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FLORENTINO M. GUTIERREZ, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

FLORENTINO M. GUTIERREZ, on behalf of
himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

CALIFORNIA HOME BUILDERS &
DESIGN, INC., a California corporation;
SIMON KREK, an individual; and DOES 1 to
25, inclusive,

Defendant(s).

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Case #26CV497918

Case No.: 26CV497918

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff, FLORENTINO M. GUTIERREZ (hereafter “Plaintiff”), on behalf of himself
2 and all others similarly situated, complains and alleges as follows:

3 **I.INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 16-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against CALIFORNIA
7 HOME BUILDERS & DESIGN, INC., a California corporation; SIMON KREK, an
8 individual; and DOES 1 to 25, inclusive (collectively “CALIFORNIA HOME BUILDERS” or
9 “Defendants”).

10 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
11 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
12 related relief. These claims are based on Defendants’ failures to:

13 (A) Pay all wages, including minimum, regular, overtime and doubletime
14 wages, earned for all hours worked at the correct rates of pay;

15 (B) Provide all meal periods;

16 (C) Authorize and permit all rest breaks;

17 (D) Pay premium wages for unprovided meal periods;

18 (E) Pay premium wages for unprovided rest breaks;

19 (F) Indemnify for necessary work-related expenditures;

20 (G) Issue only accurate and complete itemized wage statements; and

21 (H) Timely pay wages during and upon termination of employment.

22 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
23 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

24 **II.THE PARTIES**

25 3. Plaintiff FLORENTINO M. GUTIERREZ is a resident of California. At all
26 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11160 and an “Aggrieved Employee” within the meaning of Labor Code
28

1 Section 2699(c).

2 4. Defendant CALIFORNIA HOME BUILDERS & DESIGN, INC. is and was a
3 corporation organized and existing under the laws of California, with its principal place of
4 business located at 1775 Junction Avenue, San Jose, CA 95112, and is a citizen of California
5 based on Plaintiff's information and belief. At all relevant times, CALIFORNIA HOME
6 BUILDERS operated a construction business and employed Plaintiff as a laborer at its job
7 sites in Santa Clara County, California.

8 5. Defendant SIMON KREK is a citizen of California based on Plaintiff's
9 information and belief.

10 6. In relevant part, Labor Code section 558.1 states:

11 (a) Any employer or other person acting on behalf of an employer,
12 who violates, or causes to be violated, any provision regulating
13 minimum wages or hours and days of work in any order of the
14 Industrial Welfare Commission, or violates, or causes to be violated,
Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable
as the employer for such violation.

15 7. Based on Plaintiff's information and belief, Defendant SIMON KREK is a
16 natural person, and an owner, director, officer, and/or managing agent of CALIFORNIA
17 HOME BUILDERS & DESIGN, INC., who directly or indirectly, or through his agent,
18 employed or exercised control over the wages, hours, or working conditions of Plaintiff and
19 the Class (defined below). Therefore, he is liable to Plaintiff and the Class for his violations of,
20 or causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802
21 pursuant to Labor Code section 558.1.

22 8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
23 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
24 is informed and believes and thereon alleges that said defendants are legally responsible for the
25 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
26 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
27 defendants when ascertained.

28 9. Plaintiff is informed and believes and thereon alleges that, at all relevant times

1 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
2 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
3 and scope of such agency or employment, and with the approval and ratification of each of the
4 other Defendants.

5 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
6 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
7 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
8 Members or otherwise complying with their rights in accordance with applicable California
9 labor laws as alleged herein.

10 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
11 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
12 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
13 below-described class in accordance with applicable laws as alleged herein.

14 **III. CLASS ALLEGATIONS**

15 12. This action has been brought and may be maintained as a class action pursuant
16 to California Code of Civil Procedure section 382 because there is a well-defined community
17 of interest among the persons who comprise the readily ascertainable class defined below and
18 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
19 as a class action.

20 13. **Class Definition:** The Class is defined as follows: All persons Defendants
21 employed in California as hourly, non-exempt employees, at any time during the period
22 beginning four years prior to the filing of this action and ending on the date that final judgment
23 is entered in this action (“Class” or “Class Members”).

24 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
25 the right to amend or modify the class definition with greater specificity, by further division
26 into subclasses and/or by limitation to particular issues.

27 15. **Numerosity:** The Class Members are so numerous that the individual joinder
28

1 of each individual Class Member is impractical. While Plaintiff does not currently know the
2 exact number of Class Members, Plaintiff is informed and believes that the actual number
3 exceeds the minimum required for numerosity under California laws.

4 16. **Commonality and Predominance:** Common questions of law and fact exist as
5 to all Class Members and predominate over any questions which affect only individual Class
6 Members. These questions include, but are not limited to:

7 A. Whether Defendants failed to pay all wages earned to Class Members for
8 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
9 meal period premium and rest period premium wages;

10 B. Whether Defendants failed to provide the Class Members with all meal
11 periods in compliance with California law;

12 C. Whether Defendants failed to authorize and permit the Class Members to
13 take all rest periods in compliance with California law;

14 D. Whether Defendants failed to indemnify the Class Members for the
15 reasonable expenses they incurred during the course of performing their duties;

16 E. Whether Defendants knowingly and intentionally failed to provide the
17 class with accurate and complete itemized wage statements;

18 F. Whether Defendants willfully failed to provide the class with timely
19 wages during and upon termination of employment;

20 G. Whether Defendants engaged in unfair competition within the meaning of
21 Business and Professions Code sections 17200, et seq., with respect to the Class; and

22 H. Whether Class Members are entitled to restitution of money or property
23 that Defendants may have acquired from them through alleged Labor Code violations.

24 17. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
25 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
26 practice, or lack thereof, which resulted in Defendants failing to comply with the California
27 Labor Code, the Wage Order, and the Business and Professions Code.

1 18. **Adequacy of Class Representative:** Plaintiff is an adequate class
2 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
3 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action
4 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
5 interests of Class Members.

6 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
7 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
8 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
9 on behalf of Plaintiff and absent Class Members.

10 20. **Superiority:** A class action is vastly superior to other available means for fair
11 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
12 the Court. Class action treatment will allow a number of similarly situated persons to
13 simultaneously and efficiently prosecute their common claims in a single forum without the
14 unnecessary duplication of effort and expense that numerous individual actions would entail.
15 In addition, the monetary amounts due to many individual Class Members are likely to be
16 relatively small and would thus make it difficult, if not impossible, for individual Class
17 Members to both seek and obtain relief. Moreover, a class action will serve an important
18 public interest by permitting Class Members to effectively pursue the recovery of monies
19 owed to them. Further, a class action will prevent the potential for inconsistent or
20 contradictory judgments inherent in individual litigation.

21 **IV. STATEMENT OF FACTS**

22 21. The Wage Order applies to "all job classifications associated with construction,
23 including but not limited to work involving alteration, demolition, building, excavation,
24 renovation, remodeling, maintenance, improvement, and repair work, by the California
25 Business and Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any other
26 similar or related occupations or trades. (§ 2(C)). At all relevant times during the applicable
27 limitations period, CALIFORNIA HOME BUILDERS, Plaintiff, and the Class Members were
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1 covered by the Wage Order because Plaintiff and the Class Members worked for
2 CALIFORNIA HOME BUILDERS as laborers and in similar occupations associated with
3 construction. Accordingly, Plaintiff and the Class Members are entitled to the protections
4 provided under the Wage Order.

5 22. CALIFORNIA HOME BUILDERS first began to employ Plaintiff as a laborer
6 approximately 18 years ago. At all relevant times, CALIFORNIA HOME BUILDERS issued
7 wages to Plaintiff and all of the other Class Members on a semi-monthly basis and paid them
8 by the hour. At all relevant times, CALIFORNIA HOME BUILDERS classified Plaintiff and
9 all of the other Class Members as non-exempt employees entitled to the protections of the
10 Labor Code and the Wage Order. Plaintiff generally worked Monday through Friday, from
11 approximately 8:00 a.m. to 4:00 p.m. Plaintiff's latest hourly rate of pay was approximately
12 \$17.00 per hour. Plaintiff's employment ended on or around April/May 2025.

13 23. CALIFORNIA HOME BUILDERS failed to pay Plaintiff and the other Class
14 Members for all time worked or subject to its control. This is so because the company had a
15 policy of rounding down the number of hours worked, resulting in "time shaving." Plaintiff
16 would also consistently receive calls and text messages from management, including foreman
17 David (last name unknown), with work instructions and addresses for job sites before the start
18 of his shifts or after his shifts had already ended. CALIFORNIA HOME BUILDERS did not
19 compensate Plaintiff for this off-the-clock work. In addition, CALIFORNIA HOME
20 BUILDERS never paid Plaintiff or the Class Members the premium wages owed for
21 noncompliant meal and rest periods, which constitute wages earned but never paid.

22 24. Plaintiff's and the Aggrieved Employees' actual work hours, which included
23 the "off the clock" work as described above, entitled them to overtime; however, it was not
24 company policy to keep accurate track of all hours worked and to pay employees the accurate
25 amount of overtime, especially since the "off the clock" work was not factored into the
26 equation. Moreover, CALIFORNIA HOME BUILDERS did not properly compensate Plaintiff
27 and the Class Members at one and one-half (1.5) times their regular rate of pay for overtime
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1 hours worked in excess of eight (8) hours in a day or forty (40) hours in a week. Furthermore,
2 any incentive payments and/or bonus payments were not factored into employees' regular rate
3 of pay for purposes of deciphering the correct overtime rate of pay. In addition, any bonus
4 and/or incentive payments were not factored into the correct meal and rest break premium pay
5 per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

6 25. CALIFORNIA HOME BUILDERS failed to provide all compliant meal
7 periods and authorize and permit all compliant rest periods to which Plaintiff and the other
8 Class Members were entitled. Due to the workload and pressure from management, Plaintiff
9 and the other Class Members would not be able to take timely, uninterrupted meal periods
10 before the fifth (5th) hour worked. On information and belief, CALIFORNIA HOME
11 BUILDERS did not keep track of Plaintiff's and the Aggrieved Employees' meal periods. Per
12 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially
13 show that an employee took a compliant meal period, a rebuttable presumption arises that the
14 employer failed to provide it, giving rise to a meal period violation. Similarly, CALIFORNIA
15 HOME BUILDERS did not authorize and permit Plaintiff and the other Class Members to
16 take all compliant rest breaks. On information and belief, CALIFORNIA HOME BUILDERS
17 did not provide premium wages for these meal and rest period violations; if CALIFORNIA
18 HOME BUILDERS did provide premium wages, they were not paid at the correct rate, as
19 explained above.

20 26. CALIFORNIA HOME BUILDERS failed to reimburse Plaintiff and the other
21 Class Members for business expenses they incurred in direct consequence of the discharge of
22 their duties. CALIFORNIA HOME BUILDERS required Plaintiff and the other Class
23 Members to use their own personal mobile phones to communicate with management
24 concerning work matters and to drive their own personal vehicles to job sites. However,
25 CALIFORNIA HOME BUILDERS did not reimburse Plaintiff and the other Class Members
26 for these mobile phone and gas/mileage expenses. Accordingly, CALIFORNIA HOME
27 BUILDERS was in violation of California Labor Code sections 2800 and 2802.

1 27. CALIFORNIA HOME BUILDERS failed to pay its employees all wages due
2 to them within any time period specified by California Labor Code section 204, including the
3 minimum wages and overtime as described above as well as meal and rest break premiums.

4 28. Moreover, CALIFORNIA HOME BUILDERS failed to provide paid sick leave
5 to Plaintiff and the other Class Members in violation of Labor Code sections 233 and 246.
6 CALIFORNIA HOME BUILDERS also failed to provide Plaintiff and all of the other Class
7 Members with an itemized wage statement or separate writing that set forth the amount of paid
8 sick leave available.

9 29. CALIFORNIA HOME BUILDERS did not provide Plaintiff and the other
10 Class Members accurate, itemized wage statements. Wage statements must include, among
11 other things, the correct legal name and address of the employer entity, gross wages earned,
12 total hours worked, all applicable hourly rates and the corresponding number of hours worked
13 at each rate, and net wages earned. Labor Code §§ 226(a)(1), (2), (5), (9). CALIFORNIA
14 HOME BUILDERS issued wage statements that failed to accurately reflect the correct legal
15 name of the employer, total hours worked, gross and net wages earned, and the number of
16 hours worked at each hourly rate because of CALIFORNIA HOME BUILDERS's failure to
17 properly pay wages as explained herein. CALIFORNIA HOME BUILDERS's failure to
18 maintain accurate records as to the hours worked daily by employees also constitutes a
19 violation of Labor Code section 1174(d).

20 30. Finally, because CALIFORNIA HOME BUILDERS did not properly pay all
21 wages earned as explained herein, CALIFORNIA HOME BUILDERS also failed to pay final
22 wages owed to Plaintiff and the other Class Members in violation of Labor Code section 203.
23 These earned but unpaid wages include minimum wages and compensation for all hours
24 worked, overtime compensation, premium pay for missed meal and rest breaks, and business
25 expense reimbursement, among others.

26 31. CALIFORNIA HOME BUILDERS has also violated Labor Code section 558
27 and engaged in business practices which violate Business and Professions Code Section
28

1 17200.

2 32. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
3 unlawful practices and policies, Plaintiff and the Class Members were:

- 4 A. Not provided with all off duty meal periods;
- 5 B. Not authorized and permitted to take all rest break periods;
- 6 C. Not paid one hour's pay for each workday in which Defendants failed to
7 authorize and permit them to take one or more timely rest periods;
- 8 D. Not paid one hour's pay for each workday in which Defendants failed to
9 provide them with one or more timely meal periods;
- 10 E. Not paid all wages earned, including, but not limited to, minimum,
11 regular, overtime, and doubletime wages for work performed while clocked out;
- 12 F. Not indemnified for all necessary business expenditures incurred during
13 the discharge of their duties;
- 14 G. Not provided with paid sick leave and statement or separate writing that
15 set forth the amount of paid sick leave available;
- 16 H. Not provided with accurate and complete wage statements; and
- 17 I. Not timely paid all earned and unpaid wages during employment and at
18 the time their employment ended.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

21 **AT THE CORRECT RATES OF PAY**

22 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

23 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

24 33. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

25 34. At all relevant times, Plaintiff and the Class Members have been employees of
26 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
27 1197, and 1198, and the Wage Order.

1 35. Section 2(H) of the Wage Order defines “hours worked” as “the time during
2 which an employee is subject to the control of an employer, and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so.”

4 36. Section 3 of the Wage Order states:

5 (A) Daily Overtime - General Provisions

6 (1) The following overtime provisions are applicable to
7 employees 18 years of age or over and to employees 16 or
8 17 years of age who are not required by law to attend
9 school and are not otherwise prohibited by law from
10 engaging in the subject work. Such employees shall not
11 be employed more than eight (8) hours in any workday or
12 more than 40 hours in any workweek unless the employee
13 receives one and one-half (1 ½) times such employee’s
14 regular rate of pay for all hours worked over 40 hours in
15 the workweek. Eight (8) hours of labor constitutes a day’s
16 work. Employment beyond eight (8) hours in any
17 workday or more than six (6) days in any workweek is
18 permissible provided the employee is compensated for
19 such overtime at not less than:

20 (a) One and one-half (1 ½) times the employee’s
21 regular rate of pay for all hours worked in excess
22 of eight (8) hours up to and including 12 hours in
23 any workday, and for the first eight (8) hours
24 worked on the seventh (7th) consecutive day of
25 work in a workweek.

26 (b) Double the employee’s regular rate of pay for
27 all hours worked in excess of 12 hours in any
28 workday and for all hours worked in excess of
eight (8) hours on the seventh (7th) consecutive
day of work in a workweek.

(c) The overtime rate of compensation required to
be paid to a nonexempt full-time salaried
employee shall be computed by using the
employee’s regular hourly salary as one-fortieth
(1/40) of the employee’s weekly salary.

37. Section 4 of the Wage Order requires an employer to pay non-exempt employees
at least the minimum wage set forth therein for all hours worked, which consist of all hours that

1 an employer has actual or constructive knowledge that employees are working.

2 38. Labor Code section 510 states:

3 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
4 in one workday and any work in excess of 40 hours in any one workweek and
5 the first eight hours worked on the seventh day of work in any one workweek
6 shall be compensated at the rate of no less than one and one-half times the
7 regular rate of pay for an employee. Any work in excess of 12 hours in one day
8 shall be compensated at the rate of no less than twice the regular rate of pay for
9 an employee. In addition, any work in excess of eight hours on any seventh day
10 of a workweek shall be compensated at the rate of no less than twice the regular
11 rate of pay of an employee. Nothing in this section requires an employer to
12 combine more than one rate of overtime compensation in order to calculate the
13 amount to be paid to an employee for any hour of overtime work.

14 39. California Labor Code § 1194 invalidates any agreement between an employer
15 and an employee to work for less than the minimum wage required under the applicable Wage
16 Order.

17 40. California Labor Code § 1197 makes it unlawful for an employer to pay an
18 employee less than the minimum wage required under the applicable Wage Order for all hours
19 worked during a payroll period.

20 41. California Labor Code § 1198 makes it unlawful for an employer to employ an
21 employee under conditions that violate the Wage Order.

22 42. In conjunction, these provisions of the California Labor Code require employers
23 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
24 for all hours worked, including unrecorded hours when the employer knew or reasonably should
25 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
26 *Co.* (2000) 22 Cal.4th 575, 585.)

27 43. With respect to overtime wages, the regular rate of pay under California law
28 must include "all remuneration for employment paid to, on behalf of, the employee." O.L.
2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
904–05. Bonuses must be included in the regular rate whether they are the sole source of the

1 employee's compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
2 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

3 44. As described above, at all relevant times during the applicable limitations
4 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
5 including, but not limited to minimum, regular, overtime and doubletime wages for all
6 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
7 correct rates of pay.

8 45. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
9 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
10 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
11 rates of pay as required by California law.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PROVIDE REST BREAKS**

14 **(Lab. Code §§ 226.7 and 1198)**

15 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

16 46. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 47. At all relevant times during the applicable limitations period, Plaintiff and the
18 Class Members have been employees of Defendants and entitled to the benefits and
19 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

20 48. In relevant part, Labor Code § 1198 states,

21 "The maximum hours of work and the standard conditions of labor
22 fixed by the commission shall be the maximum hours of work and the
23 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful."

24 49. In relevant part, Section 12 of the Wage Order states:

25 **Rest Periods:**

26 (A) Every employer shall authorize and permit all employees to
27 take rest periods, which insofar as practicable shall be in the
28 middle of each work period. The authorized rest period time
shall be based on the total hours worked daily at the rate of ten

(10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

50. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

51. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

52. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

53. At all relevant times, Defendants failed to authorize and permit Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize and permit Plaintiff and the other Class Members to take timely rest periods.

1 54. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
2 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
3 major fraction thereof. Defendants did not seek an exemption from the rest period protections
4 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
5 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
6 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
7 major fraction thereof.

8 55. Plaintiff is informed and believes and thereon alleges that, at all relevant times
9 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
10 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
11 Members to take all rest breaks required by California law.

12 56. Defendants failed to provide Plaintiff with all required rest breaks in
13 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
14 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
15 lack of a policy which resulted in Defendants not providing the Class Members with all rest
16 breaks required by California law.

17 57. Defendants failed to pay Plaintiff the additional wages required by California
18 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
19 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
20 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
21 providing the Class Members with additional wages for all rest breaks not provided to them as
22 required by California Labor Code § 226.7.

23 58. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
24 have suffered damages in amounts subject to proof to the extent they were not paid additional
25 wages owed for all rest breaks not provided to them.

26 59. By reason of the above, Plaintiff and the Class Members are entitled to
27 premium wages for workdays in which one or more rest breaks were not provided to them
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1 pursuant to California Labor Code § 226.7.

2 **THIRD CAUSE OF ACTION**

3 **FAILURE TO PROVIDE MEAL PERIODS**

4 **(Lab. Code §§ 226.7, 512, and 1198)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 60. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 61. At all relevant times during the applicable limitations period, Plaintiff and the
8 Class Members have been employees of Defendants and entitled to the benefits and
9 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

10 62. In relevant part, Labor Code § 1198 states,

11 “The maximum hours of work and the standard conditions of labor
12 fixed by the commission shall be the maximum hours of work and the
13 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

14 63. In relevant part, Labor Code Section 512 states

15 “An employer may not employ an employee for a work period of more
16 than five hours per day without providing the employee with a meal
17 period of not less than 30 minutes, except that if the total work period
18 per day of the employee is no more than six hours, the meal period may
19 be waived by mutual consent of both the employer and employee. An
20 employer may not employ an employee for a work period of more than
21 10 hours per day without providing the employee with a second meal
period of not less than 30 minutes, except that if the total hours worked
is no more than 12 hours, the second meal period may be waived by
mutual consent of the employer and the employee only if the first meal
period was not waived.”

22 64. In relevant part, Section 11 of the Wage Order states:

23 **Meal Periods:**

24 (A) No employer shall employ any person for a work period of more
25 than five (5) hours without a meal period of not less than 30
26 minutes, except that when a work period of not more than six (6)
27 hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee...

28 (D) If an employer fails to provide an employee a meal period in

accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

65. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

66. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

67. As described above, Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class Members with timely meal periods.

68. Plaintiff is informed and believes and thereon alleges that, at all relevant times within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy which resulted in Defendants not providing Plaintiff and the Class Members with all timely and off-duty meal periods required by California law.

69. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in amounts subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

70. By reason of the above, Plaintiff and the Class Members are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO INDEMNIFY

(Lab. Code §§ 1198 & 2802)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

71. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

72. At all relevant times, Plaintiff and the Class Members were employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

73. In pertinent part, California Labor Code § 2802(a) states: “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

(A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

(B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the particular trade or craft in conformity with Labor Code Section 2802.

Wage Order, § 9(A) and (B).

74. California Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

75. As described above, at all relevant times, Defendants required Plaintiff and the Class Members to incur certain business expenses in the course of performing their duties, including but not limited to the use of their own personal vehicles to travel to job sites and their own personal mobile phones to communicate with management concerning work matters. However, Defendants did not reimburse Plaintiff and the Class Members for their gas, mileage, and mobile phone expenses.

76. Plaintiff is informed and believes and thereon alleges that, at all relevant times, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred during the course of performing their duties.

77. Accordingly, with respect to this cause of action, on behalf of himself and the Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys' fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(California Labor Code Section 226)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

78. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

79. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

1 D. All deductions, provided that all deductions made on written orders of the
2 Employee may be aggregated and shown as one item;

3 E. Net wages earned;

4 F. The inclusive dates of the period for which the employee is paid;

5 G. The name of the employee and his or her social security number, except
6 that by January 1, 2008, only the last four digits of his or her social security number or an
7 employee identification number other than a social security number may be shown on the
8 itemized statement;

9 H. The name and address of the legal entity that is the employer; and

10 I. All applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate by the employee.

12 80. Pursuant to California Labor Code § 226, an employee is deemed to suffer
13 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
14 suffer injury if the employer fails to provide accurate and complete information as required by
15 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
16 from the wage statement alone one or more of the following:

17 A. The amount of the gross wages or net wages paid to the employee during
18 the pay period or any of the other information required to be provided on the itemized wage
19 statement pursuant to California Labor Code § 226(a);

20 B. Which deductions the employer made from gross wages to determine the
21 net wages paid to the employee during the pay period;

22 C. The name and address of the employer and, if the employer is a farm
23 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
24 name and address of the legal entity that secured the services of the employer during the pay
25 period;

26 D. The name of the employee and only the last four digits of his or her social
27 security number or an employee identification number other than a social security number; and
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1 E. The number of piece-rate units earned and the piece rate.

2 81. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
3 means a reasonable person would be able to readily ascertain the information without
4 reference to other documents or information.

5 82. As alleged herein, at all relevant times during the applicable limitations period,
6 Defendants violated California Labor Code section 226 because it did not properly and
7 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
8 worked, the corresponding number of hours worked at each rate by the employee and other
9 requirements of California Labor Code section 226. Defendants failed to state in the wage
10 statements they issued to Plaintiff and the other Class Members all their hours worked and
11 wages earned, including, but not limited to, regular and overtime wages for work they
12 performed off-the-clock after clocking-out (as described above). Defendants knowingly and
13 intentionally did not issue either as a detachable part of the check, draft, or voucher paying the
14 employee’s wages, or separately if wages are paid by personal check or cash, statements to
15 Plaintiff and the Class Members that state all overtime wages earned, all minimum wages
16 earned, all regular wages earned, all meal period premium wages earned, all rest break
17 premium wages earned, gross wages earned, net wages earned, all hourly rates, and all hours
18 worked at each rate of pay.

19 83. Defendants’ failure to provide Plaintiff and the other Class Members with
20 accurate wage statements was knowing and intentional. Defendants had the ability to provide
21 Plaintiff and the other Class Members with accurate wage statements but intentionally
22 provided wage statements that Defendants knew were not accurate.

23 84. As a result of being provided with inaccurate wage statements by Defendants,
24 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
25 accurate wage statements were violated and they were misled about the amount of wages they
26 had actually earned and were owed. In addition, the absence of accurate information on their
27 wage statements prevented immediate challenges to Defendants’ unlawful pay practices, has
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1 required discovery and mathematical computations to determine the amounts of wages owed,
2 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
3 led to the submission of inaccurate information about wages to state and federal government
4 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
5 wage statements whether Defendants complied with their obligations under California Labor
6 Code section 226(a).

7 85. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
8 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
9 period in which a violation of California Labor Code § 226(a) occurred and one hundred
10 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
11 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
12 entitled to an award of costs and reasonable attorneys' fees.

13 **SIXTH CAUSE OF ACTION**
14 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**
15 **(Lab. Code §§ 204)**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 86. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

18 87. California Labor Code Section 204 establishes the fundamental right of all
19 employees in the State of California to be paid wages in a timely fashion for their work.

20 88. At all times relevant during the liability period, Defendants failed to pay
21 Plaintiff and the Class Members the full amount of all owed wages when due as required by
22 California Labor Code Section 204.

23 89. Defendants failed to pay Plaintiff and the Class Members all wages earned each
24 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
25 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
26 Members wages for all hours worked, including overtime hours and premium pay for missed
27 rest breaks and meal breaks.

28 90. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members

1 have suffered damages in an amount, subject to proof, to the extent they were not paid all
2 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
3 but can be determined directly from Defendants' records or indirectly based on information
4 from Defendants' records.

5 91. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
6 Class Members due under the statutes alleged along with any allowable interest, penalties,
7 attorney's fees, and costs according to proof at trial.

8 **SEVENTH CAUSE OF ACTION**

9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(California Labor Code Sections 201-203)**

11 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

12 92. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 93. At all relevant times during the applicable limitations period, Plaintiff and the
14 Class have been employees of Defendants and entitled to the benefits and protections of
15 California Labor Code §§ 201–203, and the Wage Order.

16 94. Labor Code § 201 provides that all earned and unpaid wages of an employee
17 who is discharged are due and payable immediately at the time of discharge.

18 95. Labor Code § 202 provides that all earned and unpaid wages of an employee
19 who quits after providing at least 72-hours notice before quitting are due and payable at the
20 time of quitting and that all earned and unpaid wages of an employee who quits without
21 providing at least 72-hours notice before quitting are due and payable within 72 hours.

22 96. Labor Code § 203 provides that the wages of an employee continue on a daily
23 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
24 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

25 97. Defendants failed to pay Plaintiff and all of the other Class Members whose
26 employment ended all of the earned but unpaid wages described above by the conclusion of
27 their employment with Defendants, including minimum wages, regular wages, overtime
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1 wages, unprovided meal period premium wages, and unprovided rest break premium wages.
2 Additionally, the Defendants failed to issue to Plaintiff and all of the other Class members
3 whose employment ended their final paychecks within the required time periods.

4 98. By failing to pay such earned wages to Plaintiff and the Class Members,
5 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
6 § 201 or § 202.

7 99. Plaintiff is informed and believes that Defendants' failures to timely pay
8 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
9 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
10 practices that violate the requirements of the Labor Code and the Wage Order, even though at
11 all relevant times, they have had the ability to comply with those legal requirements.

12 100. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
13 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
14 penalties for each Class Member.

15 **EIGHTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **(Lab. Code §§ 2698, *et seq.*)**

18 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

19 101. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 102. The "Aggrieved Employees" are all members of the Class defined above who
21 Defendants employed during the period beginning March 16, 2025 and ending on the date that
22 final judgment is entered in this action.

23 103. Labor Code section 1174, which also pertains to recordkeeping, states:

24 Every person employing labor in this state shall

25 ...

26 (c) Keep a record showing the names and addresses of all employees employed
27 and the ages of all minors.
28

1 (d) Keep, at a central location in the state or at the plants or establishments at
2 which employees are employed, payroll records showing the hours worked
3 daily by and the wages paid to, and the number of piece-rate units earned by
4 and any applicable piece rate paid to, employees employed at the respective
5 plants or establishments. These records shall be kept in accordance with rules
6 established for this purpose by the commission, but in any case shall be kept on
7 file for not less than three years. An employer shall not prohibit an employee
8 from maintaining a personal record of hours worked, or, if paid on a piece-rate
9 basis, piece-rate units earned.

10 104. Defendants failed to compensate Plaintiff and all of the other Aggrieved
11 Employees for all hours worked at the correct rates of pay, including all minimum wages
12 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
13 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
14 net wages earned, and related compensation. As a result, Defendants have failed to accurately
15 maintain all records required by section 1174 and the Wage Order, including but not limited to
16 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
17 applicable hourly rates during each payroll period.

18 105. During the applicable time period, Defendants violated California Labor Code
19 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197,
20 1198, and 2802.

21 106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
22 behalf of themselves and other current or former employees, to bring a civil action to recover
23 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

24 107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
25 Members are entitled to recover civil penalties for each of the Defendants' violations of
26 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558,
27 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
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1 following amounts:

2 A. For violations of California Labor Code § 204, one hundred dollars
3 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
4 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
5 established by California Labor Code § 210).

6 B. For violations of California Labor Code § 226(a), two hundred fifty
7 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
8 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
9 established by California Labor Code § 226.3).

10 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
11 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
12 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
13 established by California Labor Code § 558).

14 D. For violations of California Labor Code § 1174, five hundred dollars
15 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
16 California Labor Code § 1174.5).

17 E. For violations of California Labor Code § 1197, one hundred dollars
18 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
19 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
20 per pay period (regardless of whether the initial violations were intentionally committed)
21 (penalty amounts established by California Labor Code § 1197.1).

22 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
23 246, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per
24 pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
25 Employee per pay period for each subsequent violation (penalty amounts established by
26 California Labor Code § 2699(f)(2)).

27 108. Plaintiff has complied with the procedures for bringing suit specified in
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1 California Labor Code § 2699.3. By letter dated March 16, 2026, Plaintiff filed written notice
2 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
3 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
4 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
5 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
6 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
7 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
8 not intend to investigate these allegations.

9 109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
10 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
11 connection with their claims for civil penalties.

12 **NINTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

15 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

16 110. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 111. At all relevant times during the applicable limitations period, Plaintiff and the
18 Class Members have been employees of Defendants and entitled to the benefits and
19 protections of the Business and Professions Code §§ 17200, *et seq.*

20 112. The unlawful conduct of Defendants alleged herein amounts to and constitutes
21 unfair competition within the meaning of California Business & Professions Code §§ 17200,
22 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
23 unfairly gained a competitive advantage over other comparable companies doing business in
24 California that comply with their legal obligations to compensate employees for all earned
25 wages.

26 113. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and
27 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
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1 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
2 meal period premium wages, missed rest period premium wages, mobile phone, mileage, and
3 other business expenses, and comparable money and property.

4 114. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
5 Class Members are entitled to restitution of all monies rightfully belonging to them that
6 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
7 business practices.

8 115. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
9 connection with their unfair competition claims pursuant to California Code of Civil
10 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

11 **V. PRAYER FOR RELIEF**

12 116. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
13 for relief and judgment against Defendants as follows:

14 A. An order that the action be certified as a class action with respect to
15 Plaintiff's claims for violations of California law;

16 B. An order that Plaintiff be appointed class representative;

17 C. An order that counsel for Plaintiff be appointed class counsel;

18 D. Unpaid wages, including minimum, regular, overtime, double-time,
19 missed meal period, and missed rest period wages;

20 E. Reimbursement of all necessary business expenditures incurred by
21 Plaintiff and the Class Members, plus interest, pursuant to Labor Code section 2802;

22 F. Liquidated damages;

23 G. Statutory penalties, including waiting time penalties;

24 H. Civil penalties;

25 I. Restitution;

26 J. Declaratory relief;

27 K. Actual damages;

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- L. Pre-judgment interest;
- M. Costs of suit;
- N. Reasonable attorneys’ fees; and
- O. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: July 14, 2026

MM LAW, APC

By Maralle Messrelia
Maralle Messrelia, Esq.
Attorneys for Plaintiff, FLORENTINO M. GUTIERREZ, and all others similarly situated