____

Daniel J. Brown
Attorneys for Plaintiff

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10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
13

14 Dated: June 25, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

15
16 By: _____

Daniel J. Brown
Attorneys for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

On June 25, 2025 I served the document listed below on the parties in this action as follows:

- **THIRD AMENDED REPRESENTATIVE ACTION COMPLAINT**

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. *See* Cal. R. Ct. R. 2.260.

X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 25, 2025, at South Gate, California.

Laura Romero

Laura Romero

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Management, LP.