



June 28, 2024

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

LAWRENCE EQUIPMENT LEASING, INC.

LAWRENCE EQUIPMENT, INC.

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Sent via Electronic Transmission

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiff CHRISTOHER CANTU (“Plaintiff”) and other aggrieved employees in a proposed lawsuit against Defendant LAWRENCE EQUIPMENT LEASING, INC. and/or Defendant LAWRENCE EQUIPMENT, INC., (“Defendants”). Plaintiff was employed by Defendants in California from April of 2024 through May of 2024, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to him and other aggrieved employees, which among other violations of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804, violates the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all current and former non-exempt employees who worked for Defendants in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiff, and (v) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants is on notice that Plaintiff continues his investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Act of 2004 on behalf of Plaintiff and all aggrieved California employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

ZAKAY LAW

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay, Esq.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

RUDY PEDROZA and CHRISTOPHER
CANTU, individuals, on behalf of themselves,
and on behalf of all persons similarly situated,

Plaintiffs,

v.

LAWRENCE EQUIPMENT LEASING, INC.,
a California corporation; LAWRENCE
EQUIPMENT, INC., a California corporation;
and DOES 1-50, Inclusive,

Defendants.

Case No: 24STCV09752

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;

- 1 6) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 7) FAILURE TO PROVIDE ACCURATE
5 ITEMIZED STATEMENTS IN
6 VIOLATION OF CAL. LAB. CODE § 226;
7 8) FAILURE TO PROVIDE WAGES WHEN
8 DUE IN VIOLATION OF CAL. LAB.
9 CODE §§ 201, 202 AND 203.
10 9) VIOLATION OF THE PRIVATE
11 ATTORNEYS GENERAL ACT [LABOR
12 CODE §§ 2698 ET SEQ.

13 **DEMAND FOR A JURY TRIAL**

14 Plaintiffs RUDY PEDROZA (“Plaintiff Pedroza”) and CHRISTOPHER CANTU (“Plaintiff
15 Cantu”) (hereinafter collectively “PLAINTIFFS”), individuals, on behalf of themselves and all
16 other similarly situated current and former employees, allege on information and belief, except for
17 their own acts and knowledge which are based on personal knowledge, the following:

18 **PRELIMINARY ALLEGATIONS**

19 1. Defendant LAWRENCE EQUIPMENT LEASING, INC. (“Defendant”) is a
20 California corporation that at all relevant times mentioned herein conducted and continues to
21 conduct substantial and regular business throughout California.

22 2. Defendant LAWRENCE EQUIPMENT, INC. (“Defendant”) is a California
23 corporation that at all relevant times mentioned herein conducted and continues to conduct
24 substantial and regular business throughout California.

25 3. Defendant LAWRENCE EQUIPMENT, INC. and/or Defendant LAWRENCE
26 EQUIPMENT LEASING, INC. were the joint employers of PLAINTIFFS as evidenced by the
27 documents issued to PLAINTIFFS and by the company PLAINTIFFS performed work for
28 respectively and are therefore jointly responsible as employers for the conduct alleged herein as
“DEFENDANTS” and/or “DEFENDANT.”.

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1 4. DEFENDANT is a design and manufacturing company of production systems for
2 products like tortillas, flatbreads, pizza, and other frying systems throughout the state of
3 California, including the county of Los Angeles, where PLAINTIFFS worked.

4 5. Plaintiff Pedroza was employed by DEFENDANT in California from September
5 of 2022 through July of 2023 as a non-exempt employee, working as a purchasing agent, paid on
6 an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
7 and overtime wages due for all time worked.

8 6. Plaintiff Cantu was employed by DEFENDANT in California from April of 2024
9 through May of 2024 as a non-exempt employee, working as a maintenance mechanic, paid on
10 an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum
11 and overtime wages due for all time worked.

12 7. PLAINTIFFS bring this Class Action on behalf of themselves and a California
13 class, defined as all persons who are or previously were employed by Defendant Lawrence
14 Equipment Leasing, Inc. and/or Defendant Lawrence Equipment and classified as non-exempt
15 employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years
16 prior to the filing of the original Complaint and ending on the date as determined by the Court
17 (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the
18 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

19 8. PLAINTIFFS bring this Class Action on behalf of themselves and a
20 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
21 incurred during the CLASS PERIOD caused by DEFENDANT's uniform policy and practice
22 which failed to lawfully compensate these employees. DEFENDANT's uniform policy and
23 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
24 DEFENDANT retained and continues to retain wages due PLAINTIFFS and the other members
25 of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the CALIFORNIA
26 CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the
27 named PLAINTIFFS and the other members of the CALIFORNIA CLASS who have been
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1 economically injured by DEFENDANT's past and current unlawful conduct, and all other
2 appropriate legal and equitable relief.

3 9. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFFS who therefore sue these DEFENDANTS by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when they are
8 ascertained. PLAINTIFFS are informed and believes, and based upon that information and belief
9 alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 50,
10 inclusive, are responsible in some manner for one or more of the events and happenings that
11 proximately caused the injuries and damages hereinafter alleged.

12 10. The agents, servants and/or employees of the Defendant and each of them acting
13 on behalf of the Defendant acted within the course and scope of his, her or its authority as the
14 agent, servant and/or employee of the Defendant, and personally participated in the conduct
15 alleged herein on behalf of the Defendant with respect to the conduct alleged herein.
16 Consequently, the acts of each Defendant are legally attributable to the other Defendants and all
17 Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
19 Defendants' agents, servants and/or employees.

20 11. DEFENDANT was PLAINTIFFS' employers or persons acting on behalf of the
21 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
22 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
23 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
24 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
25 at all relevant times.

26 12. DEFENDANT were PLAINTIFFS' employers or persons acting on behalf of
27 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
28 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any

1 employee a wage less than the minimum fixed by California state law, and as such, are subject to
2 civil penalties for each underpaid employee.

3 13. DEFENDANT's uniform policies and practices alleged herein were unlawful,
4 unfair, and deceptive business practices whereby DEFENDANT retained and continues to retain
5 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

6 14. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
7 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFFS and
8 other members of the CALIFORNIA CLASS who has been economically injured by
9 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable
10 relief.

11 **JURISDICTION AND VENUE**

12 15. This Court has jurisdiction over this Action pursuant to California Code of Civil
13 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
14 action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees
15 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

16 16. Venue is proper in this Court pursuant to California Code of Civil Procedure,
17 Sections 395 and 395.5, because DEFENDANT operates in locations across California, employs
18 the CALIFORNIA CLASS across California, including in this County, and committed the
19 wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

20 **THE CONDUCT**

21 17. In violation of the applicable sections of the California Labor Code and the
22 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
23 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
24 failed to provide legally compliant meal and rest periods, failed to accurately compensate
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest
26 periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all
27 time worked, failed to compensate PLAINTIFFS for off-the-clock work, failed to pay
28 PLAINTIFFS and the other members of the CALIFORNIA CLASS overtime at the correct

1 regular rate of pay, failed to compensate PLAINTIFFS and other members of the CALIFORNIA
2 CLASS meal rest premiums at the regular rate, failed to reimburse PLAINTIFFS and other
3 CALIFORNIA CLASS Members for business expenses, and failed to issue to PLAINTIFFS and
4 the members of the CALIFORNIA CLASS with accurate itemized wage statements showing,
5 among other things, all applicable hourly rates in effect during the pay periods and the
6 corresponding amount of time worked at each hourly rate. DEFENDANT's uniform policies and
7 practices are intended to purposefully avoid the accurate and full payment for all time worked as
8 required by California law which allows DEFENDANT to illegally profit and gain an unfair
9 advantage over competitors who comply with the law. To the extent equitable tolling operates to
10 toll claims by the CALIFORNIA CLASS against DEFENDANT, the CLASS PERIOD should be
11 adjusted accordingly.

12 **A. Meal Period Violations**

13 18. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
14 required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
15 meaning the time during which an employee is subject to the control of an employer, including
16 all the time the employee is suffered or permitted to work. From time to time during the CLASS
17 PERIOD, DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work
18 without paying them for all the time they were under DEFENDANT's control. Specifically,
19 DEFENDANT required PLAINTIFFS to work while clocked out during what was supposed to
20 be PLAINTIFFS off-duty meal break. Indeed, there were many days where PLAINTIFFS did not
21 even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
22 Members forfeited minimum wage and overtime compensation by regularly working without their
23 time being accurately recorded and without compensation at the applicable minimum wage and
24 overtime rates. DEFENDANT's uniform policy and practice not to pay PLAINTIFFS and other
25 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANT's business
26 records.

27 19. From time to time during the CLASS PERIOD, as a result of their rigorous work
28 schedules and DEFENDANT's inadequate staffing practices, PLAINTIFFS and other

1 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minutes off duty
2 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
3 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANT for
4 more than five (5) hours during some shifts without receiving a meal break. The nature of the
5 work performed by PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify
6 for the limited and narrowly construed “on-duty” meal period exception. When they were
7 provided with meal periods, PLAINTIFFS and other CALIFORNIA CLASS Members were, from
8 time to time, required to remain on duty and on call. Further, DEFENDANTS from time to time
9 required PLAINTIFFS and other CALIFORNIA CLASS Members to maintain cordless
10 communication devices in order to receive and respond to work-related communications during
11 what was supposed to be their off-duty meal breaks. DEFENDANT’s failure to provide
12 PLAINTIFFS and the CALIFORNIA CLASS Members with legally required meal breaks is
13 evidenced by DEFENDANT’s business records. PLAINTIFFS and other members of the
14 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
15 accordance with DEFENDANT’s strict corporate policy and practice.

16 **B. Rest Period Violations**

17 20. From time to time during the CLASS PERIOD, PLAINTIFFS and other
18 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
19 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
20 DEFENDANT’s inadequate staffing. Further, for the same reasons, these employees were denied
21 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
22 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
23 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
24 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
25 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
26 CLASS Members were, from time to time, required to remain on duty and/or on call. Further,
27 DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA CLASS
28 Members to maintain cordless communication devices in order to receive and respond to work-

1 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFFS
2 and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu*
3 thereof. As a result of their rigorous work schedules and DEFENDANT's inadequate staffing,
4 PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time denied their
5 proper rest periods by DEFENDANT and DEFENDANT's managers.

6 **C. Unreimbursed Business Expenses**

7 21. DEFENDANT as a matter of corporate policy, practice, and procedure,
8 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
9 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
10 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
11 their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers
12 are required to indemnify employees for all expenses incurred in the course and scope of their
13 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
16 even though unlawful, unless the employee, at the time of obeying the directions, believed them
17 to be unlawful."

18 22. In the course of their employment, DEFENDANT required PLAINTIFFS and
19 other CALIFORNIA CLASS Members to use their personal cell phones and personal vehicle as
20 a result of and in furtherance of their job duties, including but not limited to receiving and/or
21 responding to work-related communications and performing work-related duties. However,
22 DEFENDANT unlawfully failed to reimburse PLAINTIFFS and other CALIFORNIA CLASS
23 Members for the use of their personal cell phones and personal vehicle. DEFENDANT also failed
24 to reimburse PLAINTIFFS and other CALIFORNIA CLASS Members for a required uniform.
25 As a result, in the course of their employment with DEFENDANT, the PLAINTIFFS and other
26 CALIFORNIA CLASS Members incurred unreimbursed business expenses that included, but
27 were not limited to, costs related to the use of their personal cell phones, personal vehicle, and
28 required uniform.

1 **D. Wage Statement Violations**

2 23. California Labor Code Section 226 required an employer to furnish its employees
3 and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
4 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
5 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
6 name of the employee and only the last four digits of the employee's social security number or an
7 employee identification number other than a social security number, (8) the name and address of
8 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate by the employee.

10 24. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
11 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
12 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANT also
13 failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and
14 accurate wage statements which failed to show, the complete requirements under California Labor
15 Code sections 226(a)(1)-(9), including but not limited to, all deductions, the total hours worked
16 and all applicable hourly rates in effect during the pay period and the corresponding amount of
17 time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
18 periods and the name and address of the legal entity that is the employer .

19 25. In addition to the foregoing, DEFENDANT, from time to time, failed to provide
20 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
21 Cal. Lab. Code § 226(a)(1)-(9).

22 26. As a result, DEFENDANT issued PLAINTIFFS and other members of the
23 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
24 DEFENDANT's violations are knowing and intentional, were not isolated due to an unintentional
25 payroll error due to clerical or inadvertent mistake.

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1 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

2 27. During the CLASS PERIOD, from time-to-time DEFENDANT failed and
3 continues to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
4 for all hours worked.

5 28. During the CLASS PERIOD, from time-to-time DEFENDANT required
6 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
7 work and work, including but not limited to, submitting to spending time waiting to clock in due
8 to DEFENDANT'S faulty timekeeping system. This resulted in PLAINTIFFS and other members
9 of the CALIFORNIA CLASS having to work while off-the-clock.

10 29. DEFENDANT directed and directly benefited from the undercompensated off-the-
11 clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

12 30. DEFENDANT controlled the work schedules, duties, and protocols, applications,
13 assignments, and employment conditions of PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS.

15 31. DEFENDANT was able to track the amount of time PLAINTIFFS and the other
16 members of the CALIFORNIA CLASS spent working; however, DEFENDANT failed to
17 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
18 wages earned and owed for all the work they performed.

19 32. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
20 exempt employees, subject to the requirements of the California Labor Code.

21 33. DEFENDANT's policies and practices deprived PLAINTIFFS and the other
22 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
23 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
24 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
25 eight (8) hours per day, DEFENDANT's policies and practices also deprived them of overtime
26 pay.

27 34. DEFENDANT knew or should have known that PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

1 35. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANT's direction, control, and
3 benefit for the time spent working while off-the-clock. DEFENDANT's uniform policy and
4 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
5 hours worked in accordance with applicable law is evidenced by DEFENDANT's business
6 records.

7 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
8 **and Redeemed Sick Pay**

9 36. From time to time during the CLASS PERIOD, DEFENDANT failed and
10 continues to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
11 CLASS Members for their overtime and double time hours worked, meal and rest period
12 premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA
13 CLASS Members forfeited wages due to them for working overtime without compensation at the
14 correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay
15 rates. DEFENDANT's uniform policy and practice not to pay the CALIFORNIA CLASS
16 Members at the correct rate for all overtime and double time worked, meal and rest period
17 premiums, and sick pay in accordance with applicable law is evidenced by DEFENDANT's
18 business records.

19 37. State law provides that employees must be paid overtime at one-and-one-half times
20 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
21 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
22 employee's performance.

23 38. The second component of PLAINTIFFS and other CALIFORNIA CLASS
24 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
25 PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their
26 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
27 paid on an hourly basis with bonus compensation when the employees met the various
28 performance goals set by DEFENDANTS.

1 39. However, from time to time, when calculating the regular rate of pay in those pay
2 periods where PLAINTIFFS and other CALIFORNIA CLASS Members worked overtime,
3 double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned
4 non-discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary
5 bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours
6 worked rather than just all non-overtime hours worked. Management and supervisors described
7 the incentive/bonus program to potential and new employees as part of the compensation package.
8 As a matter of law, the incentive compensation received by PLAINTIFFS and other
9 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do
10 so has resulted in a systematic underpayment of overtime and double time compensation, meal
11 and rest period premium payments, and redeemed sick pay to PLAINTIFFS and other
12 CALIFORNIA CLASS Members by DEFENDANTS. Specifically, California Labor Code
13 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the
14 same manner as the regular rate of pay for the workweek in which the non-exempt employee uses
15 paid sick time, whether or not the employee actually works overtime in that workweek.
16 DEFENDANT'S conduct, as articulated herein, by failing to include the incentive compensation
17 as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of Cal.
18 Lab. Code § 246 the underpayment of which is recoverable under Cal. Lab. Code Sections 201,
19 202, 203, and/or 204.

20 40. In violation of the applicable sections of the California Labor Code and the
21 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT as a
22 matter of company policy, practice, and procedure, intentionally and knowingly failed to
23 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
24 rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed
25 sick pay as required by California law which allowed DEFENDANT to illegally profit and gain
26 an unfair advantage over competitors who complied with the law. To the extent equitable tolling
27 operates to toll claims by the CALIFORNIA CLASS Members against DEFENDANT, the
28 CLASS PERIOD should be adjusted accordingly.

1 **G. Violations for Untimely Payment of Wages**

2 41. Pursuant to California Labor Code section 204, PLAINTIFFS and the
3 CALIFORNIA CLASS members were entitled to timely payment of wages during their
4 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
5 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
6 meal period premium wages, and rest period premium wages within permissible time period.

7 42. Pursuant to Cal. Lab. Code § 201, “If an employer discharges an employee, the
8 wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to
9 Cal. Lab. Code § 202, if an employee quits his or her employment, “his or her wages shall become
10 due and payable not later than 72 hours thereafter, unless the employee has given 72 hours
11 previous notice of his or her intention to quit, in which case the employee is entitled to his or her
12 wages at the time of quitting.” PLAINTIFFS and the CALIFORNIA CLASS Members were, from
13 time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or
14 at the time of quitting, in violation of Cal. Lab. Code §§ 201 and 202.

15 43. As such, PLAINTIFFS demands up to thirty days of pay as penalty for not timely
16 paying all wages due at time of termination for all CALIFORNIA CLASS Members whose
17 employment ended during the CLASS PERIOD.

18 **H. Unlawful Rounding Practices**

19 44. DEFENDANTS, from time-to-time unlawfully deducted wages from
20 PLAINTIFFS and CALIFORNIA CLASS Members’ pay without explanations and without
21 authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a
22 result, DEFENDANTS violated Labor Code § 221.

23 **I. Timekeeping Manipulation**

24 45. During the CLASS PERIOD, DEFENDANT, from time-to-time, did not have an
25 immutable timekeeping system to accurately record and pay PLAINTIFFS and other members
26 of the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the
27 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
28 and rest breaks. As a result, DEFENDANT was able to and did in fact, unlawfully, and

1 unilaterally alter the time recorded in DEFENDANT'S timekeeping system for PLAINTIFFS
2 and other members of the CALIFORNIA CLASS in order to avoid paying these employees for
3 all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks
4 and missed rest breaks.

5 46. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from
6 time-to-time, forfeited time worked by working without their time being accurately recorded and
7 without compensation at the applicable pay rates.

8 47. The mutability of the timekeeping system also allowed DEFENDANT to alter
9 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANT's
10 timekeeping system so as to create the appearance that PLAINTIFFS and other members of the
11 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
12 were not at all times provided an off-duty meal break. This practice is a direct result of
13 DEFENDANT's uniform policy and practice of denying employees uninterrupted thirty (30)
14 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

15 48. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
16 forfeited wages due them for all hours worked at DEFENDANT'S direction, control and benefit
17 for the time the timekeeping system was inoperable. DEFENDANT'S uniform policy and
18 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
19 hours worked in accordance with applicable law is evidenced by DEFENDANT'S business
20 records.

21 **J. Unlawful Rounding Practices**

22 49. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
23 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
24 CALIFORNIA CLASS Members for the actual time these employees worked each day,
25 including overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding
26 policy and practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
27 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
28 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping

1 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
2 these employees for all their time worked, including the applicable overtime compensation for
3 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
4 time to time, forfeited compensation for their time worked by working without their time being
5 accurately recorded and without compensation at the applicable overtime rates.

6 50. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
8 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful
9 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
10 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
11 receiving an off-duty meal break.

12 **K. Sick Pay Violations**

13 51. Cal. Labor Code Section 246 (a)(1) mandates that "An employee who, on or after
14 July 1, 2015, works in California for the same employer for 30 or more days within a year from
15 the commencement of employment is entitled to paid sick days as specified in this section."
16 Further, Cal. Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From
17 time to time, DEFENDANT failed to have a policy or practice in place that provided
18 PLAINTIFFS and other members of the CALIFORNIA CLASS with sick days and/or paid sick
19 leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide
20 and allow employees to use at least 40 hours or five days of paid sick leave per year.

21 52. California Labor Code Section 246(i) requires an employer to furnish its
22 employees with written wage statements setting forth the amount of paid sick leave available.
23 From time to time, DEFENDANT violated Cal. Lab. Code § 246 by failing to furnish
24 PLAINTIFFS and other members of the CALIFORNIA CLASS with wage statements setting
25 forth the amount of paid sick leave available.

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CLASS ACTION ALLEGATIONS

53. PLAINTIFFS bring this Class Action on behalf of themselves, and a California class defined as all persons who are or previously were employed by Defendant Lawrence Equipment Leasing, Inc. and/or Defendant Lawrence, Inc. and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of the original Complaint and ending on the date as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

54. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been deprived of wages and penalties from unpaid wages earned and due, including but not limited to unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums, illegal meal and rest period policies, failed to reimburse for business expenses, failed to compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

55. The members of the class are so numerous that joinder of all class members is impractical.

56. Common questions of law and fact regarding DEFENDANT's conduct, including but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately calculate the regular rate of pay for overtime compensation, failure to accurately calculate the regular rate of compensation for missed meal and rest period premiums, failure to provide legally compliant meal and rest periods, failure to reimburse for business expenses, failure to provide accurate itemized wage statements accurate, and failure to ensure they are paid at least minimum wage and overtime, exist as to all members of the class and predominate over any questions affecting solely any individual members of the class. Among the questions of law and fact common to the class are:

- a. Whether DEFENDANT maintained legally compliant meal period policies and practices;

- b. Whether DEFENDANT maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANT failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANT failed to compensate PLAINTIFFS and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANT issued legally compliant wage statements;
- h. Whether DEFENDANT committed an act of unfair competition by systematically failing to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANT committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANT enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANT committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

57. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANT's conduct and actions alleged herein.

58. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

59. PLAINTIFFS will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS Members.

1 60. PLAINTIFFS retained able class counsel with extensive experience in class action
2 litigation.

3 61. Further, PLAINTIFFS'S interests are coincident with, and not antagonistic to, the
4 interest of the other CALIFORNIA CLASS Members.

5 62. There is a strong community of interest among PLAINTIFFS and the members of
6 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANT are
7 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
8 sustained.

9 63. The questions of law and fact common to the CALIFORNIA CLASS Members
10 predominate over any questions affecting only individual members, including legal and factual
11 issues relating to liability and damages.

12 64. A class action is superior to other available methods for the fair and efficient
13 adjudication of this controversy because joinder of all class members is impractical. Moreover,
14 since the damages suffered by individual members of the class may be relatively small, the
15 expense and burden of individual litigation makes it practically impossible for the members of
16 the class individually to redress the wrongs done to them. Without class certification and
17 determination of declaratory, injunctive, statutory, and other legal questions within the class
18 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS
19 will create the risk of:

- 20 a. Inconsistent or varying adjudications with respect to individual members of the
21 CALIFORNIA CLASS which would establish incompatible standards of conduct
22 for the parties opposing the CALIFORNIA CLASS; and/or,
23 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
24 which would as a practical matter be dispositive of the interests of the other
25 members not party to the adjudication or substantially impair or impeded their
26 ability to protect their interests.

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65. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANT.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

66. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

67. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof. Code § 17021.

68. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition as follows:

Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

69. By the conduct alleged herein, DEFENDANT has engaged and continues to engage in a business practice which violates California law, including but not limited to, the applicable Wage Order(s), the California Code of Regulations and the California Labor Code including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

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1 70. By the conduct alleged herein, DEFENDANT's practices were unlawful and unfair
2 in that these practices violated public policy, were immoral, unethical, oppressive unscrupulous
3 or substantially injurious to employees, and were without valid justification or utility for which
4 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
5 Business & Professions Code, including restitution of wages wrongfully withheld.

6 71. By the conduct alleged herein, DEFENDANT's practices were deceptive and
7 fraudulent in that DEFENDANT's uniform policy and practice failed to provide the legally
8 mandated meal and rest periods and the required amount of compensation for missed meal and
9 rest periods, failed to pay minimum and overtime wages owed, and failed to reimburse all
10 necessary business expenses incurred, due to a systematic business practice that cannot be
11 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
12 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should
13 issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
14 restitution of wages wrongfully withheld.

15 72. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
16 unfair, and deceptive in that DEFENDANT's employment practices caused PLAINTIFFS and
17 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANT.

19 73. By the conduct alleged herein, DEFENDANT's practices were also unfair and
20 deceptive in that DEFENDANT's uniform policies, practices and procedures failed to provide
21 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
22 required by Cal. Lab. Code §§ 226.7 and 512.

23 74. Therefore, PLAINTIFFS demand on behalf of himself and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
26 each workday in which a second off-duty meal period was not timely provided for each ten (10)
27 hours of work.

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1 75. PLAINTIFFS further demand on behalf of himself and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period
3 was not timely provided as required by law.

4 76. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFFS and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
9 to unfairly compete against competitors who comply with the law.

10 77. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 78. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
16 to, and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANT has acquired, or of which PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
19 unfair business practices, including earned but unpaid wages for all time worked.

20 79. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
23 engaging in any unlawful and unfair business practices in the future.

24 80. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable

1 legal and economic harm unless DEFENDANT is restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

7 81. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 82. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANT's willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate
13 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

14 83. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
15 policy, an employer must timely pay its employees for all hours worked.

16 84. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than
18 the minimum so fixed is unlawful.

19 85. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 86. DEFENDANT maintained a uniform wage practice of paying PLAINTIFFS and
22 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
23 they work. As set forth herein, DEFENDANT's uniform policy and practice was to unlawfully
24 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
25 the CALIFORNIA CLASS.

26 87. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
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1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 88. In committing these violations of the California Labor Code, DEFENDANT
4 inaccurately calculated the correct time worked and consequently underpaid the actual time
5 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
6 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
7 violation of the California Labor Code, the Industrial Welfare Commission requirements and
8 other applicable laws and regulations.

9 89. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
10 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANT.

12 90. During the CLASS PERIOD, PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
14 failure to pay all earned wages.

15 91. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
16 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown
19 to them, and which will be ascertained according to proof at trial.

20 92. DEFENDANT knew or should have known that PLAINTIFFS and the other
21 members of the CALIFORNIA CLASS were under-compensated for their time worked.
22 DEFENDANT systematically elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
24 and procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
25 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
26 for their time worked.

27 93. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANT acted and continues to act
2 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and
5 legal rights, and otherwise causing them injury in order to increase company profits at the
6 expense of these employees.

7 94. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
8 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
10 California Labor Code and/or other applicable statutes. To the extent minimum wage
11 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
12 terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or
13 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
14 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
15 Members. The DEFENDANT's conduct as alleged herein was willful, intentional and not in
16 good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to
17 seek and recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL DEFENDANTS)**

22 95. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 96. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANT's willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANT's failure to pay these employees
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1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

3 97. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
4 policy, an employer must timely pay its employees for all hours worked.

5 98. Cal. Lab. Code § 510 provides that employees in California shall not be employed
6 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless
7 they receive additional compensation beyond their regular wages in amounts specified by law.

8 99. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum and overtime compensation and interest thereon, together with the costs of
10 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
11 than those fixed by the Industrial Welfare Commission is unlawful.

12 100. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
13 were required by DEFENDANT to work for DEFENDANT and were not paid for all the time
14 they worked, including overtime work.

15 101. DEFENDANT's uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that failed to accurately record overtime worked by
18 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
19 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

22 102. In committing these violations of the California Labor Code, DEFENDANT
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANT acted in an illegal
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
27 regulations.

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1 103. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
2 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANT.

4 104. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
7 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFFS brings this Action on behalf of himself and the CALIFORNIA CLASS based on
10 DEFENDANT's violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 105. During the CLASS PERIOD, PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to,
14 constituting a failure to pay all earned wages.

15 106. DEFENDANT failed to accurately pay PLAINTIFFS and the other members of
16 the CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even
18 though PLAINTIFFS and the other members of the CALIFORNIA CLASS were regularly
19 required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business
21 records and witnessed by employees.

22 107. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
23 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 108. DEFENDANT knew or should have known that PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANT systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANT perpetrated this systematic scheme by refusing to pay
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
5 for their overtime worked.

6 109. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANT acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and
12 legal rights, and otherwise causing them injury in order to increase company profits at the
13 expense of these employees.

14 110. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANT, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and
20 therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code §
21 203, which penalties are sought herein. DEFENDANT's conduct as alleged herein was willful,
22 intentional, and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS
23 Members are entitled to seek and recover statutory costs.

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114. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)

115. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

116. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's managers. In addition, DEFENDANT failed to compensate PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANT's business records.

117. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that
2 rest period was not provided.

3 118. As a proximate result of the aforementioned violations, PLAINTIFFS and
4 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
5 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Reimburse Employees For Required Expenses**

8 **(Cal. Lab. Code §§ 2802)**

9 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANT**

10 119. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 120. Cal. Lab. Code § 2802 provides, in relevant part, that:

14 An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her
16 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

17 121. From time to time during the CLASS PERIOD, DEFENDANT violated Cal. Lab.
18 Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA
19 CLASS members for required expenses incurred in the discharge of their job duties for
20 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the
21 CALIFORNIA CLASS members for expenses which included, but were not limited to, their
22 personal cell phones, person vehicle, and required uniforms as a result of and in furtherance of
23 their job duties, including but not limited to receiving and/or responding to work-related
24 communications and performing work-related duties. Specifically, PLAINTIFFS and other
25 CALIFORNIA CLASS Members were required by DEFENDANTS to use their personal cell
26 phones and personal vehicle to execute their essential job duties on behalf of DEFENDANT.
27 DEFENDANT's uniform policy, practice and procedure was to not reimburse PLAINTIFFS and
28 the CALIFORNIA CLASS members for expenses resulting from using their personal cell phones

1 and personal vehicle for DEFENDANT within the course and scope of their employment for
2 DEFENDANT. These expenses were necessary to complete their principal job duties.
3 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation.
4 Although these expenses were necessary expenses incurred by PLAINTIFFS and the
5 CALIFORNIA CLASS members, DEFENDANT failed to indemnify and reimburse
6 PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is
7 required to do under the laws and regulations of California.

8 122. PLAINTIFFS therefore demands reimbursement for expenditures or losses
9 incurred by them and the CALIFORNIA CLASS members in the discharge of their job duties
10 for DEFENDANT, or their obedience to the directions of DEFENDANT, with interest at the
11 statutory rate and costs under Cal. Lab. Code § 2802.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure To Provide Accurate Itemized Statements**

14 **(Cal. Lab. Code § 226)**

15 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANTS)**

16 123. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 124. Cal. Labor Code § 226 provides that an employer must furnish employees with an
20 "accurate itemized" statement in writing showing:

- 21 a. Gross wages earned,
- 22 b. (2) total hours worked by the employee, except for any employee whose
23 compensation is solely based on a salary and who is exempt from payment of
24 overtime under subdivision (a) of Section 515 or any applicable order of the
25 Industrial Welfare Commission,
- 26 c. the number of piece-rate units earned and any applicable piece rate if the employee
27 is paid on a piece-rate basis,
- 28

- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,
- g. the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number of an employee identification number other than social security number may be shown on the itemized statement,
- h. the name and address of the legal entity that is the employer, and
- i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

125. When DEFENDANT did not accurately record PLAINTIFFS'S and other CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANT violated Cal. Lab. Code § 226 in that DEFENDANT failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete and accurate wage statements which failed to show, the complete requirements under California Labor Code sections 226(a)(1)-(9), including but not limited to, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

126. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9)..

127. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not

properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA CLASS herein).

EIGHTH CAUSE OF ACTION

Failure To Pay Wages When Due

(Cal. Lab. Code § 203)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all DEFENDANT

128. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

129. Cal. Lab. Code § 200 provides that:

As used in this article:

- (d) "Wages" include all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
- (e) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the to be paid for is performed personally by the person demanding payment.

130. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

131. Cal. Lab. Code § 202 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment

for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

132. There was no definite term in PLAINTIFFS'S or any CALIFORNIA CLASS Members' employment contract.

133. Cal. Lab. Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

134. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members terminated, and DEFENDANT has not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

135. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demands an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 et seq.)

(Alleged by Plaintiff Pedroza against all Defendants)

136. PLAINTIFF Pedroza realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

137. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow

aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

138. Plaintiff Pedroza, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this individual PAGA and Representative Action on behalf of the State of California with respect to himself and all non-exempt employees who worked for Defendant LAWRENCE EQUIPMENT LEASING, INC and/or Defendant LAWRENCE EQUIPMENT, INC in California during the time period of June 25, 2023, until the present (the "AGGRIEVED EMPLOYEES").

139. On June 25, 2024, Plaintiff Pedroza gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff Pedroza to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

140. The policies, acts and practices heretofore described were and are an unlawful business act or practice because DEFENDANTS (a) failed to pay Plaintiff Pedroza and AGGRIEVED EMPLOYEES minimum wages and overtime wages, (b) failed to provide Plaintiff Pedroza and AGGRIEVED EMPLOYEES legally required meal and rest breaks, (c) failed to pay Plaintiff Pedroza and AGGRIEVED EMPLOYEES at the correct regular rate of pay, (d) failed to pay Plaintiff Pedroza and AGGRIEVED EMPLOYEES for all time worked, and (e) failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff Pedroza hereby seeks

1 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
2 as the representative of the State of California for the illegal conduct perpetrated on Plaintiff
3 Pedroza and the other AGGRIEVED EMPLOYEES.

4 141. For all provisions of the Labor Code for which civil penalty is not specifically
5 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100)
6 for each AGGRIEVED EMPLOYEE, including Plaintiff Pedroza, per pay period for the initial
7 violation and two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE, including
8 Plaintiff Pedroza, per pay period for each subsequent violation. Plaintiff Pedroza and the
9 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
10 connection with their claims for civil penalties pursuant to Labor Code Section 2699(g)(1).

11 142. To the extent that any of the conduct and violations alleged herein did not affect
12 Plaintiff Pedroza during the PAGA PERIOD, Plaintiff Pedroza seeks penalties for those
13 violations that affected other AGGRIEVED EMPLOYEES. (*Carrington v. Starbucks Corp.*
14 (2018) 30 Cal.App.5th 504, 519; See also *Huff v. Securitas Security Services USA, Inc.* (2018)
15 23 Cal. App. 5th 745, 751 ["PAGA allows an "aggrieved employee"—a person affected by at
16 least one Labor Code violation committed by an employer—to pursue penalties for all the Labor
17 Code violations committed by that employer."], Emphasis added, reh'g denied (June 13, 2018)).

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for a judgment against each Defendant, jointly and
20 severally, as follows:

21 1. On behalf of the CALIFORNIA CLASS:

- 22 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
23 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
24 b. An order temporarily, preliminarily and permanently enjoining and restraining
25 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
26 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
27 unlawfully withheld from compensation due to PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the Plaintiff Pedroza, the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

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- b. Such other and further relief as the Court deems just and equitable; and
- c. An award of penalties, attorneys’ fees, and costs of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

DATED: June 28, 2024

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFFS

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DEMAND FOR A JURY TRIAL

PLAINTIFFS demands a jury trial on issues triable to a jury.

DATED: June 28, 2024

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFFS