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ERICK MARIN AND JORGE JIMENEZ

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES COUNTY, CENTRAL DISTRICT

ERICK MARIN, an individual; and JORGE JIMENEZ, an individual,

Plaintiffs,

v.

QUALITY ENVIRONMENTAL, INC., a California corporation; and DOES 1 through 20, inclusive,

Defendants.

Case No. 23STCV26675

COMPLAINT FOR DAMAGES FOR:

1. **FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
2. **FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
3. **FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
4. **FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7, 512);**
5. **FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
6. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
7. **PRIVATE ATTORNEY GENERAL ACT (CAL. LABOR CODE §2699, ET SEQ); AND**
8. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.)**

DEMAND OVER $25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFFS, ERICK MARIN AND JORGE JIMENEZ, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiffs in Los Angeles County.

THE PARTIES

2. Plaintiff, ERICK MARIN, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff, JORGE JIMENEZ, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

4. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Defendant QUALITY ENVIRONMENTAL, INC. (hereinafter referred to as "Employers") was and is a California corporation doing business at 13123 Lakeland Rd Ste A, Santa Fe Springs, 90670, in the County of Los Angeles, State of California.

5. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Employers owned and operated a private water damage restoration, Asbestos removal, and Mold remediation company.

6. At all times relevant herein, Employers and DOES 1-20 were Plaintiff's employers, joint employers and/or special employers within the meaning of Government Code §§12926, subdivision (d), 12940, subdivisions (a),(h),(1), (h)(3)(A), and (i), and 12950, and regularly employ five (5) or more persons and are therefore subject to the jurisdiction of this Court.

7. At all times relevant herein, Employers and DOES 1-20 were Plaintiffs' employers, joint employers and/or special employers within the meaning of the Labor Code and Industrial Welfare Commission Order No. 16-2001, and are each an "employer or other person acting on behalf of an

employer" as such term is used in Labor Code sections 558 and 558.1, and liable to Plaintiffs on that basis.

8. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiffs at this time and therefore said Defendants are sued by such fictitious names. Plaintiffs will seek leave to amend this complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiffs. Plaintiffs are informed and believe, and based thereupon alleges, that each of the fictitiously named Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiffs as alleged hereinafter.

9. Plaintiffs are informed and believe, and based thereupon allege, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status and/or joint venture and with the permission and consent of each of the other Defendants.

10. Plaintiffs are informed and believe, and based thereupon alleges, that Defendants, and each of them, including those defendants named as DOES 1-20, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code §12940(i). Plaintiffs are further informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

11. Whenever and wherever reference is made in this complaint to any act or failure to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER

12. Plaintiffs are informed and believe, and based thereon alleges, that there exists such a unity of interest and ownership between Employers and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

13. Plaintiffs are informed and believe, and based thereon allege, that despite the formation of purported corporate existence, Employers and DOES 1-20 are, in reality, one and the same, including, but not limited to because:

a. Employers are completely dominated and controlled by one another and DOES 1-20, who personally committed the frauds and violated the laws as set forth in this complaint, and who have hidden and currently hide behind Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or inequitable purpose.

b. Employers and DOES 1-20 derive actual and significant monetary benefits by and through one another's unlawful conduct, and by using one another as the funding source for their own personal expenditures.

c. Employers and DOES 1-20, while really one and the same, were segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or accomplishing some other wrongful or inequitable purpose.

d. Employers do not comply with all requisite corporate formalities to maintain a legal and separate corporate existence.

e. The business affairs of Employers and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Employers are, and at all times relevant hereto were, used by one another and DOES 1-20 as a mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego of one another and DOES 1-20. The recognition of the separate existence of Defendants would not promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiffs for violations of the Government Code and other statutory violations. The corporate existence of Employers and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiffs herein.

14. Accordingly, Employers constitute the alter ego of one another and DOES 1-20, and the fiction of their separate corporate existence must be disregarded.

15. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege that Employers and DOES 1-20 are Plaintiffs' joint employers by virtue of a joint enterprise, and that Plaintiffs were an employee of Employers and DOES 1-20. Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all Defendants shared control of Plaintiffs as employees, either directly or indirectly, and the manner in which Defendants' business was and is conducted.

16. Alternatively, Plaintiffs are informed and believe and, based thereupon alleges, that as and between DOES 1-20, Employers, or any of them, (1) there is an express or implied agreement of assumption pursuant to which Employers and/or DOES 1-20 agreed to be liable for the debts of the other Defendants, (2) the transaction between Employers and/or DOES 1-20 and the other Defendants amounts to a consolidation or merger of the two corporations, (3) Employers and/or DOES 1-20 are a mere continuation of the other Defendants, or (4) the transfer of assets to Employers and/or DOES 1-20 is for the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Employers and/or DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

FACTUAL ALLEGATIONS
AS TO PLAINTIFF ERICK MARIN

17. In or around 2009, Employers hired Plaintiff MARIN to work as a field supervisor. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff's employment ended on March 8, 2023.

18. Between October 23, 2019 and November 21, 2021, Plaintiff's hourly wage rate was $26.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

19. Between November 22, 2021 and March 8, 2023, Plaintiff's hourly wage rate was $28.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

20. Plaintiff worked approximately 17 unpaid hours each week, for which Plaintiff received no wages at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

21. Plaintiff worked approximately 17 overtime hours each week, but was not paid for these hours at all.

22. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

FACTUAL ALLEGATIONS
AS TO PLAINTIFF JORGE JIMENEZ

23. In or around April 2016, Employers hired Plaintiff JIMENEZ to work as a field supervisor. Plaintiff was a full-time, non-exempt employee, and performed all of Plaintiff's job duties satisfactorily before Plaintiff's employment ended on December 27, 2022.

24. Between October 23, 2019 and December 22, 2019, Plaintiff's hourly wage rate was $20.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

25. Between December 23, 2019 and February 16, 2020, Plaintiff's hourly wage rate was $22.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

26. Between February 17, 2020 and November 28, 2021, Plaintiff's hourly wage rate was $25.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

27. Between November 29, 2021 and December 27, 2022, Plaintiff's hourly wage rate was $28.00. During this time period, Plaintiff's fixed schedule was five to six days per week, Monday through Saturday, for approximately 10 to 12 hours per day.

28. Plaintiff worked approximately 17 unpaid hours each week, for which Plaintiff received no wages at all, not Plaintiff's hourly wage rate, or even the requisite minimum wage.

29. Plaintiff worked approximately 17 overtime hours each week, but was not paid for these hours at all.

30. Throughout Plaintiff's employment, Plaintiff was not permitted to, and not advised of Plaintiff's right to take statutory 10-minute rest breaks for every four hours worked or substantial portion thereof.

FIRST CAUSE OF ACTION

FOR FAILURE TO PAY WAGES DUE

LABOR CODE §§201, 1182.12, 1194, 1194.2

AGAINST ALL DEFENDANTS

31. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

32. At all relevant times, Defendants failed and refused to pay Plaintiffs wages earned and required by 8 Code of Regulations §11160, as set forth hereinabove.

33. As alleged herein, Plaintiffs were not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

34. Plaintiffs have been deprived of Plaintiffs' rightfully earned compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

35. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of $50.00 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting on behalf of an employer is liable in the amount of $100.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

36. In addition to the unpaid wages, Plaintiffs are each entitled to civil penalties in this amount stated above. Within the one year immediately preceding the filing of this Complaint, Defendants, and each of them, violated Labor Code §558 on numerous pay periods, the first of which Defendants are penalized $50.00, and the remainder of which Defendants are penalized $100.00 each, for a total due in Labor Code §558 penalties in amounts according to proof at the time of trial.

SECOND CAUSE OF ACTION

FOR FAILURE TO PAY MINIMUM WAGES

LABOR CODE §§1182.12, 1194, 1194.2, 1197

AGAINST ALL DEFENDANTS

37. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

38. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiffs are entitled to at least the minimum wage for every hour worked.

39. The historical minimum wage requirements in California are as follows:

Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	$10.00/hour	$10.50/hour
January 1, 2018	$10.50/hour	$11.00/hour
January 1, 2019	$11.00/hour	$12.00/hour
January 1, 2020	$12.00/hour	$13.00/hour
January 1, 2021	$13.00/hour	$14.00/hour
January 1, 2022	$14.00/hour	$15.00/hour
January 1, 2023	$15.00/hour	

40. In the four years immediately preceding the filing of this complaint, Employers failed and refused to pay Plaintiffs the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

a. From November 6, 2019 to December 31, 2019, Plaintiff MARIN worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff MARIN is owed $1,632.00 calculated at 17 unpaid hours per week for 8 weeks, at $12.00 per hour.

b. From January 1, 2020 to December 31, 2020, Plaintiff MARIN worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff MARIN is owed $11,492.00 calculated at 17 unpaid hours per week for 52 weeks, at $13.00 per hour.

c. From January 1, 2021 to December 31, 2021, Plaintiff MARIN worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff MARIN is owed $12,376.00 calculated at 17 unpaid hours per week for 52 weeks, at $14.00 per hour.

d. From January 1, 2022 to December 31, 2022, Plaintiff MARIN worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff MARIN is owed $13,260.00 calculated at 17 unpaid hours per week for 52 weeks, at $15.00 per hour.

e. From January 1, 2023 to March 8, 2023, Plaintiff MARIN worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff MARIN is owed $2,550.00 calculated at 17 unpaid hours per week for 10 weeks, at $15.00 per hour.

41. Thus, for the entirety of the time periods set forth above, Plaintiff MARIN is owed unpaid minimum wages in the amount of $41,310.00.

f. From November 6, 2019 to December 31, 2019, Plaintiff JIMENEZ worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff JIMENEZ is owed $1,632.00 calculated at 17 unpaid hours per week for 8 weeks, at $12.00 per hour.

g. From January 1, 2020 to December 31, 2020, Plaintiff JIMENEZ worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff JIMENEZ is owed $11,492.00 calculated at 17 unpaid hours per week for 52 weeks, at $13.00 per hour.

h. From January 1, 2021 to December 31, 2021, Plaintiff JIMENEZ worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff JIMENEZ is owed $12,376.00 calculated at 17 unpaid hours per week for 52 weeks, at $14.00 per hour.

i. From January 1, 2022 to December 27, 2022, Plaintiff JIMENEZ worked approximately 17 hours per week without getting paid anything. Therefore, Plaintiff JIMENEZ is owed $13,260.00 calculated at 17 unpaid hours per week for 52 weeks, at $15.00 per hour.

42. Thus, for the entirety of the time periods set forth above, Plaintiff JIMENEZ is owed unpaid minimum wages in the amount of $38,760.00.

43. Defendants' failure to pay the legal minimum wage to Plaintiffs as alleged herein is unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Plaintiffs in a civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the difference between the straight time compensation paid and applicable minimum wage, including interest thereon.

44. Pursuant to Labor Code §1194, Plaintiffs request that the court award reasonable attorneys' fees and costs incurred by Plaintiffs in this action.

45. In addition, pursuant to Labor Code §1194.2, Plaintiffs MARIN and JIMENEZ are each entitled to recover liquidated damages in an amount equal to the minimum wages unlawfully unpaid as previously alleged, equating to $41,310.00 for Plaintiff MARIN and $38,760.00 for Plaintiff JIMENEZ, plus interest thereon.

THIRD CAUSE OF ACTION

FOR FAILURE TO PAY OVERTIME COMPENSATION

LABOR CODE §§510, 1194

AGAINST ALL DEFENDANTS

46. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

47. Labor Code §510 requires employers to pay their non-exempt employees one and one-half times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12 hours in a single day. It also requires employers to pay their non-exempt employees overtime compensation for the first eight hours of work done on the seventh consecutive day of work done in any

work week, and double-time compensation for any work done beyond the first eight hours on the seventh consecutive day of work.

48. At all relevant times, Defendants required Plaintiffs to work more than eight hours per day and/or more than 40 hours per workweek.

49. At all relevant times, Defendants failed and refused to pay Plaintiffs all the overtime compensation required by Labor Code §510, 8 Code of Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

50. In the four years last past, Plaintiff MARIN worked 17 hours of overtime each week, all of which should have been paid at 1.5 times Plaintiff MARIN's regular hourly wage rate at that time. Defendants failed to pay Plaintiff MARIN the requisite overtime wages in each of the following ways in the four years immediately preceding the filing of this complaint:

a. From approximately November 6, 2019 to November 21, 2021, Plaintiff MARIN's hourly overtime rate was $39.00. During this time period, Plaintiff worked an average of 17 hours of overtime each week, for 107 weeks, or 1819 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $46,869.00 for each of those hours, totaling $70,941.00.

b. From approximately November 22, 2021 to March 8, 2023, Plaintiff MARIN's hourly overtime rate was $42.00. During this time period, Plaintiff MARIN worked an average of 17 hours of overtime each week, for 67 weeks, or 1139 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $30,600.00 for each of those hours, totaling $47,838.00.

51. In the four years last past, Plaintiff JIMENEZ worked 17 hours of overtime each week, all of which should have been paid at 1.5 times Plaintiff JIMENEZ's regular hourly wage rate at that time. Defendants failed to pay Plaintiff JIMENEZ the requisite overtime wages in each of the following ways in the four years immediately preceding the filing of this complaint:

c. From approximately November 6, 2019 and December 22, 2019, Plaintiff JIMENEZ's hourly overtime rate was $30.00. During this time period, Plaintiff worked an average of 17 hours of overtime each week, for 7 weeks, or 119 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $2,142.00 for each of those hours, totaling $3,570.00.

d. From approximately December 23, 2019 and February 16, 2020, Plaintiff JIMENEZ's hourly overtime rate was $33.00. During this time period, Plaintiff JIMENEZ worked an average of 17 hours of overtime each week, for 8 weeks, or 136 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $2,737.00 for each of those hours, totaling $4,488.00.

e. From approximately February 17, 2020 and November 28, 2021, Plaintiff JIMENEZ's hourly overtime rate was $37.50. During this time period, Plaintiff JIMENEZ worked an average of 17 hours of overtime each week, for 93 weeks, or 1581 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $38,156.50 for each of those hours, totaling $59,287.50.

f. From approximately November 29, 2021 and December 27, 2022, Plaintiff JIMENEZ's hourly overtime rate was $42.00. During this time period, Plaintiff JIMENEZ worked an average of 17 hours of overtime each week, for 56 weeks, or 952 hours, but did not receive any wages for these hours at all. Therefore, less the minimum wage portion which Plaintiff has already claimed in the preceding cause of action, Plaintiff is owed $25,534.00 for each of those hours, totaling $39,984.00.

52. As alleged herein, Plaintiffs are not exempt from the overtime pay requirements of Labor Code §510, 8 Code Regulations §11160, and Industrial Welfare Commission Order No. 16-2001.

53. Thus, for the entirety of the time periods set forth above, Plaintiff MARIN is owed overtime wages of $77,469.00, above and beyond the minimum wages sought in the preceding cause of action for these same hours.

54. Thus, for the entirety of the time periods set forth above, Plaintiff JIMENEZ is owed overtime wages of $68,569.50, above and beyond the minimum wages sought in the preceding cause of action for these same hours.

55. Plaintiffs have been deprived of Plaintiffs' rightfully earned overtime compensation as a direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiffs are entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST BREAKS

LABOR CODE §226.7

AGAINST ALL DEFENDANTS

56. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

57. Labor Code §226.7 requires an employer to provide every employee with an uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or substantial portion thereof.

58. Defendants failed and refused to provide Plaintiffs with rest periods, and failed to compensate Plaintiffs for missed rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001, as follows:

a. From approximately October 23, 2019 to March 8, 2023, Plaintiff MARIN was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 1012 days (5.75 days per week for 176 weeks).

b. From approximately October 23, 2019 to December 27, 2022, Plaintiff JIMENEZ was deprived of one or more of Plaintiff's statutory 10-minute rest periods on approximately 955 days (5.75 days per week for 166 weeks).

59. As alleged herein, Plaintiffs are not exempt from the meal and rest break requirements of 8 Code of Regulations §11160 and Industrial Welfare Commission Order No. 16-2001. Consequently, Plaintiffs are owed one hour of pay at Plaintiffs' then regular hourly rate, or the requisite minimum wage, whichever is greater, for each day that Plaintiffs were denied such rest periods, calculated as follows:

a. From approximately October 23, 2019 to November 21, 2021, Defendants failed to provide Plaintiff MARIN with the statutory rest period on approximately 626 separate days. Consequently, Plaintiff MARIN is owed one hour of pay at $26.00 for each day, or $16,276.00, plus interest thereon, for unpaid rest periods.

b. From approximately November 22, 2021 to March 8, 2023, Defendants failed to provide Plaintiff MARIN with the statutory rest period on approximately 386 separate days. Consequently, Plaintiff is owed one hour of pay at $28.00 for each day, or $10,808.00, plus interest thereon, for unpaid rest periods.

60. Thus, the total missed rest period compensation owing Plaintiff MARIN for this time period is $27,084.00.

c. From approximately October 23, 2019 and December 22, 2019, Defendants failed to provide Plaintiff JIMENEZ with the statutory rest period on approximately 52 separate days. Consequently, Plaintiff JIMENEZ is owed one hour of pay at $20.00 for each day, or $1,040.00, plus interest thereon, for unpaid rest periods.

d. From approximately December 23, 2019 and February 16, 2020, Defendants failed to provide Plaintiff JIMENEZ with the statutory rest period on approximately 46 separate days. Consequently, Plaintiff JIMENEZ is owed one hour of pay at $22.00 for each day, or $1,012.00, plus interest thereon, for unpaid rest periods.

e. From approximately February 17, 2020 and November 28, 2021, Defendants failed to provide Plaintiff JIMENEZ with the statutory rest period on approximately 535 separate days. Consequently, Plaintiff JIMENEZ is owed one hour of pay at $25.00 for each day, or $13,375.00, plus interest thereon, for unpaid rest periods.

f. From approximately November 29, 2021 and December 27, 2022, Defendants failed to provide Plaintiff JIMENEZ with the statutory rest period on approximately 322 separate days. Consequently, Plaintiff JIMENEZ is owed one hour of pay at $28.00 for each day, or $9,016.00, plus interest thereon, for unpaid rest periods.

61. Thus, the total missed rest period compensation owing Plaintiff JIMENEZ for this time period is $24,443.00.

62. Plaintiffs have been deprived of Plaintiffs' rightfully earned compensation for rest breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

63. Thus, for the entirety of the time periods set forth above, Plaintiff MARIN is entitled to recover such amounts in the combined amount of $27,084.00 and Plaintiff JIMENEZ is entitled to recover

such amounts in the combined amount of $24,443.00, pursuant to Labor Code §226.7(b), plus interest thereon and costs of suit.

FIFTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS

LABOR CODE §§226 ET SEQ.

AGAINST ALL DEFENDANTS

64. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

65. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or, for those violations occurring within the one year immediately preceding the filing of a complaint pursuant to this section, $50.00 in civil penalties for the initial pay period in which a violation occurred, and $100.00 per employee for each subsequent pay period, up to a statutory maximum of $4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

66. At all relevant times, Defendants failed to provide the Plaintiffs with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiffs, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff. Not one of the paystubs that Plaintiffs received complied with Labor Code §226, and contained almost none of the required information, including hours actually worked.

67. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code §226.

68. This failure has injured Plaintiffs, by misrepresenting and depriving Plaintiffs of hour, wage, and earnings information to which Plaintiffs are entitled, causing Plaintiffs difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiffs not to be paid wages Plaintiffs are

entitled to, causing Plaintiffs to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiffs' right under Labor Code §226(b) to review itemized wage statement information by inspecting the employer's underlying records, and deceiving Plaintiffs regarding Plaintiffs' entitlement to overtime and rest period wages.

69. Plaintiffs were paid on a bi-weekly basis, and therefore Defendants violated Labor Code §226 approximately 10 times during the one year preceding the filing of this complaint. Consequently, Defendants are liable to Plaintiffs for Plaintiffs' actual damages, or penalties up to the statutory maximum amount of $4,000.00 to each Plaintiff MARIN and JIMENEZ for a total of $8,000.00, whichever is greater.

70. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other applicable provisions, as well as attorneys' fees and costs.

SIXTH CAUSE OF ACTION
FOR WAITING TIME PENALTIES
LABOR CODE §§201-203
AGAINST ALL DEFENDANTS

71. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

72. At all relevant times, Defendants failed to pay all of the Plaintiff's accrued wages and other compensation due immediately upon termination or within 72 hours of resignation, as required. These wages refer to, at a minimum, unpaid minimum wages, overtime compensation, and rest period compensation that Defendants should have paid, but did not pay to Plaintiffs during the term of Plaintiffs' employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

73. As alleged herein, Plaintiffs are not exempt from the requirements of Labor Code §§201-203.

74. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiffs are entitled to payment of Plaintiffs' overtime and rest periods as previously pleaded herein,

and more than $10,500.00 in wait time penalties, calculated based on 30 days of Plaintiffs' daily wage rate of $350.00, inclusive of overtime.

75. Based on Defendants' conduct as alleged herein, Defendants are liable for $10,500.00 to each Plaintiff MARIN and JIMENEZ for a total of $21,000.00 in statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys' fees and costs.

SEVENTH CAUSE OF ACTION

FOR PRIVATE ATTORNEY GENERAL ACT

LABOR CODE §2699

AGAINST ALL DEFENDANTS

76. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

77. Under Labor Code §2699, Plaintiffs, as aggrieved employees, may bring an action against Defendants, on behalf of themselves and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

78. Plaintiffs were aggrieved employees within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiffs, as previously pleaded in this Complaint.

79. On August 3, 2023, more than 65 calendar days before filing this Complaint, Plaintiffs provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). These violations included Labor Code §§201, 202, 226, 226.7, 510, 1182.12, 1194, 1194.2, and 1197, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

80. As of the filing of this Complaint, Plaintiffs have not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

81. As a direct and proximate result of Defendants' California Labor Code violations as set forth in this Complaint, Plaintiffs are entitled to civil penalties of $100 for each aggrieved employee per pay period for initial violation of each Labor Code section pleaded above and occurring within the year immediately preceding the filing of the Complaint, and $200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly providing for a penalty 201-202, 204, 1174/226, 226.7, 510, 1194/1197.

82. These penalties recoverable for Plaintiff MARIN, for each of the violations occurring within the calendar year immediately preceding the filing of this Complaint, total approximately $17,100.00. Plaintiff MARIN may also seek these same penalties on behalf of all other aggrieved employees.

83. These penalties recoverable for Plaintiff JIMENEZ, for each of the violations occurring within the calendar year immediately preceding the filing of this Complaint, total approximately $8,100.00. Plaintiff JIMENEZ may also seek these same penalties on behalf of all other aggrieved employees.

84. Plaintiffs are also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties, pursuant to Labor Code §§2699(g)(1)-(i).

EIGHTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.

AGAINST ALL DEFENDANTS

85. Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as though set forth in full herein.

86. Defendants' violations of 8 Code of Regulations §11160, Industrial Welfare Commission Order No. 16-2001, Labor Code §§201-203, 226, 226.7, 510, 1182.12, 1194, 1194.2, 1197, 2699, and other applicable provisions, as alleged herein, including Defendants' failure and refusal to pay minimum wages, overtime wages, Defendants' failure to provide rest breaks, Defendants' failure to provide timely and accurate wage and hour statements, Defendants' failure to pay compensation due in a timely manner

upon termination or resignation, and Defendants' failure to maintain complete and accurate payroll records for the Plaintiffs, constitute unfair business practices in violation of Business & Professions Code §§17200, et seq.

87. As a result of Defendants' unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the public. Defendants should be made to disgorge their ill-gotten gains and restore such monies to Plaintiff.

88. Defendants' unfair business practices entitle Plaintiff to seek preliminary and permanent injunctive relief, including but not limited to orders that the Defendants account for, disgorge, and restore to the Plaintiff the overtime compensation and other monies and benefits unlawfully withheld from Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff seeks judgment against Defendants and each of them, in an amount according to proof as follows:

89. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12, 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 16-2001, in the amount of no less than $41,310.00 for Plaintiff MARIN and $38,760.00 for Plaintiff JIMENEZ;

90. For liquidated damages pursuant to Labor Code §1194.2 in the amount of $41,310.00 for Plaintiff MARIN and $38,760.00 for Plaintiff JIMENEZ, plus interest;

91. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194, Industrial Welfare Commission Order No. 16-2001, and 8 Code of Regulations §11160, in the amount of no less than $77,469.00 for Plaintiff MARIN and $68,569.50 for Plaintiff JIMENEZ, above and beyond the minimum wages sought in the preceding cause of action for these same hours;

92. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less than $950.00 for each Plaintiff, or $1,900.00 combined;

93. For payment of rest period compensation pursuant to Labor Code §226.7 in the amount of no less than $27,084.00 for Plaintiff MARIN and $24,443.00 for Plaintiff JIMENEZ;

94. For damages pursuant to Labor Code §226 in the amount of no less than $4,000.00 for each Plaintiff, or $8,000.00 combined;

95. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less than $10,500.00 for each Plaintiff, or $21,000 combined;

96. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than $17,100.00 on Plaintiff MARIN's behalf, $8,100.00 on Plaintiff JIMENEZ's behalf, and similar amounts on behalf of all of Defendants' aggrieved employees;

97. For prejudgment interest on each of the foregoing at the legal rate from the date the obligation became due through the date of judgment in this matter.

WHEREFORE, Plaintiff further seeks judgment against Defendants, and each of them, in an amount according to proof, as follows:

98. For injunctive relief compelling Defendants to report to federal and state authorities wages earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all this in an amount according to the proof;

99. For restitutionaiy disgorgement of profits garnered as a result of Defendants' unlawful conduct, misclassification of Plaintiff as an independent contractor, and failure to pay wages and other compensation in accordance with the law;

100. For costs of suit, attorneys' fees, and expert witness fees pursuant to theLabor Code and/or any other basis;

101. For post-judgment interest; and

102. For any other relief that is just and proper.

DATED: October 31, 2023

LAW OFFICES OFHAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By: ______________________
Ramin R. Younessi, Esq.
Attorney for Plaintiffs
ERICK MARIN AND JORGE JIMENEZ

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JURY TRIAL DEMANDED

Plaintiff demands trial of all issues by jury.

DATED: October 31, 2023

LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION

By: ______________________________
R4min R. Younessi, Esq.
Attorney for Plaintiffs
ERICK MARIN AND JORGE JIMENEZ