

MARALLE MESSRELIAN (SBN 316974)
maralle@mmlawapc.com
MM LAW, APC
500 N. Central Ave., Ste 840
Glendale, CA 91203
Telephone (818) 810-7747
Facsimile (818) 230-9018

Attorneys for Plaintiff,
EDILBERTO PAREDES, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION
(UNLIMITED JURISDICTION)**

EDILBERTO PAREDES, 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.

HERITAGE LANDSCAPE SERVICES,
INC., a California corporation; MICHAEL
HOOVER, an individual; and DOES 1 to 25,
inclusive,

Defendant(s).

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
01/29/2024 at 12:38:40 PM
Clerk of the Superior Court
By Andrea Naranjo, Deputy Clerk

Case No.: 37-2024-00004064-CU-OE-CTL

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 When Employment Ends (Lab. Code §§ 201–203);
- 7) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 8) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, EDILBERTO PAREDES (hereafter “Plaintiff”), on behalf of himself and all
2 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 Nos. 5-2001/16-2001
6 (hereafter “the Wage Order”), and the California Business and Professions Code against
7 HERITAGE LANDSCAPE SERVICES, INC., a California corporation; MICHAEL
8 HOOVER, an individual; and DOES 1 to 25, inclusive, (collectively “HERITAGE” 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 Edilberto Paredes is a resident of San Diego, California. At all relevant
26 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
27 Regulations Section 11050/11160 and an “Aggrieved Employee” within the meaning of Labor
28 Code Section 2699(c).

1 4. Defendant HERITAGE LANDSCAPE SERVICES, INC is a corporation
2 organized and existing under the laws of California and a citizen of California based on
3 Plaintiff's information and belief.

4 5. Defendant MICHAEL HOOVER is a citizen of California based on Plaintiff's
5 information and belief.

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

7 (a) Any employer or other person acting on behalf of an employer, who
8 violates, or causes to be violated, any provision regulating minimum wages or
9 hours and days of work in any order of the 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.

10 7. Based on Plaintiff's information and belief, Defendant MICHAEL HOOVER is
11 a natural person, and an owner, director, officer, and/or managing agent of HERITAGE
12 LANDSCAPE SERVICES, INC., who directly or indirectly, or through his agent, employed
13 or exercised control over the wages, hours, or working conditions of Plaintiff and the Class
14 (defined below). Therefore, he is liable to Plaintiff and the Class for his violations of, or
15 causing Defendants to violate, Labor Code sections 203, 226, 226.7, 1194, and 2802 pursuant
16 to Labor Code section 558.1.

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

23 9. Plaintiff is informed and believes and thereon alleges that, at all relevant times
24 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
25 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
26 and scope of such agency or employment, and with the approval and ratification of each of the
27 other Defendants.

28 10. At all relevant times, in perpetrating the acts and omissions alleged herein,

1 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
2 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
3 Members or otherwise complying with their rights in accordance with applicable California
4 labor laws as alleged herein.

5 11. 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 and/or practice,
7 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
8 below-described class in accordance with applicable laws as alleged herein.

9 **III. CLASS ALLEGATIONS**

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

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

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

22 15. **Numerosity:** The Class Members are so numerous that the individual joinder
23 of each individual Class Member is impractical. While Plaintiff does not currently know the
24 exact number of Class Members, Plaintiff is informed and believes that the actual number
25 exceeds the minimum required for numerosity under California laws.

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

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

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

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

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

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

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

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

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

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

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

27 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
28 that they have no known conflicts of interest with Plaintiff or absent Class Members, are

1 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
2 on behalf of Plaintiff and absent Class Members.

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

14 **IV. STATEMENT OF FACTS**

15 21. Wage Order 5-2001 applies to "all persons employed in the public
16 housekeeping industry," where "Public Housekeeping Industry" includes "Establishments
17 contracting for development, maintenance or cleaning of grounds..." (Id., §§ 1 & 2(P)(6).
18 Wage Order 16-2001 applies to "all job classifications associated with construction, including
19 but not limited to work involving alteration, demolition, building, excavation, renovation,
20 remodeling, maintenance, improvement, and repair work, by the California Business and
21 Professions Code, Division 3, Chapter 9, Sections 7025 et seq., and any other similar or
22 related occupations or trades. (§ 2(C)). At all relevant times during the applicable limitations
23 period, HERITAGE, Plaintiff, and the Class Members were covered by Wage Order 5-
24 2001/16-2001 because Plaintiff and all of the Class Members worked for HERITAGE in
25 landscape maintenance/construction occupations. Accordingly, Plaintiff and the Class
26 Members are entitled to the protections provided under the Wage Orders.

27 22. HERITAGE first began to employ Plaintiff as a laborer on or around August
28 31, 2015. Plaintiff's latest rate of pay was \$16.30 per hour. Plaintiff generally worked Monday

1 through Friday from approximately 6:30 a.m. to 3:00 p.m. Plaintiff's employment ended on or
2 around September 8, 2023.

3 23. At all relevant times, HERITAGE issued wages to Plaintiff and all of the other
4 Class Members on a biweekly basis and paid them by the hour. At all relevant times,
5 HERITAGE classified Plaintiff and all of the other Class Members as non-exempt employees
6 entitled to the protections of the Labor Code and the Wage Order.

7 24. HERITAGE failed to pay Plaintiff and the other Class Members for all time
8 worked or subject to its control. There was no formal clock-in/clock-out and timekeeping
9 system at the workplace, and, as such, Plaintiff and all of the other Class Members were not
10 paid for all hours worked. Plaintiff's paystubs consistently stated exactly 80 hours worked for
11 each bi-weekly pay period. In addition, to the extent employees such as Plaintiff and other
12 Class Members worked through their meal periods and those meal periods were interrupted,
13 they were not compensated for that time, which would be akin to a minimum wage violation.

14 25. HERITAGE failed to pay Plaintiff and the Class Members properly-calculated
15 overtime wages even though they worked more than 8 hours per day and/or 40 hours per week
16 throughout their employment. Plaintiff's and the Class Members' actual work hours (including
17 the "off the clock" hours mentioned above) entitled them to overtime compensation. However,
18 HERITAGE did not compensate Plaintiff and the Class Members with the correct amount of
19 overtime. It was not company policy to keep accurate track of all hours worked and to pay
20 employees the accurate amount of overtime, especially since the "off the clock" work was not
21 factored into the equation. Furthermore, any incentive payments and/or bonus payments were
22 not factored into employees' regular rate of pay for purposes of deciphering the correct
23 overtime rate of pay. In addition, any bonus and/or incentive payments were not factored into
24 the correct sick pay wages and meal and rest break premium pay per *Ferra v. Loews*
25 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

26 26. HERITAGE failed to provide all compliant meal periods and authorize and
27 permit all compliant rest periods to which Plaintiff and the other Class Members were entitled.
28 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute

1 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
2 periods for every four hours or major fraction thereof worked. Due to the workload, Plaintiff
3 and the Class Members would not be able to take timely, uninterrupted meal periods before
4 the 5th or 10th hour worked. On information and belief, HERITAGE did not keep track of
5 Plaintiff's and the Class Members' meal periods. Instead, HERITAGE instructed its
6 employees that they "MUST record on their timecard that meal periods begin at 10:55 and
7 ends at 11:30. If you fail to record the correct begin and end times you will be asked to make
8 the necessary corrections to your timecard." Similarly, Plaintiff and the other Class Members
9 were not able to take both of their 10-minute rest breaks due to the workload. Moreover, when
10 Plaintiff and the other Class Members took their meal periods, HERITAGE supervisors,
11 including Miguel Ponce, would interrupt them with questions about work related matters or
12 their meal periods were cut short due to their workload. On information and belief,
13 HERITAGE did not provide premium wages for these meal and rest break violations; if
14 HERITAGE did provide premium wages, they were not paid at the correct rate, as explained
15 above.

16 27. HERITAGE failed to reimburse Plaintiff and the other Class Members for
17 business expenses they incurred in direct consequence of the discharge of their duties.
18 HERITAGE required the Class Members to use their own personal vehicles to travel to work
19 sites and use their own personal cell phones to communicate with ownership/management
20 concerning work matters and scheduling. However, HERITAGE did not reimburse Plaintiff
21 and the other Class Members for their mileage and mobile phone expenses. Accordingly,
22 HERITAGE was in violation of California Labor Code sections 2800 and 2802.

23 28. HERITAGE failed to pay its employees all wages due to them within any time
24 period specified by California Labor Code section 204, including the minimum wages and
25 overtime as described above as well as meal/rest break premiums.

26 29. HERITAGE did not provide Plaintiff and the other Class Members accurate,
27 itemized wage statements in violation of Labor Code 226. Wage statements must include all
28 hours worked, overtime hours worked, all applicable hourly rates, the correct legal name and

1 correct address of employer entity, gross wages earned, all deductions, net wages earned,
2 reimbursement for business expenses, the correct start and end of the applicable pay period,
3 the employee ID numbers or social security numbers, among other items. Labor Code §
4 226(a)(2). HERITAGE's failure to maintain accurate records as to the hours worked daily by
5 employees also constitutes a violation of Labor Code section 1174(d).

6 30. Finally, because HERITAGE did not properly pay all wages earned as
7 explained herein, HERITAGE also failed to pay final wages owed to the Class Members in
8 violation of Labor Code section 203. These earned but unpaid wages include minimum wages
9 and compensation for all hours worked, overtime compensation, premium pay for missed meal
10 and rest breaks, and business expense reimbursement, among others.

11 31. Defendants have also violated Labor Code section 558 and engaged in business
12 practices which violate Business and Professions Code Section 17200.

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

- 15 A. Not provided with all off duty meal periods;
- 16 B. Not authorized and permitted to take all rest break periods;
- 17 C. Not paid one hour's pay for each workday in which Defendants failed to
18 authorize and permit them to take one or more timely rest periods;
- 19 D. Not paid one hour's pay for each workday in which Defendants failed to
20 provide them with one or more timely meal periods;
- 21 E. Not paid all wages earned, including, but not limited to, minimum,
22 regular, overtime, and doubletime wages for work performed while clocked out;
- 23 F. Not indemnified for all necessary business expenditures incurred during
24 the discharge of their duties;
- 25 G. Not provided with accurate and complete wage statements;
- 26 H. Not timely paid all earned and unpaid wages at the time their
27 employment ended.

28 ///

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED
AT THE CORRECT RATES OF PAY
(Lab. Code §§ 510, 1194, 1197, and 1198)
(By Plaintiff, on behalf of himself and the Class, against all Defendants)

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

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

35. Section 2(K) and 2(J) of Wage Order 5-2001 and 16-2001, respectively, define “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

36. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

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

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

1 (b) Double the employee's regular rate of pay for
2 all hours worked in excess of 12 hours in any
3 workday and for all hours worked in excess of
4 eight (8) hours on the seventh (7th) consecutive
5 day of work in a workweek.

6 (c) The overtime rate of compensation required to
7 be paid to a nonexempt full-time salaried
8 employee shall be computed by using the
9 employee's regular hourly salary as one-fortieth
10 (1/40) of the employee's weekly salary.

11 37. Section 4 of the Wage Order requires an employer to pay non-exempt employees
12 at least the minimum wage set forth therein for all hours worked, which consist of all hours that
13 an employer has actual or constructive knowledge that employees are working.

14 38. Labor Code section 510 states:

15 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
16 in one workday and any work in excess of 40 hours in any one workweek and
17 the first eight hours worked on the seventh day of work in any one workweek
18 shall be compensated at the rate of no less than one and one-half times the
19 regular rate of pay for an employee. Any work in excess of 12 hours in one day
20 shall be compensated at the rate of no less than twice the regular rate of pay for
21 an employee. In addition, any work in excess of eight hours on any seventh day
22 of a workweek shall be compensated at the rate of no less than twice the regular
23 rate of pay of an employee. Nothing in this section requires an employer to
24 combine more than one rate of overtime compensation in order to calculate the
25 amount to be paid to an employee for any hour of overtime work.

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

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

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

42. In conjunction, these provisions of the California Labor Code require employers
to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates

1 for all hours worked, including unrecorded hours when the employer knew or reasonably should
2 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
3 *Co.* (2000) 22 Cal.4th 575, 585.)

4 43. With respect to overtime wages, the regular rate of pay under California law
5 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
6 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to
7 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
8 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
9 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
10 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

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

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

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PROVIDE REST BREAKS**

22 **(Lab. Code §§ 226.7 and 1198)**

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

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

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

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

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

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

7 Rest Periods:

8 (A) Every employer shall authorize and permit all employees
9 to take rest periods, which insofar as practicable shall be in the
10 middle of each work period. The authorized rest period time
11 shall be based on the total hours worked daily at the rate often
12 (10) minutes net rest time per four (4) hours or major fraction
13 thereof. However, a rest period need not be authorized for
14 employees whose total daily work time is less than three and
15 one-half (3 1/2) hours. Authorized rest period time shall be
16 counted as hours worked for which there shall be no deduction
17 from wages.

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

23 50. In addition, Labor Code Section 226.7 states

24 (b) An employer shall not require an employee to work during a
25 meal or rest or recovery period mandated pursuant to an applicable
26 statute, or applicable regulation, standard, or order of the Industrial
27 Welfare Commission, the Occupational Safety and Health Standards
28 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.

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

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

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

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

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

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

1 required by California Labor Code § 226.7.

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

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

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PROVIDE MEAL PERIODS**

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

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

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

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

16 62. In relevant part, Labor Code § 1198 states,
17 "The maximum hours of work and the standard conditions of labor
18 fixed by the commission shall be the maximum hours of work and the
19 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."

20 63. In relevant part, Labor Code Section 512 states
21 "An employer may not employ an employee for a work period of more
22 than five hours per day without providing the employee with a meal
23 period of not less than 30 minutes, except that if the total work period
24 per day of the employee is no more than six hours, the meal period may
be waived by mutual consent of both the employer and employee. An
25 employer may not employ an employee for a work period of more than
10 hours per day without providing the employee with a second meal
26 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
27 mutual consent of the employer and the employee only if the first meal
period was not waived."

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

Meal Periods:

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

(B) 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 the 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 using their own personal vehicles to travel to work sites and use their own personal cell phones to communicate with ownership/management concerning work matters and scheduling. 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;

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

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

5 E. Net wages earned;

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

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

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

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

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

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

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

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

28 D. The name of the employee and only the last four digits of his or her social

1 security number or an employee identification number other than a social security number; and

2 E. The number of piece-rate units earned and the piece rate.

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

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

1 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
2 led to the submission of inaccurate information about wages to state and federal government
3 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
4 wage statements whether Defendants complied with their obligations under California Labor
5 Code section 226(a).

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

12 **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

22 89. Labor Code § 202 provides that all earned and unpaid wages of an employee
23 who quits after providing at least 72-hours notice before quitting are due and payable at the
24 time of quitting and that all earned and unpaid wages of an employee who quits without
25 providing at least 72-hours notice before quitting are due and payable within 72 hours.

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

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

7 92. By failing to pay such earned wages to Plaintiff and the Class Members,
8 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
9 § 201 or § 202.

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

15 94. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
16 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
17 penalties for each Class Member.

18 **SEVENTH CAUSE OF ACTION**

19 **CIVIL PENALTIES**

20 **(Lab. Code §§ 2698, *et seq.*)**

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

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

23 96. The "Aggrieved Employees" are all members of the Class defined above who
24 Defendants employed during the period beginning September 27, 2022 and ending on the date
25 that final judgment is entered in this action.

26 97. Labor Code § 204 states

27 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
28 or 204.2, earned by any person in any employment are due and payable twice
 during each calendar month, on days designated in advance by the employer as
 the regular paydays. Labor performed between the 1st and 15th days, inclusive,

1 of any calendar month shall be paid for between the 16th and the 26th day of the
2 month during which the labor was performed, and labor performed between the
3 16th and the last day, inclusive, of any calendar month, shall be paid for
4 between the 1st and 10th day of the following month. ...

5 (b) (1) Notwithstanding any other provision of this section, all wages
6 earned for labor in excess of the normal work period shall be paid no later than
7 the payday for the next regular payroll period.

8 (2) An employer is in compliance with the requirements of subdivision (a)
9 of Section 226 relating to total hours worked by the employee, if hours worked
10 in excess of the normal work period during the current pay period are itemized
11 as corrections on the paystub for the next regular pay period. Any corrections set
12 out in a subsequently issued paystub shall state the inclusive dates of the pay
13 period for which the employer is correcting its initial report of hours worked.

14 (c) However, when employees are covered by a collective bargaining
15 agreement that provides different pay arrangements, those arrangements shall
16 apply to the covered employees.

17 (d) The requirements of this section shall be deemed satisfied by the
18 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
19 are paid not more than seven calendar days following the close of the payroll
20 period.

21 98. Defendants paid wages to employees on regular intervals. Defendants,
22 however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked.
23 On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
24 Employees on such intervals for all wages earned and all hours worked.

25 99. Labor Code section 1174, which also pertains to recordkeeping, states:

26 Every person employing labor in this state shall

27 ...

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

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

1 100. Defendants failed to compensate Plaintiff and all of the other Aggrieved
2 Employees for all hours worked at the correct rates of pay, including all minimum wages
3 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
4 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
5 net wages earned, and related compensation. As a result, Defendants have failed to accurately
6 maintain all records required by section 1174 and the Wage Order, including but not limited to
7 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
8 applicable hourly rates during each payroll period.

9 101. During the applicable time period, Defendants violated California Labor Code
10 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

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

14 103. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
15 Members are entitled to recover civil penalties for each of the Defendants' violations of
16 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194,
17 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

18 A. For violations of California Labor Code § 204, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
20 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
21 established by California Labor Code § 210).

22 B. For violations of California Labor Code § 226(a), two hundred fifty
23 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
24 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
25 established by California Labor Code § 226.3).

26 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
27 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
28 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts

1 established by California Labor Code § 558).

2 D. For violations of California Labor Code § 1174, five hundred dollars
3 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
4 California Labor Code § 1174.5).

5 E. For violations of California Labor Code § 1197, one hundred dollars
6 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
7 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
8 per pay period (regardless of whether the initial violations were intentionally committed)
9 (penalty amounts established by California Labor Code § 1197.1).

10 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
11 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
12 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
13 pay period for each subsequent violation (penalty amounts established by California Labor
14 Code § 2699(f)(2)).

15 104. Plaintiff has complied with the procedures for bringing suit specified in
16 California Labor Code § 2699.3. By letter dated September 27, 2023, Plaintiff filed written
17 notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written
18 notice by certified mail to Defendants of the specific provisions of the California Labor Code
19 alleged to have been violated, including the facts and theories to support the alleged violations.
20 Plaintiff accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has
21 failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but
22 Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing him that it
23 does not intend to investigate these allegations.

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

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

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

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

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

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

9 108. The unlawful conduct of Defendants alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 109. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, gas, mileage, mobile phone,
19 and other expenses, and comparable money and property.

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

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

27 ///

28 ///

1 **V. PRAYER FOR RELIEF**

2 112. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
3 for relief and judgment against Defendants as follows:

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

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

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

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

21 **VI. DEMAND FOR JURY TRIAL**

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

24 Dated: January 29, 2024

MM LAW, APC

25 By Maralle Messrelan
26 Maralle Messrelan, Esq.
27 Attorneys for Plaintiff,
28 EDILBERTO PAREDES, and all others
similarly situated