

**JUSTICE FOR WORKERS, P.C.**

Young K. Park, SB# 287589

E-Mail: young@justiceforworkers.com

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff BYRON GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

BYRON GARCIA, an individual and on behalf  
of all others similarly situated;

Plaintiff,

vs.

TCM RENOVATIONS CORP., a California  
corporation; and DOES 1 through 50,

Defendants.

Case No.: CVRI2305692

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);**
- (2) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558);**
- (3) **WAGE STATEMENT PENALTIES  
(LABOR CODE § 226);**
- (4) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (5) **FAILURE TO REIMBURSE  
NECESSARY BUSINESS EXPENSES  
(LABOR CODE § 2802);**
- (6) **UNFAIR COMPETITION (BUS &  
PROF CODE §§ 17200, *et seq.*); and**
- (7) **CIVIL PENALTIES UNDER THE  
CALIFORNIA PRIVATE  
ATTORNEYS GENERAL ACT  
(LABOR CODE §§ 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff BYRON GARCIA (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint  
3 (“Complaint”) against Defendants TCM RENOVATIONS CORP., a California corporation, and  
4 DOES 1 to 50 inclusive (collectively “Defendants”), and on information and belief alleges as  
5 follows:

#### 6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,  
10 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order  
11 16-2001 (“Wage Order 16”), in addition to seeking injunctive relief, declaratory relief, and  
12 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This  
13 Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in  
14 controversy exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have  
16 agents, and/or transact business in the State of California, including Riverside County, and some of  
17 the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff  
18 was employed by Defendants within Riverside County.

#### 19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of  
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to  
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.  
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of  
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*  
25 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,  
26 2802, 2698, *et seq.*, and Wage Order 16.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the  
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,  
2 similarly-situated non-exempt employees within Riverside County, and the State of California and,  
3 therefore, were (and are) doing business in Riverside County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or  
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,  
8 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,  
10 and proximately caused Plaintiff, the Classes (as defined below), and Aggrieved Employees (as  
11 defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages  
12 complained of herein.

13 6. At all times herein mentioned, each of said Defendants participated in the doing of  
14 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,  
15 Defendants, and each of them, were the agents, servants, and employees of each of the other  
16 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
17 within the course and scope of said agency and employment.

18 7. Plaintiff is informed and believes, and based thereon alleges, that at all times  
19 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
20 joint venturer of, or working in concert with each of the other co-Defendants and was acting within  
21 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent  
22 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining  
23 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

24 8. At all times herein mentioned, Defendants, and each of them, were members of, and  
25 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and  
26 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

27 9. At all times herein mentioned, the acts and omissions of various Defendants, and  
28 each of them, concurred and contributed to the various acts and omissions of each and all of the

1 other Defendants in proximately causing the injuries and damages as herein alleged.

2 **FACTUAL ALLEGATIONS**

3 10. Defendants own and operate an apartment renovation company in Lake Elsinore,  
4 California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from  
5 approximately October 10, 2022 to approximately September 14, 2023 as technician.

6 11. Defendants failed to provide Plaintiff and other non-exempt employees with all  
7 legally compliant meal periods due to Defendants' meal period policies/practices, which have  
8 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),  
9 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt  
10 employees were not able to take their legally compliant meal breaks due to work demands imposed  
11 by Defendants. For example, Plaintiff and other non-exempt employees were instructed by  
12 Defendants to clock out for their meal periods at a specified time for the appearance they took  
13 compliant meal periods even though they were not provided with compliant meal periods. Upon  
14 information and belief, Defendants do not keep accurate records of Plaintiff's and other non-exempt  
15 employees' hours worked, including accurate time records showing when employees take their meal  
16 periods. On those occasions when Plaintiff and other non-exempt employees were not provided  
17 with all legally compliant meal periods to which they were entitled, Defendants failed to  
18 compensate Plaintiff and other non-exempt employees with the required meal period premium(s)  
19 for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon  
20 information and belief, Defendants maintained no mechanism for the payment of meal period  
21 premium payments as required by Labor Code § 226.7 in the event that a legally compliant meal  
22 period was not provided to their non-exempt employees.

23 12. Plaintiff and other non-exempt employees were not authorized and permitted to take  
24 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to  
25 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction  
26 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest  
27 breaks due to work demands imposed by Defendants. Defendants failed to authorize and permit rest  
28 periods to Plaintiff and other non-exempt employees in the middle of each work period and forced

1 them to combine their rest periods with their meal periods. On those occasions when Plaintiff and  
2 other non-exempt employees were not authorized and permitted to take all legally compliant rest  
3 periods to which they were entitled, Defendants failed to compensate them with the required rest  
4 period premium(s) for each workday there was a rest period violation as mandated by Labor Code §  
5 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of rest  
6 period premium payments as required by Labor Code § 226.7, in the event that a legally compliant  
7 rest period was not authorized and permitted to their non-exempt employees.

8 13. As a result of Defendants' failure to pay all failure to pay all meal and rest period  
9 premium wages and unlawful timekeeping and payroll practices as alleged above, Defendants  
10 maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other  
11 non-exempt employees. As a further result of Defendants' failure to pay all meal and rest period  
12 premium wages, Defendants failed to timely pay all final wages to Plaintiff and other former non-  
13 exempt employees upon their separation of employment from Defendants.

14 14. Additionally, Defendants required Plaintiff and other non-exempt employees to bring  
15 in tools such as saws, grinders, drills, levels, meters, and electricity pliers; use their personal vehicle  
16 to transport materials; and use their personal cellphones to clock in and out of their shifts and meal  
17 periods and communicate about work and supplies that need to be purchased during their shifts.  
18 Despite requiring employees to incur these necessary business expenses, Defendants failed to  
19 reimburse Plaintiff and other non-exempt employees for the cost of the tools, mileage, and  
20 cellphones.

### 21 **CLASS ACTION ALLEGATIONS**

22 15. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following  
23 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 24 a. Meal Period Class: All current and former non-exempt employees of Defendants in  
25 the State of California who: (i) worked at least one shift in excess of 5.0 hours;  
26 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years  
27 immediately preceding the filing of this action through the present.

28 ///

- 1           b.     Rest Period Class: All current and former non-exempt employees of Defendants in  
2                     the State of California who worked at least one shift of 3.5 or more hours, during the  
3                     four years immediately preceding the filing of this action through the present.
- 4           c.     Wage Statement Class: All current and former non-exempt employees of Defendants  
5                     in the State of California who received a wage statement, during the one year  
6                     immediately preceding the filing of this action through the present.
- 7           d.     Waiting Time Penalty Class: All of Defendants' formerly employed members of the  
8                     Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class  
9                     during the three years immediately preceding the filing of this action through the  
10                    present.
- 11          e.     Expense Reimbursement Class: All current and former non-exempt employees of  
12                     Defendants in the State of California who were not reimbursed for all necessary  
13                     business expenses, during the four years immediately preceding the filing of this  
14                     action through the present.

15          16.    **Numerosity/Ascertainability**: The members of the Classes are so numerous that  
16                    joinder of all members would be impractical, if not impossible. The membership of the Classes is  
17                    unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
18                    greater than 50 individuals. The identity of such membership is readily ascertainable via inspection  
19                    of Defendants' employment records, including payroll records.

20          17.    **Common Questions of Law and Fact Predominate/Well-Defined Community of**  
21                    **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of  
22                    the Classes, which predominate over questions affecting only individual members including,  
23                    without limitation to:

- 24           a.     Whether Defendants provided all legally compliant meal periods or paid meal period  
25                     premium wages due to members of the Meal Period Class pursuant to Labor Code §§  
26                     226.7 and 512;
- 27           b.     Whether Defendants authorized and permitted all legally compliant rest periods or  
28                     paid all rest period premium wages due to members of the Rest Period Class

pursuant to Labor Code §§ 226.7 and 516;

- c. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- d. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802; and
- e. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, was not paid all final wages upon separation of employment, was not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all necessary business expenses.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

20. **Superiority:** The Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws

1 and labor standards protect the average working employee from exploitation by employers who  
2 have the responsibility to follow the laws and who may seek to take advantage of superior economic  
3 and bargaining power in setting onerous terms and conditions of employment. The nature of this  
4 action and the format of laws available to Plaintiff and members of the Classes make the class  
5 action format a particularly efficient and appropriate procedure to redress the violations alleged  
6 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily  
7 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited  
8 resources of each individual plaintiff with their vastly superior financial and legal resources.

9         21.       Moreover, requiring each member of the Class(es) to pursue an individual remedy  
10 would also discourage the assertion of lawful claims by employees who would be disinclined to file  
11 an action against their former and/or current employer for real and justifiable fear of retaliation and  
12 permanent damages to their careers at subsequent employment. The claims of the individual  
13 members of the Class are not sufficiently large to warrant vigorous individual prosecution  
14 considering all of the concomitant costs and expenses attending hereto.

15         22.       Furthermore, the prosecution of separate actions by the individual class members,  
16 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
17 with respect to the individual class members against Defendants herein; and which would establish  
18 potentially incompatible standards of conduct for Defendants; and/or legal determinations with  
19 respect to individual class members which would, as a practical matter, be dispositive of the interest  
20 of the other class members not parties to adjudications or which would substantially impair or  
21 impede the ability of the class members to protect their interests. As such, the Classes identified  
22 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

23                                 **FIRST CAUSE OF ACTION**

24                                 **MEAL PERIOD VIOLATIONS**

25                                 **(Against All Defendants)**

26         23.       Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
27 fully set forth herein.

28       ///

1           24.     Plaintiff is informed and believes, and based thereon alleges, that Defendants failed  
2 in their affirmative obligation to provide all of their non-exempt employees in California, including  
3 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in  
4 accordance with the mandates of the Labor Code and Wage Order 16, § 11.

5           25.     Despite Defendants' violations, Defendants did not pay an additional hour of pay to  
6 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in  
7 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

8           26.     As a consequence of Defendants' unlawful meal period practices, Plaintiff and  
9 members of the Meal Period Class seek recovery of unpaid premium wages for meal period  
10 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code  
11 §§ 226.7, 512, 558, Wage Order 16, and Civil Code §§ 3287 and 3289.

12                               **SECOND CAUSE OF ACTION**

13                               **REST PERIOD VIOLATIONS**

14                               **(Against All Defendants)**

15           27.     Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
16 fully set forth herein.

17           28.     Labor Code §§ 226.7, 516, 558, and Wage Order 16, § 12 and establish the right of  
18 employees to be provided with a rest period of at least 10 minutes for each four-hour period  
19 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that  
20 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class  
21 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals  
22 an additional hour of pay at their respective regular rate for the rest periods that they failed to  
23 authorize and permit them to take, as required by Labor Code § 226.7.

24           29.     As a consequence of Defendants' unlawful rest period practices, Plaintiff and  
25 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations  
26 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,  
27 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 16, and Civil Code §§  
28 3287 and 3289.

1 **THIRD CAUSE OF ACTION**

2 **WAGE STATEMENT PENALTIES**

3 **(Against All Defendants)**

4 30. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
5 fully set forth herein.

6 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
8 and members of the Wage Statement Class with accurate and complete, itemized wage statements  
9 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay  
10 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay  
11 period, and/or the correct name and address of the legal entity that is the employer in violation of  
12 Labor Code § 226.

13 32. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class  
14 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led  
15 to, among other things, the non-payment of minimum and overtime wages and meal and rest period  
16 premium wages owed and deprived them of the information necessary to identify the discrepancies  
17 in Defendants' reported payroll data.

18 33. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and  
19 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable  
20 attorneys' fees, and costs of suit according to California Labor Code § 226.

21 **FOURTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(Against All Defendants)**

24 34. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
25 fully set forth herein.

26 35. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an  
27 employer to pay all wages immediately at the time of separation of employment in the event the  
28 employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,  
2 said employee's wages become due and payable not later than 72 hours upon said employee's last  
3 date of employment.

4 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed  
5 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their  
6 separation from employment, including unpaid minimum and overtime wages as well as unpaid  
7 meal and rest period premium wages.

8 37. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a  
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of  
10 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to  
11 the requirements of Labor Code §§ 201-202.

12 38. Defendants' failure to pay all final wages was willful within the meaning of Labor  
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting  
14 Time Class their earned wages upon separation from employment results in continued payment of  
15 daily wages up to thirty days from the time the wages were due.

16 39. As a consequence of Defendants' unlawful practices, Plaintiff and members of the  
17 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §  
18 203.

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

21 **(Against All Defendants)**

22 40. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
23 fully set forth herein.

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

28 ///

1           42.     Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and  
2 members of the Expense Reimbursement Class all necessary business expenses they incurred in the  
3 performance of their job duties.

4           43.     As a consequence of Defendants' unlawful practices, Plaintiff and members of the  
5 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable  
6 attorneys' fees, and costs of suit pursuant to Labor Code § 2802.

7                                   **SIXTH CAUSE OF ACTION**

8                                   **UNFAIR COMPETITION**

9                                   **(Against All Defendants)**

10          44.     Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
11 fully set forth herein.

12          45.     Defendants have engaged and continue to engage in unfair and/or unlawful business  
13 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 14           a.     failing to provide Plaintiff and members of the Meal Period Class with all meal  
15 periods to which they are entitled, and failing to pay them all meal period premium  
16 wages due;
- 17           b.     failing to authorize and permit Plaintiff and members of the Rest Period Class all rest  
18 periods to which they are entitled, and failing to pay them all rest period premium  
19 wages due;
- 20           c.     failing to issue accurate and itemized wage statements to Plaintiff and members of  
21 the Wage Statement Class;
- 22           d.     failing to timely pay all final wages to Plaintiff and members of the Waiting Time  
23 Penalty Class; and
- 24           e.     failing to reimburse all necessary business expenses to Plaintiff and members of the  
25 Expense Reimbursement Class.

26          46.     Defendants' utilization of these unfair and/or unlawful business practices deprived  
27 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
28 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over

1 Defendants' competitors who have been and/or are currently employing workers and attempting to  
2 do so in honest compliance with applicable wage and hour laws.

3 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
4 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of  
5 monies, as necessary and according to proof, to restore any and all monies withheld, acquired  
6 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

7 48. The acts complained of herein occurred within the last four years immediately  
8 preceding the filing of the Complaint in this action.

9 **SEVENTH CAUSE OF ACTION**

10 **PRIVATE ATTORNEYS GENERAL ACT**

11 **(Against All Defendants)**

12 49. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
13 fully set forth herein.

14 50. Plaintiff, an "aggrieved employee" within the meaning of Labor Code § 2698, *et*  
15 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved  
16 Employees"), brings this representative action against Defendants to recover the civil penalties due  
17 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant  
18 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial  
19 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or  
20 intentional violation pursuant to Labor Code § 210 and/or 225.5 for each failure to pay each  
21 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and  
22 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)  
23 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §  
24 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each  
25 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
26 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as  
27 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and  
28 \$200 for each subsequent violation per employee per pay period for those violations of the Labor

Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- g. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;
- h. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

51. On or about October 24, 2023, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

1 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has  
2 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act  
3 with respect to these violations.

4 52. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive  
5 under California Labor Code § 2699(g).

6 **PRAYER FOR RELIEF**

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

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiff as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 12 4. Upon the First Cause of Action, for meal period premium wages according to proof  
13 pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 5. Upon the Second Cause of Action, for rest period premium wages according to proof  
15 pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code §  
17 226;
- 18 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §  
19 203;
- 20 8. Upon the Fifth Cause of Action, for unreimbursed business expenses according to  
21 proof pursuant to Labor Code § 2802;
- 22 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the  
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
24 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*  
25 *seq.*;
- 26 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other  
27 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§  
28 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each

1 failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
2 violation pursuant to Labor Code § 210 and/or 225.5 for each failure to pay each employee, plus  
3 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each  
4 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for  
5 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1  
6 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each  
7 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
8 Labor Code section 256, a civil penalty in an amount not exceeding 30 days per former employee as  
9 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and  
10 \$200 for each subsequent violation per employee per pay period for those violations of the Labor  
11 Code for which no civil penalty is specifically provided;

12 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6  
13 and Civil Code §§ 3287 and 3289;

14 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
15 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

16 13. For such other and further relief, the Court may deem just and proper.

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands a trial by jury on all claims.  
19

20 DATED: December 27, 2023

**JUSTICE FOR WORKERS, P.C.**

21  
22 By: 

23 Young K. Park  
24 William C. Sung  
25 Attorneys for Plaintiff BYRON GARCIA  
26  
27  
28