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 all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ARMANDO ESQUIVEL, on behalf of
 himself, all others similarly situated, and on
 behalf of the general public,

Plaintiffs,

v.

CAL LIFT, INC. and DOES 1-100,
 Defendants.

Case No. 26STCV08138

**PLAINTIFF'S FIRST AMENDED CLASS
 ACTION COMPLAINT FOR DAMAGES,
 INJUNCTIVE RELIEF, DECLARATORY
 RELIEF, AND RESTITUTION**

- 1) Failure to Pay All Straight Time Wages;
- 2) Failure to Pay All Overtime Wages;
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 4-2001(11); Cal. Code Regs., tit. 8 § 11040);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12); Cal. Code Regs. Title 8 § 11040);
- 5) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);
- 6) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 7) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).
- 8) Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEMAND FOR JURY TRIAL

1 Plaintiff Armando Esquivel (“Plaintiff”), on behalf of himself, all others similarly situated, and on
2 behalf of the general public, complains of Defendant Cal Lift, Inc.. (“Defendant”) and/or DOES
3 and for causes of action and alleges:

4 1. This is a class action pursuant to *California Code of Civil Procedure* section 382 on behalf
5 of Plaintiff and all hourly, non-exempt employees who are presently or were formerly
6 employed by Defendant and/or DOES and/or their subsidiaries or affiliated companies
7 and/or predecessors within the State of California.

8 2. At all times mentioned herein, Defendant and/or DOES have conducted business in Los
9 Angeles County and elsewhere within California.

10 3. At all times mentioned herein, Defendant and/or DOES, within the State of California,
11 have, among other things, employed current and former hourly, non-exempt employees.

12 4. Throughout the time period that includes the four (4) years prior to filing this action to the
13 present (the “Statutory Period”), Defendant and/or DOES have maintained uniform
14 policies that violate the wage and hour rights of Plaintiff and similarly situated hourly, non-
15 exempt employees in the manner complained of herein.

16 5. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
17 and/or practice of not paying Plaintiff and similarly situated hourly, non-exempt employees
18 all wages owed.

19 6. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy of
20 requiring hourly, non-exempt employees within the State of California, including Plaintiff,
21 to work through meal periods and work at least five (5) hours without a meal period and
22 failing to pay such employees one (1) hour of pay at the employees’ regular rate of
23 compensation for each workday that the meal period is not provided, or other
24 compensation, as required by California’s state wage and hour laws.

25 7. Throughout the Statutory Period, Defendant and/or DOES did not have a policy of allowing
26 Plaintiff and similarly situated hourly, non-exempt employees working shifts of ten (10) or
27 more hours in a day to take a second meal period of not less than thirty (30) minutes as
28 required by the applicable Wage Order of the IWC.

- 1 8. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy of
2 requiring hourly, non-exempt employees within the State of California, including Plaintiff,
3 to work over ten (10) hours without providing an additional, uninterrupted meal period of
4 thirty (30) minutes and failing to pay such employees one (1) hour of pay at the employees'
5 regular rate of compensation for each workday that the meal period is not provided, or
6 other compensation, as required by California's state wage and hour laws.
- 7 9. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
8 and/or practice of requiring hourly non-exempt employees within the State of California,
9 including Plaintiff, to work for over four (4) hours, or a major fraction thereof, without a
10 ten (10) minute rest period, and failing to pay such employees one (1) hour of pay at the
11 employees' regular rate of compensation for each workday that the rest period is not
12 provide, or other compensation, as required by California's state wage and hour laws.
- 13 10. Throughout the Statutory Period, Defendant and/or DOES failed to provide Plaintiff and
14 Class Members with all wages they had been promised.
- 15 11. Throughout the Statutory Period, Defendant and/or DOES, by failing to lawfully pay
16 Plaintiff and those similarly situated all the wages they are owed, engaged in false, unfair,
17 fraudulent and deceptive business practices within the meaning of the Business and
18 Professions Code section 17200, et seq.
- 19 12. Throughout the Statutory Period, Defendant's and/or DOES' employees, including
20 Plaintiff and those similarly situated were not provided all straight time and minimum
21 wages owed, meal periods and rest periods, or compensation in lieu thereof, as mandated
22 under the California Labor Code, and the implementing rules and regulations of the
23 Industrial Welfare Commissions ("IWC") California Wage Orders.
- 24 13. Throughout the statutory period, Defendant's and/or DOES' hourly non-exempt
25 employees, including Plaintiff, were not provided with accurate and itemized employee
26 wage statements.
- 27 14. Defendant and/or DOES failed to comply with Labor Code section 226, subdivision (a),
28 by itemizing in wage statements all hourly compensation and accurately reporting total

- 1 hours worked by Plaintiff and the members of the proposed class. Plaintiff and members
2 of the proposed class are entitled to penalties not to exceed \$4,000 for each employee
3 pursuant to Labor Code section 226(b).
- 4 15. Defendant and/or DOES have failed to comply with IWC Wage Order 5-2001(7) by failing
5 to maintain accurate time records showing hourly compensation, when the employee
6 begins and ends each workday and total daily hours worked by itemizing in wage
7 statements and accurately reporting total hours worked by Plaintiff and members of the
8 proposed class.
- 9 16. Defendant's and/or DOES' failure to retain accurate records of total hours worked by
10 Plaintiff and the proposed class was willful and deliberate, was a continuous breach of
11 Defendant's and/or DOES' duty owed to Plaintiff and the proposed class.
- 12 17. Throughout the statutory period, Defendant's and/or DOES' employees, including Plaintiff
13 those similarly situated, were not timely paid all wages owed to them at the time of
14 termination.
- 15 18. Defendant and/or DOES are and were aware that Plaintiff and members of the proposed
16 class were not paid all straight time and minimum wages owed, nor provided meal and rest
17 periods. Defendant's and/or DOES' denial of wages and other compensation due to
18 Plaintiff and members of the proposed class was willful and deliberate.
- 19 19. Defendant and/or DOES, each and collectively, controlled the wages, hours, and working
20 conditions of Plaintiff and the proposed class, creating a joint-employer relationship over
21 Plaintiff and the proposed class.
- 22 20. Plaintiff, on behalf of himself and all of Defendant's and/or DOES' hourly, non-exempt
23 employees employed at any time during the Statutory Period brings this action pursuant to
24 *California Labor Code* sections 201-203, 218, 218.5, 222, 223, 224, 226, subd. (b), 226.3,
25 226.7, 248.2, 248.6, 510, 512, 515, 558, 1194, 1194.2, 1197, 2802 and *California Code of*
26 *Regulations*, Title 8, sections 11040 and 3395, seeking unpaid wages, overtime, meal and
27 rest period compensation, penalties, injunctive and other equitable relief, relief under the
28 Labor Code Private Attorneys General Act of 2004 ("PAGA"), and reasonable attorneys'

1 fees and costs.

2 21. Plaintiff, on behalf of himself and all of Defendant's and/or DOES' hourly, non-exempt
3 employees employed at any time during the Statutory Period, pursuant to *California*
4 *Business and Professions Code* sections 17200-17208, also seeks injunctive relief,
5 restitution, and disgorgement of all benefits Defendant and/or DOES enjoyed from their
6 failure to pay all straight time wages, overtime wages, promised wages, and meal and rest
7 period compensation.

8 **I. VENUE**

9 22. Venue as to each Defendant and/or DOES is proper in this judicial district, pursuant to
10 *California Code of Civil Procedure* section 395. Defendant and/or DOES conduct business
11 and commit *California Labor Code* violations within Los Angeles County, and each
12 Defendant and/or DOE is within California for service of process purposes. The unlawful
13 acts alleged herein have a direct effect on Plaintiff and those similarly situated within the
14 State of California and within Los Angeles County. Defendant and/or DOES employ
15 numerous hourly, non-exempt employees who perform and/or performed work for
16 Defendant in Los Angeles County, California during the Statutory Period.

17 **II. PARTIES**

18 **A. Plaintiff.**

19 23. Throughout the Statutory Period, Plaintiff is and was a resident of California. During the
20 Statutory Period, Plaintiff was employed by Defendant and/or DOES in California as an
21 hourly, non-exempt employee, with the job title of technician.

22 24. Plaintiff and the proposed class of similarly situated hourly, non-exempt employees are
23 covered by, inter alia, California IWC Occupational Wage Order No. 4-2001, and Title 8,
24 *California Code of Regulations*, section 11040.

25 **B. Defendants.**

26 25. At all relevant times herein, Defendant and/or DOES employs Plaintiff and Class Members
27 in order to service heavy duty equipment, including tractors, trailers, and forklifts,
28 throughout California.

1 26. On information and belief, Defendant and/or DOES exercised control over the wages,
2 hours, and/or working conditions of Plaintiff and members of the proposed class
3 throughout the liability period.

4 27. Defendant and/or DOES have numerous offices and/or contacts in the State of California.
5 On information and belief, California is the operation nerve center of one or more
6 Defendant and/or DOES.

7 28. The true names and capacities, whether individual, corporate, associate, or otherwise, of
8 Defendant DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
9 these Defendant by such fictitious names under *California Code of Civil Procedure* section
10 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
11 Defendant designated herein as a DOE is legally responsible in some manner for the
12 unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint
13 to reflect the true names and capacities of the Defendant designated hereinafter as DOES
14 when such identities become known.

15 29. Plaintiff is informed and believes, and based thereon alleges, that each Defendant and/or
16 DOE acted in all respects pertinent to this action as the agent of the other Defendant and/or
17 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
18 and the acts of each Defendant and/or DOES are legally attributable to the other Defendant
19 and/or DOES.

20 **III. CLASS ACTION ALLEGATIONS**

21 30. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
22 action pursuant to section 382 of the *California Code of Civil Procedure*. Plaintiff seeks to
23 represent a Class composed of and defined as follows:

24
25 All California citizens who are employed or have been employed by
26 Defendant and/or DOES in the State of California as hourly, non-
27 exempt employees at any time during the period of the relevant
28 statute of limitations. ("Class Members")

1
2 Plaintiff also seeks to represent subclasses composed of and defined as follows:
3

4 All Class Members who worked one (1) or more shifts in excess of
5 five (5) hours.
6

7 All Class Members who worked one (1) or more shifts in excess of
8 six (6) hours.
9

10 All Class Members who worked one (1) or more shifts in excess of
11 ten (10) hours.
12

13 All Class Members who worked one (1) or more shifts in excess of
14 twelve (12) hours.
15

16 All Class Members who worked one (1) or more shifts in excess of
17 two (2) hours.
18

19 All Class Members who worked one (1) or more shifts in excess of
20 three and one-half (3.5) hours, but less than or equal to six (6) hours.
21

22 All Class Members who worked one (1) or more shifts in excess of
23 six (6) hours, but less than or equal to ten (10) hours.
24

25 All Class Members who worked one (1) or more shifts in excess of
26 ten (10) hours.
27

28 All Class Members who worked one (1) or more shifts in which they

received a wage statement for the corresponding pay period.

All Class Members who separated their employment from Defendant and/or DOES.

31. Plaintiff reserves the right under Rule 1855, subdivision (b), *California Rules of Court*, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

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

A. Numerosity.

33. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant and/or DOES currently employ, and during the liability period employed, over one hundred (100) Class Members in Los Angeles County during the liability period and who are or have been affected by Defendant's and/or DOES' policies of failure to pay all straight and overtime wages owed, failure to provide meal and/or rest periods without the appropriate legal compensation, willful failure to pay all wages due at time of separation from employment, and knowing and intentional failure to provide accurate and itemized employee wage statements. Accounting for employee turnover during the relevant periods increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's and/or DOES' employment records will provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality.

34. There are questions of law and fact common to the Class that predominate over any

1 questions affecting only individual Class Members. These common questions of law and
2 fact include, without limitation:

3 (1) Whether Defendant and/or DOES violated the *California*
4 *Labor Code* and/or applicable IWC Wage Orders in failing to pay its
5 employees all earned wages at the regular rate for all hours worked.

6 (2) Whether Defendant's and/or DOES' uniform policies and/or
7 practices whereby employees were pressured and/or incentivized to forego
8 taking meal and/or rest periods.

9 (3) Whether Defendant's and/or DOES' violated *California*
10 *Labor Code* section 226.7, IWC Wage Order No. 4-2001 or other applicable
11 IWC Wage Orders, and/or *California Code of Regulations*, Title 8, section
12 11040, by failing to authorize, permit, and/or provide thirty (30) minute
13 meal periods before the end of the fifth hour worked and/or failing to pay
14 said employees one (1) hour of pay at the employee's regular rate of
15 compensation for each work day that the rest period was not authorized,
16 permitted and/or provided.

17 (4) Whether Defendant and/or DOES violated *California Labor*
18 *Code* section 226.7, IWC Wage Order No. 4-2001 or other applicable IWC
19 Wage Orders, and/or *California Code of Regulations*, Title 8, section
20 11040, by failing to authorize, permit, and/or provide ten (10) minute rest
21 periods to its employees for every four (4) hours or major fraction thereof
22 worked and/or failing to pay said employees one (1) hour of pay at the
23 employee's regular rate of compensation for each work day that the rest
24 period was not authorized, permitted and/or provided.

25 (5) Whether Defendant and/or DOES have uniform policies
26 and/or practices of failing to provide employees accurate and itemized wage
27 statements.

28 (6) Whether Defendant and/or DOES knowingly and

intentionally failed to pay all wages owed to Plaintiff and the Class Members at the time of termination.

(7) Whether Defendant and/or DOES knowingly and intentionally fail to provide employees accurate and itemized wage statements.

35. The answer to each of these respective questions will generate a common answer capable of resolving class-wide liability in one stroke.

36. Said common questions predominate over any individualized issues and/or questions affecting only individual members.

C. Typicality.

37. The claims of the named Plaintiff are typical of the claims of the proposed Class. Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and caused by Defendant's and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

38. Plaintiff was subjected to the same uniform policies and/or practices complained of herein that affected all such employees. Thus, as Plaintiff was subjected to the same unlawful policies and practices as all employees, his claims are typical of the class he seeks to represent.

D. Adequacy of Representation.

39. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class.

40. Plaintiff is ready and willing to take the time necessary to help litigate this case.

41. Plaintiff has no conflicts that will disallow him to fairly and adequately represent and protect the interests of the members of the Class.

42. Counsel who represent Plaintiff are competent and experienced in litigating large employment class actions.

43. Specifically, David Mara, Esq., Jill Vecchi, Esq., and Carter Cordura, Esq. of Mara Law Firm, PC are California lawyers in good standing.

1 44. Counsel who represent Plaintiff are competent and experienced in litigating large
2 employment class actions.

3 45. The lawyers at Mara Law Firm PC have been named class counsel in numerous cases.

4 46. Mara Law Firm PC's practice is primarily focused on representing classes, large and small,
5 on the basis of *California Labor Code* and IWC Wage Order Violations similar to those
6 alleged herein.

7 47. Mara Law Firm, PC has the resources to take this case to trial and judgment, if necessary.

8 48. The lawyers at Mara Law Firm, PC have the experience, ability, and ways and means to
9 vigorously prosecute this case.

10 **E. Superiority of Class Action.**

11 49. A class action is superior to other available means for the fair and efficient adjudication of
12 this controversy. Individual joinder of all Class Members is not practicable, and questions
13 of law and fact common to the Class predominate over any questions affecting only
14 individual members of the Class. Each member of the Class has been damaged and is
15 entitled to recovery by reason of Defendant's and/or DOES' illegal policies and/or
16 practices of failing to pay all straight time and overtime wages owed, failing to provide
17 meal periods, failing to permit or authorize rest periods, willful failure to pay all wages
18 owed at termination, and knowingly and intentionally failing to comply with wage
19 statement requirements.

20 50. Class action treatment will allow those similarly situated persons to litigate their claims in
21 the manner that is most efficient and economical for the parties and the judicial system.
22 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
23 of this action that would preclude its maintenance as a class action.

24 51. Because such common questions predominate over any individualized issues and/or
25 questions affecting only individual members, class resolution is superior to other methods
26 for fair and efficient adjudication.

27 **IV. CAUSES OF ACTION**

28 **FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay All**

Straight Time Wages

52. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

53. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those similarly situated for all hours worked.

54. It is fundamental that an employer must pay its employees for all time worked. *California Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages. *California Labor Code* section 222 prohibits the withholding of part of a wage. *California Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum wage. *California Labor Code* section 1194 states that an employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage. *California Labor Code* section 1194.2 states that an employee receiving less than the legal minimum wage is entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. *California Labor Code* section 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not have the effect of reducing the agreed upon wage.

55. Plaintiff and those similarly situated Class Members were employed by Defendant and/or DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

56. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES has a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and during meal periods. Plaintiff and Class Members are not paid for this time.

57. Notably, if Defendant and/or DOES determines that Plaintiff and the Class Members have

1 already worked and input too many hours in a day or in a workweek, Defendant and/or
2 DOES expect Plaintiff and the Class Members to complete the remaining work that
3 Defendant and/or DOES assigns them while off-the-clock, or be subject to discipline. For
4 example, Plaintiff was terminated by Defendant and/or DOES for “stealing from the
5 company” because he input time for a job he was assigned after already working over eight
6 hours in a day.

7 58. Furthermore, when Plaintiff and the Class Members are able to take meal periods, Plaintiff
8 and the Class Members are not relieved of all duties and/or employer control during their
9 meal periods. For example, Plaintiff and the Class Members worked through their meal
10 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
11 thereby denying them the right to be completely free from employer control under
12 California law. Specifically, Defendant and/or DOES required Plaintiff and the Class
13 Members to take meal periods while they were in transit to work sites. Moreover, Plaintiff
14 and Class Members were required to keep their phones on them at all times in order to
15 immediately respond to customer calls, including during breaks, and thus Plaintiff and
16 Class Members were always on-call during breaks. Additionally, Plaintiff and Class
17 Members were not permitted to leave the work trucks during any meal periods. Thus,
18 Defendant and/or DOES shaves/steals earned wages from Plaintiff and the Class Members
19 every day they work without a lawful meal period and have time deducted for a meal
20 period.

21 59. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
22 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
23 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
24 not relieved of all duties and/or employer control.

25 60. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with
26 the wrongful and deliberate intention of injuring Plaintiff and Class Members. Defendant
27 and/or DOES acted with malice or in conscious disregard of Plaintiff’s and Class Members’
28 rights.

1 61. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
2 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
3 Class Members have suffered, and continue to suffer, substantial unpaid wages, and lost
4 interest on such wages, and expenses and attorneys' fees in seeking to compel Defendant
5 and/or DOES to fully perform their obligations under state law, all to their respective
6 damage in amounts, according to proof at trial.

7 62. As a direct result of Defendant's and/or DOES' policy of illegal wage theft, Plaintiff and
8 those similarly situated have been damaged in an amount to be proven at trial.

9 63. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
10 below.

11 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay**

12 **All Overtime Wages**

13 64. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
14 and every other paragraph in this Complaint herein as if fully plead.

15 65. It is fundamental that an employer must pay its employees for all time worked. *California*
16 *Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages.
17 *California Labor Code* section 222 prohibits the withholding of part of a wage. *California*
18 *Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage
19 scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum
20 wage. *California Labor Code* section 224 only permits deductions from wages when the
21 employer is required or empowered to do so by state or federal law or when the deduction
22 is expressly authorized in writing by the employee for specified purposes that do not have
23 the effect of reducing the agreed upon wage.

24 66. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's
25 work. Any work in excess of eight (8) hours in one workday and any work in excess of
26 forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh
27 (7th) day of work in any one workweek shall be compensated at the rate of no less than
28 one and one-half (1.5) times the regular rate of pay for an employee.

- 1 67. *California Labor Code* section 510 further dictates that any work in excess of twelve (12)
2 hours in one day shall be compensated at the rate of no less than two (2) times the regular
3 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
4 seventh (7th) day of a workweek shall be compensated at the rate of no less than two (2)
5 times the regular rate of pay of an employee.
- 6 68. Defendant and/or DOES failed to pay overtime when Plaintiff and Class Members worked
7 over eight (8) hours per day and when employees worked over forty (40) hours per week.
- 8 69. Plaintiff and Class Members were deprived of wages for overtime hours worked because
9 Defendant and/or DOES failed to pay them overtime wages for all overtime worked. This
10 resulted in Plaintiff and Class Members not being paid all overtime wages owed to them.
- 11 70. Defendant and/or DOES also failed to pay Plaintiff and Class Members for all hours
12 worked, including hours worked over eight (8) hours in a day and forty (40) hours in a
13 week, thus depriving Plaintiff and Class Members of overtime wages.
- 14 71. As outlined above, Defendant and/or DOES have a continuous policy of not paying
15 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
16 has a continuous and consistent policy of requiring employees to work before clocking in,
17 after clocking out, and during meal periods. Plaintiff and Class Members are not paid for
18 this time. When Plaintiff and Class Members work over eight (8) hours in a shift and forty
19 (40) hours in a week, these unpaid hours must be compensated at an overtime rate.
- 20 72. Furthermore, when Plaintiff and the Class Members are able to take meal periods, Plaintiff
21 and the Class Members are not relieved of all duties and/or employer control during their
22 meal periods. For example, Plaintiff and the Class Members worked through their meal
23 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
24 thereby denying them the right to be completely free from employer control under
25 California law. Specifically, Defendant and/or DOES required Plaintiff and the Class
26 Members to take meal periods while they were in transit to work sites. Furthermore,
27 Plaintiff and Class Members were required to keep their phones on them at all times in
28 order to immediately respond to customer calls, including during breaks, and thus Plaintiff

1 and Class Members were always on-call during breaks. Additionally, Plaintiff and Class
2 Members were not permitted to leave the work trucks during any meal periods. Thus,
3 Defendant and/or DOES shaves/steals earned wages from Plaintiff and the Class Members
4 every day they work without a lawful meal period and have time deducted for a meal
5 period. When Plaintiff and the Class Members work over eight (8) hours in a shift and forty
6 (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

7 73. Moreover, Plaintiff and the Class Members were specifically instructed by Defendant
8 and/or DOES that when they work over eight hours in a day, that they must clock out and
9 instead bill the time to another day. Thus, Plaintiff and the Class Members are not paid
10 overtime when they work over eight hours in a day, when these hours must be compensated
11 at an overtime rate.

12 74. Additionally, if Defendant and/or DOES determines that Plaintiff and the Class Members
13 have already worked and input too many hours in a day or in a workweek, Defendant and/or
14 DOES expects Plaintiff and the Class Members to complete the remaining work that
15 Defendant and/or DOES assigns them while off-the-clock, or be subject to discipline. For
16 example, Plaintiff was terminated by Defendant and/or DOES for “stealing from the
17 company” because he input time for a job he was assigned after already working over eight
18 hours in a day. When Plaintiff and the Class Members work over eight (8) hours in a shift
19 and forty (40) hours in a week, these unpaid hours must be compensated at an overtime
20 rate.

21 75. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
22 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
23 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
24 not relieved of all duties and/or employer control.

25 76. Defendant’s and/or DOES’ failure to pay for all hours worked, including hours worked
26 over eight (8) hours in a day and forty (40) hours in a week, while under Defendant’s
27 and/or DOES’ control and/or while suffered or permitted to work has resulted in Plaintiff
28 and Class Members being deprived of overtime wages throughout the Statutory Period.

1 77. Plaintiff and the Class Members are informed and believe and thereon allege that as a direct
2 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
3 Class Members have suffered, and continue to suffer, substantial unpaid overtime wages,
4 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to
5 compel Defendant and/or DOES to fully perform their obligations under state law, all to
6 their respective damage in amounts according to proof at time of trial. Defendant and/or
7 DOES commit the acts alleged herein knowingly and willfully, with the wrongful and
8 deliberate intention on injuring Plaintiff and the Class Members. Defendant and/or DOES
9 act with malice or in conscious disregard of Plaintiff's and the Class Member's rights. In
10 addition to compensation, Plaintiff is also entitled to any penalties allowed by law.

11 78. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
12 below.

13 **THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Provide**
14 **Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order**
15 **No. 4-2001(11); Cal. Code Regs., tit. 8, § 11040)**

16 79. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
17 and every other paragraph in this Complaint herein as if fully plead.

18 80. Under *California Labor Code* section 512 and IWC Wage Order No. 4-2001, no employer
19 shall employ any person for a work period of more than five (5) hours without providing a
20 meal period of not less than thirty (30) minutes. During these meal periods of not less than
21 thirty (30) minutes, the employee is to be completely free of the employer's control and
22 must not perform any work for the employer. If the employee does perform work for the
23 employer during the thirty (30) minute meal period, the employee has not been provided a
24 meal period in accordance with the law. Also, the employee is to be compensated for any
25 work performed during the thirty (30) minute meal period.

26 81. In addition, an employer may not employ an employee for a work period of more than ten
27 (10) hours per day without providing the employee with another meal period of less than
28 thirty (30) minutes.

- 1 82. Under *California Labor Code* section 226.7, if the employer does not provide an employee
2 a meal period in accordance with the above requirements, the employer shall pay the
3 employee one (1) hour of pay at the employee's regular rate of compensation for each
4 workday that the meal period is not provided.
- 5 83. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
6 failing to provide employees with meal periods within the timeframes outlined by
7 California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and Class
8 Members with meal periods, if at all, within the first five (5) continuous hours of work and
9 fail to provide Plaintiff and Class Members with second meal periods, if at all, within the
10 first ten (10) continuous hours of work.
- 11 84. Furthermore, when Plaintiff and the Class Members are able to take meal periods, Plaintiff
12 and the Class Members are not relieved of all duties and/or employer control during their
13 meal periods. For example, Plaintiff and the Class Members worked through their meal
14 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
15 thereby denying them the right to be completely free from employer control under
16 California law. Specifically, Defendant and/or DOES required Plaintiff and the Class
17 Members to take meal periods while they were in transit to work sites. Moreover, Plaintiff
18 and Class Members were required to keep their phones on them at all times in order to
19 immediately respond to customer calls, including during breaks, and thus Plaintiff and
20 Class Members were always on-call during breaks. Additionally, Plaintiff and Class
21 Members were not permitted to leave the work trucks during any meal periods. Thus,
22 Defendant and/or DOES shaves/steals earned wages from Plaintiff and Class Members
23 every day they work without a lawful meal period and have time deducted for a meal
24 period.
- 25 85. In addition, Defendant and/or DOES fail to keep accurate records of meal periods for
26 Plaintiff and Class Members.
- 27 86. By failing to provide compensation for such unprovided or improperly provided meal
28 periods, as alleged above, Defendant and/or DOES willfully violate the provisions of

1 *California Labor Code* sections 226.7, 512, and IWC Wage Order No. 4-2001.

2 87. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Class he seeks
3 to represent have been deprived of premium wages, in amounts to be determined at trial,
4 and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
5 fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order
6 No. 4-2001. Plaintiff and the Class he seeks to represent did not willfully waive their right
7 to take meal periods through mutual consent with Defendant and/or DOES.

8 88. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
9 below.

10 **FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to**
11 **Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 4-2001(12);**
12 **Cal. Code Regs. Title 8 § 11040)**

13 89. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
14 and every other paragraph in this Complaint herein, as if fully plead.

15 90. Under IWC Wage Order No. 4-2001, every employer shall authorize and permit all
16 employees to take rest periods, “[t]he authorized rest period time shall be based on the total
17 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked
18 or major fraction thereof.” IWC Wage Order 5-2001(12). The time spent on rest periods
19 “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

20 91. Under *California Labor Code* section 226.7, if the employer does not provide an employee
21 a rest period in accordance with the above requirements, the employer shall pay the
22 employee one (1) hour of pay at the employee’s regular rate of compensation for each
23 workday that the rest break is not provided.

24 92. Defendant and/or DOES have had a consistent policy and/or practice of not providing duty
25 free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major
26 fraction thereof, to Plaintiff and Class Members.

27 93. Defendant and/or DOES have a continuous policy and practice that fails to provide Plaintiff
28 and Class Members with rest periods “at the rate of ten (10) minutes net rest time per four

(4) hours or major fraction thereof.” Specifically, Defendant and/or DOES do not provide Plaintiff and Class Members with rest periods consisting of ten (10) minutes net rest time, nor do they provide them with a rest period per four (4) hours worked or major fraction thereof.

94. Furthermore, when Plaintiff and the Class Members are able to take rest periods, Plaintiff and the Class Members are not relieved of all duties and/or employer control during their rest periods. For example, Plaintiff and the Class Members worked through their rest periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Specifically, Defendant and/or DOES required Plaintiff and the Class Members to take rest periods while they were in transit to work sites. Moreover, Plaintiff and Class Members were required to keep their phones on them at all times in order to immediately respond to customer calls, including during breaks, and thus Plaintiff and Class Members were always on-call during breaks. Additionally, Plaintiff and Class Members were not permitted to leave the work trucks during any rest periods.

95. By failing to provide rest periods for every four hours or major fraction thereof worked per day by Plaintiff and Class Members, and by failing to provide compensation for these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violated the provisions of *Labor Code* section 226.7 and Industrial Welfare Commission Order No. 4-2001 section 11(A)

96. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Class he seeks to represent have been deprived of premium wages, in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage Order No. 4-2001.

97. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described below.

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay All

Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)

98. Plaintiff and those similarly situated Class members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

99. Defendant and/or DOES terminated Plaintiff's employment on or around December 28, 2025.

100. Defendant and/or DOES, Defendant and/or DOES did not timely pay Plaintiff all minimum or straight time wages owed at the time of his termination.

101. Defendant and/or DOES, Defendant and/or DOES did not timely pay Plaintiff all overtime wages owed at the time of his termination.

102. Defendant and/or DOES did not timely pay Plaintiff meal and/or rest period premiums owed at the time of his termination.

103. Numerous members of the Class are no longer employed by Defendant and/or DOES. They were either fired or they quit Defendant's and/or DOES' employ. Defendant and/or DOES did not pay all timely wages owed at the time of their termination. Defendant and/or DOES did not pay all premium wages owed at the time of their termination.

104. *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

105. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to pay Plaintiff's and the Class Members' who are no longer employed by Defendant and/or DOES their wages that were earned and unpaid within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ in violation of *California Labor Code* sections 201 and 202.

106. Defendant and/or DOES have a continuous policy of not providing final wages to employees who are fired at the time of termination or who quit within seventy-two (72)

1 hours of their leaving Defendant's and/or DOES' employ. Specifically, Defendant and/or
2 DOES has a continuous policy and practice of paying terminated employees on the next
3 scheduled pay day.

4 107. As outlined above, Defendant and/or DOES have a continuous policy of not paying
5 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
6 has a continuous and consistent policy of requiring employees to work before clocking in,
7 after clocking out, and during meal periods. Plaintiff and Class Members are not paid for
8 this time.

9 108. Notably, if Defendant and/or DOES determines that Plaintiff and the Class Members have
10 already worked and input too many hours in a day or in a workweek, Defendant and/or
11 DOES expects Plaintiff and the Class Members to complete the remaining work that
12 Defendant and/or DOES assigns them while off-the-clock, or be subject to discipline. For
13 example, Plaintiff was terminated by Defendant and/or DOES for "stealing from the
14 company" because he input time for a job he was assigned after already working over eight
15 hours in a day.

16 109. Furthermore, when Plaintiff and the Class Members are able to take meal periods, Plaintiff
17 and the Class Members are not relieved of all duties and/or employer control during their
18 meal periods. For example, Plaintiff and the Class Members worked through their meal
19 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
20 thereby denying them the right to be completely free from employer control under
21 California law. Specifically, Defendant and/or DOES required Plaintiff and the Class
22 Members to take meal periods while they were in transit to work sites. Moreover, Plaintiff
23 and Class Members were required to keep their phones on them at all times in order to
24 immediately respond to customer calls, including during breaks, and thus Plaintiff and
25 Class Members were always on-call during breaks. Additionally, Plaintiff and Class
26 Members were not permitted to leave the work trucks during any meal periods. Thus,
27 Defendant and/or DOES shaves/steals earned wages from Plaintiff and Class Members
28 every day they work without a lawful meal period and have time deducted for a meal

- 1 period.
- 2 110. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
3 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
4 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
5 not relieved of all duties and/or employer control.
- 6 111. In addition, through its failure to provide Plaintiff and Class Members with lawful meal
7 and rest periods, Defendant and/or DOES do not pay all meal and rest period premiums
8 owed to Plaintiff and Class Members at the time of termination.
- 9 112. *California Labor Code* section 203 provides that, if an employer willfully fails to pay,
10 without abatement or reduction, in accordance with *California Labor Code* sections 201,
11 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages
12 of the employee shall continue at the same rate, for up to thirty (30) days from the due date
13 thereof, until paid or until an action therefore is commenced.
- 14 113. Defendant and/or DOES fail to pay Plaintiff and Class Members a sum certain at the time
15 of their termination or within seventy-two (72) hours of their resignation and have failed
16 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of *California*
17 *Labor Code* section 203, Plaintiff and Class Members are entitled to a penalty in the amount
18 of their daily wage, multiplied by thirty (30) days.
- 19 114. When Plaintiff and those members of the Class who are former employees of Defendant
20 and/or DOES separate from Defendant's and/or DOES' employ, Defendant and/or DOES
21 willfully fail to pay all straight time wages, overtime wages, meal period premiums, and/or
22 rest period premiums owed at the time of termination.
- 23 115. Defendant's and/or DOES' failure to pay said wages to Plaintiff and members of the Class
24 he seeks to represent, was willful in that Defendant and/or DOES and each of them knew
25 the wages to be due, but failed to pay them.
- 26 116. As a consequence of Defendant's and/or DOES' willful conduct in not paying wages owed
27 at the time of separation from employment, Plaintiff and members of the proposed Class
28 are entitled to thirty (30) days' worth of wages as a penalty under *California Labor Code*

1 section 203, together with interest thereon and attorneys' fees and costs.

2 117. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
3 below.

4 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Knowing and**
5 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab.**
6 **Code §§ 226, 246, 1174, 1175; IWC Wage Order No. 4-2001; Cal. Code Regs., Title 8, § 11040)**

7 118. Plaintiff and those similarly situated Class Members hereby incorporate by reference each
8 and every other paragraph in this Complaint herein as if fully plead.

9 119. *California Labor Code* section 226(a) requires Defendant and/or DOES to, inter alia,
10 itemize in wage statements and accurately report the total hours worked and total wages
11 earned. Defendant and/or DOES have knowingly and intentionally failed to comply with
12 *California Labor Code* section 226, subdivision (a), on each and every wage statement
13 provided to Plaintiff and members of the proposed Class.

14 120. *California Labor Code* section 1174 requires Defendant and/or DOES to maintain and
15 preserve, in a centralized location, records showing the daily hours worked by and the
16 wages paid to its employees. Defendant and/or DOES have knowingly and intentionally
17 failed to comply with *California Labor Code* section 1174. The failure of Defendant and/or
18 DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful
19 pursuant to *California Labor Code* section 1175.

20 121. Defendant and/or DOES fail to maintain accurate time records - as required by IWC Wage
21 Order No. 4-2001(7), and *California Code of Regulations* Title 8 section 11040 - showing,
22 among other things, when the employee begins and ends each work period, the total daily
23 hours worked in itemized wage statements, total wages, bonuses and/or incentives earned,
24 and all deductions made.

25 122. Defendant and/or DOES have knowingly and intentionally failed to provide Plaintiff and
26 the Class Members with accurate itemized wage statements which show: "(1) gross wages
27 earned, (2) total hours worked by the employee, . . . (4) all deductions, provided that all
28 deductions made on written orders of the employee may be aggregated and shown as one

1 item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
2 paid, (7) the name of the employee and only the last four digits of his or her social security
3 number or an employee identification number other than a social security number, (8) the
4 name and address of the legal entity that is the employer and, if the employer is a farm
5 labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the
6 legal entity that secured the services of the employer, and (9) all applicable hourly rates in
7 effect during the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee[.]” Cal. Lab. Code § 226(a).

9 123. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor
10 in excess of the normal work period shall be paid no later than the payday for the next
11 regular payroll period.” An employer complies with *California Labor Code* section 226(a)
12 “if hours worked in excess of the normal work period during the current pay period are
13 itemized as corrections on the paystub for the next regular pay period. Any corrections set
14 out in a subsequently issued paystub shall state the inclusive dates of the pay period for
15 which the employer is correcting its initial report of hours worked.”

16 124. Defendant and/or DOES have knowingly and intentionally failed to comply with
17 *California Labor Code* section 226(a) by failing to list all of the required information on
18 each and every wage statement provided to Plaintiff and Class Members.

19 125. In addition, by virtue of its failure to pay for all time worked, Defendant and/or DOES
20 knowingly and intentionally did not correctly itemize the gross wages earned, total hours
21 worked, net wages earned, and number of hours worked at each hourly rate on wage
22 statements provided to Plaintiff and Class Members as *California Labor Code* section 226,
23 subsection (a), requires in every pay period during the period of the relevant statute of
24 limitations.

25 126. As outlined above, Defendant and/or DOES have a continuous policy of not paying
26 Plaintiff and Class Members for all hours worked. Specifically, Defendant and/or DOES
27 has a continuous and consistent policy of requiring employees to work before clocking in,
28 after clocking out, and during meal periods. Plaintiff and Class Members are not paid for

1 this time.

2 127. Notably, if Defendant and/or DOES determines that Plaintiff and the Class Members have
3 already worked and input too many hours in a day or in a workweek, Defendant and/or
4 DOES expects Plaintiff and the Class Members to complete the remaining work that
5 Defendant and/or DOES assigns them while off-the-clock, or be subject to discipline. For
6 example, Plaintiff was terminated by Defendant and/or DOES for “stealing from the
7 company” because he input time for a job he was assigned after already working over eight
8 hours in a day.

9 128. Furthermore, when Plaintiff and the Class Members are able to take meal periods, Plaintiff
10 and the Class Members are not relieved of all duties and/or employer control during their
11 meal periods. For example, Plaintiff and the Class Members worked through their meal
12 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
13 thereby denying them the right to be completely free from employer control under
14 California law. Specifically, Defendant and/or DOES required Plaintiff and the Class
15 Members to take meal periods while they were in transit to work sites. Moreover, Plaintiff
16 and Class Members were required to keep their phones on them at all times in order to
17 immediately respond to customer calls, including during breaks, and thus Plaintiff and
18 Class Members were always on-call during breaks. Additionally, Plaintiff and Class
19 Members were not permitted to leave the work trucks during any meal periods. Thus,
20 Defendant and/or DOES shaves/steals earned wages from Plaintiff and Class Members
21 every day they work without a lawful meal period and have time deducted for a meal
22 period.

23 129. Plaintiff and Class Members are informed and believe and thereon allege that Defendant
24 and/or DOES breached the legal duty to pay full wages to Plaintiff and Class Members by
25 failing to pay Plaintiff and Class Members for time when Plaintiff and Class Members were
26 not relieved of all duties and/or employer control.

27 130. In addition, Defendant and/or DOES failed to list all meal and rest period premiums that
28 were owed to Plaintiff and the Class Members on wage statements.

131. As a result of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the Class Members have been able to reconstruct only a reasonable estimate of the hours worked and have, therefore, not received full compensation.

132. As a direct result of Defendant's and/or DOES' unlawful acts, Plaintiff and the Class he intends to represent have been damaged and are entitled to recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to *California Labor Code* section 226, 226.3, and 246.

133. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described below.

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)

134. Plaintiff and those similarly situated Class Members hereby incorporate by reference each and every other paragraph in this Complaint herein as if fully plead.

135. Defendant and/or DOES failure to pay all straight time and overtime wages earned, failure to provide compliant meal and/or rest breaks and/or compensation in lieu thereof, failure to pay all wages owed at termination, failure to itemize and keep accurate records, constitutes unlawful activity prohibited by *California Business and Professions Code* section 17200, et seq.

136. The actions of Defendant and/or DOES in failing to pay Plaintiff and members of the proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent and deceptive business practices, within the meaning of *California Business and Professions Code* section 17200, et seq.

137. Plaintiff is entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as members of the general public actually harmed and as a representative of all others subject to Defendant and/or DOES unlawful acts and practices.

1 138. As a result of their unlawful acts, Defendant and/or DOES have reaped and continue to
2 reap unfair benefits at the expense of Plaintiff and the proposed Class he seeks to represent.
3 Defendant and/or DOES should be enjoined from this activity and made to disgorge these
4 ill-gotten gains and restore Plaintiff and the members of the proposed Class pursuant to
5 *California Business and Professions Code* section 17203. Plaintiff is informed and
6 believes, and thereon alleges, that Defendant and/or DOES are unjustly enriched through
7 their policy of not all wages owed to Plaintiff and members of the proposed Class.

8 139. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
9 proposed class are prejudiced Defendant and/or DOES unfair trade practices.

10 140. As a direct and proximate result of the unfair business practices of Defendant and/or DOES,
11 and each of them, Plaintiff, individually and on behalf of all employees similarly situated,
12 are entitled to equitable and injunctive relief, including full restitution and/or disgorgement
13 of all wages and premium pay which have been unlawfully withheld from Plaintiff and
14 members of the proposed Class as a result of the business acts and practices described
15 herein and enjoining Defendant and/or DOES from engaging in the practices described
16 herein.

17 141. The illegal conduct alleged herein is continuing, and there is no indication that Defendant
18 and/or DOES will cease and desist from such activity in the future. Plaintiff alleges that if
19 Defendant and/or DOES are not enjoined from the conduct set forth in this Complaint, they
20 will continue the unlawful activity discussed herein.

21 142. Plaintiff further requests that the Court issue a preliminary and permanent injunction
22 prohibiting Defendant and/or DOES from continuing to not pay Plaintiff and the members
23 of the proposed Class all earned but unpaid wages as discussed herein.

24 143. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
25 below.

26 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violations of the**
27 **Private Attorneys General Act of 2004 (“PAGA”) (Labor Code §2698 et seq.)**

28 144. Plaintiff and those similarly situated Class members hereby incorporate by reference each

1 and every other paragraph in this Complaint herein as if fully plead.

2 145. Plaintiff, by virtue of his employment with Defendant and/or DOES, and Defendant's
3 and/or DOES' failure to provide meal and rest periods, overtime compensation, all wages
4 for all work performed at the statutory minimum or agreed upon rate, accurate itemized
5 wage statements, all wages due at termination, and all wages owed twice per month, is an
6 aggrieved employee with standing to bring an action under the Private Attorney General
7 Act ("PAGA").

8 146. Plaintiff, as a representative of the people of the State of California, will seek any and all
9 penalties otherwise capable of being collected by the Labor Commission and/or the
10 Department of Labor Standards Enforcement (DLSE). This includes each of the following,
11 as set forth in Labor Code Section 2699.5, which provides that Section 2699.3(a) applies
12 to any alleged violation of the following provisions: Sections 201 through 204, 226, 226.3,
13 226.7, 510, 512, 1194, 1197, 1197.1, 1199, and 2802.

14 147. Plaintiff is informed and believes that Defendant and/or DOES have violated and continues
15 to violate provisions of the California Labor Code and applicable Wage Orders related to
16 meal and rest periods, overtime compensation, wages for all work performed, accurate
17 itemized wage statements, wages due at termination, and wages due twice per month.

18 148. Plaintiff, as a personal representative of the general public, will and does seek to recover
19 any and all penalties for each and every violation shown to exist or to have occurred during
20 the one-year period prior to the filing of his March 12, 2026 notice to the Labor and
21 Workforce Development Agency (LWDA), in an amount according to proof, as to those
22 penalties that are otherwise only available to public agency enforcement actions. Funds
23 recovered will be distributed in accordance with PAGA, with at least 65% of the penalties
24 recovered being reimbursed to the State of California and the LWDA.

25 149. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
26 below.

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WHEREFORE, Plaintiff prays for judgment as follows:

- A. That the Court determine that this action may be maintained as a class action;
- B. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- C. For economic and/or special damages in an amount according to proof with interest thereon;
- D. For unpaid straight time and overtime wages, in an amount according to proof at trial, with interest thereon;
- E. For compensation for all time worked;
- F. For compensation for not being provided paid meal periods;
- G. For compensation for not being provided paid rest breaks;
- H. For all waiting time penalties owed;
- I. For damages and/or monies owed for failure to comply with itemized employee wage statement provisions;
- J. That Defendant and/or DOES be found to have engaged in unfair competition in violation of sections 17200 et seq. of the *California Business and Professions Code*;
- K. That Defendant and/or DOES be ordered and enjoined to make restitution to the Class due to their unfair competition, including disgorgement of their wrongfully withheld wages pursuant to *California Business and Professions Code* sections 17203 and 17204;
- L. That an order of specific performance of all penalties owed be issued under *California Business and Professions Code* sections 17202;
- M. That Defendant and/or DOES be enjoined from continuing the illegal course of conduct, alleged herein;
- N. That Defendant and/or DOES further be enjoined to cease and desist from unfair competition in violation of section 17200 et seq. of the *California Business and Professions Code*;

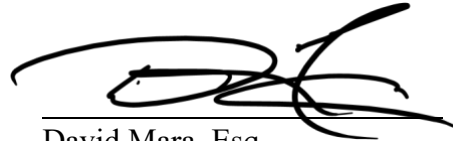
- 1 O. That Defendant and/or DOES be enjoined from further acts of restraint of trade or
2 unfair competition;
3 P. For penalties for each violation of the Labor Code Private Attorneys General Act of
4 2004 (“PAGA”);
5 Q. For attorneys’ fees;
6 R. For liquidated damages;
7 S. For interest accrued to date;
8 T. For costs of suit and expenses incurred herein; and
9 U. For any such other and further relief as the Court deems just and proper.

10 **DEMAND FOR JURY TRIAL**

11 Plaintiff demands a jury trial.
12

13 Dated: May 20, 2026

MARA LAW FIRM, PC

14
15 

16 David Mara, Esq.

Jill Vecchi, Esq.

17 Carter Cordura, Esq.

18 Attorneys for Plaintiff ARMANDO ESQUIVEL, on
19 behalf of himself, all others similarly situated, and on
20 behalf of the general public
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