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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of San Diego

**10/30/2023** at 08:35:00 PM  
Clerk of the Superior Court  
By Fernando Gonzalez, Deputy Clerk

Attorneys for Plaintiff SERGIO VILLARREAL HERNANDEZ,  
individually and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO – HALL OF JUSTICE

SERGIO VILLARREAL HERNANDEZ,  
individually and on behalf of all others  
similarly situated,

PLAINTIFF,

v.

PACIFIC RIM MECHANICAL  
CONTRACTORS, INC., a California  
corporation; and DOES 1 through 50,  
inclusive,

DEFENDANTS.

CASE NO.: 37-2023-00043240-CU-OE-CTL

*Assigned for all purposes to the Honorable  
Richard S. Whitney; Dept. C-68*

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

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226)
- 7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802)
- 8) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 9) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

**DEMAND FOR JURY TRIAL**

1 Plaintiff SERGIO VILLARREAL HERNANDEZ (“Plaintiff”), individually, and on behalf of  
2 others similarly situated (hereinafter “Class Members”), and as a private attorney general, based upon  
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable  
4 opportunity for further investigation and discovery, complains and hereby alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants PACIFIC RIM MECHANICAL  
7 CONTRACTORS, INC., a California corporation; and DOES 1 through 50, inclusive (hereinafter  
8 collectively referred to as “Defendants”) for California Labor Code violations, unfair business  
9 practices, and monetary penalties stemming from Defendants’ failure to pay overtime compensation,  
10 failure to provide compliant meal periods, failure to authorize and permit compliant rest periods, failure  
11 to pay minimum wages, failure to timely pay final wages, failure to provide accurate and complete  
12 itemized wage statements, and failure to reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf  
14 of himself and similarly situated current and former employees of Defendants (hereinafter collectively  
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 16, below) pursuant  
16 to California Code of Civil Procedure section 382. The monetary damages and restitution sought by  
17 Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according  
18 to proof at trial.

19 3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of  
20 himself and other current and former non-exempt employees of Defendants in the State of California  
21 at any time within the period beginning one (1) year prior to the date of Plaintiff’s PAGA letter to the  
22 LWDA and ending at the time this action settles or proceeds to final judgment (hereinafter collectively  
23 referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.*  
24 Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The  
25 civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will  
26 be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,  
28 Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except

1 those given by statute to other courts. The statutes under which this action is brought do not specify  
2 any other basis for jurisdiction.

3 5. This Court has jurisdiction over Defendants because, upon information and belief,  
4 Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise  
5 intentionally avail themselves of the California market so as to render the exercise of jurisdiction over  
6 them by the California courts consistent with traditional notions of fair play and substantial justice.

7 6. Venue is proper in this Court because, upon information and belief, Defendants maintain  
8 offices, have agents, and/or transact business in the State of California, County of San Diego.

9 **PARTIES**

10 7. Plaintiff is a resident of the State of California. At all times relevant to this action,  
11 Plaintiff was employed by Defendants in the County of San Diego, State of California as an hourly,  
12 non-exempt employee.

13 8. Defendant PACIFIC RIM MECHANICAL CONTRACTORS, INC., is and at all times  
14 herein mentioned was, a corporation organized and existing under the laws of the State of California,  
15 and registered to do business in the State of California. Plaintiff is informed and believes that PACIFIC  
16 RIM MECHANICAL CONTRACTORS, INC. is a mechanical contractor that provides construction  
17 services on commercial projects.

18 9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and  
19 therefore sues these defendants by such fictitious names. The Doe defendants may be individuals,  
20 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times  
21 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-  
22 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting  
23 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,  
24 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true  
25 names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each  
26 of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein  
27 alleged, and that Plaintiff's damages as herein alleged were proximately caused by its conduct.  
28 Defendants PACIFIC RIM MECHANICAL CONTRACTORS, INC. and DOES 1 thorough 50 are

collectively referred to herein as “Defendants.”

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Los Angeles, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

12. Plaintiff is informed and believes, and thereon alleges, that at all times relevant to this action, Defendants were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated by his, her, or its codefendants, and each was the alter ego of the other.

13. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages earned and due, through methods and schemes which include, but are not limited to: failing to pay overtime; failing to provide meal periods and rest breaks; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to timely pay final wages; failing to pay timely wages during employment; and requiring, permitting, or suffering the employees to work off the clock, in violation of the California Labor Code (“Labor Code”) and applicable Industrial Welfare Commission (“IWC”) Wage Order(s).

14. Plaintiff is informed and believes, and based thereon alleges, that in accordance with Labor Code section 558.1, Defendants and any person acting on behalf of Defendants are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802.

**CLASS ACTION ALLEGATIONS**

15. Plaintiff brings the First through Eighth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

16. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years and 178 days<sup>1</sup> preceding the filing of Plaintiff's original complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

17. Plaintiff reserves the right to establish other subclasses as appropriate.

18. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over two hundred (200) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated herein. Plaintiff and the Class members worked as hourly, non-exempt employees for Defendants in California, including in various construction related positions at Defendants' work-site locations. Plaintiff will fairly and adequately protect the interests of the other Class Members with whom he has a well-defined community of interest. Plaintiff and the other similarly situated Class Members were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of

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<sup>1</sup> The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020 (178 days) pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

19. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- b. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or rest periods without compensation;
- d. Whether Defendants failed to pay meal period premium wages to Class Members when they were not provided legally compliant meal periods;
- e. Whether Defendants failed to pay rest period premium wages to Class Members when

- 1 they were not authorized and permitted to take legally compliant rest periods;
- 2 f. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and
- 3 the other Class Members for all hours worked, and for missed, short, late or interrupted
- 4 meal periods and rest breaks in violation of California law;
- 5 g. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members
- 6 within the time required upon their discharge or resignation from employment;
- 7 h. Whether Defendants' failure to pay wages, without abatement, or reduction, in
- 8 accordance with the California Labor Code was willful;
- 9 i. Whether Defendants failed to reimburse Plaintiff and the other Class Members for all
- 10 necessary business-related expenses and costs in violation of California Labor Code
- 11 section 2802;
- 12 j. Whether Defendants complied with wage statement reporting as required by the
- 13 California Labor Code, including section 226;
- 14 k. Whether Defendants engaged in unfair business practices in violation of California
- 15 Business & Professions Code section 17200, *et seq.* based on their improper withholding
- 16 of compensation and deduction of wages;
- 17 l. The appropriate amount of damages, restitution, and/or monetary penalties resulting
- 18 from Defendants' violation of California law; and
- 19 m. Whether Plaintiff and the other Class Members are entitled to compensatory damages
- 20 pursuant to the California Labor Code.

21 **GENERAL ALLEGATIONS**

22 20. Plaintiff is informed and believes that Defendants are contractors that provide

23 construction services on commercial projects in California. Defendants employed Plaintiff to work as

24 a full-time, hourly-paid employee from approximately September 2021 to July 2023.

25 21. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the

26 Aggrieved Employees as hourly-paid or non-exempt employees.

27 22. Throughout the time period involved in this case, Defendants had the authority to hire

28 and terminate Plaintiff, the Class, and the Aggrieved Employees; and to directly or indirectly control

1 work rules, working conditions, wages, working hours, and terms and conditions of employment of  
2 Plaintiff, the Class, and the Aggrieved Employees.

3 23. At all times herein mentioned, Defendants were subject to the Labor Code of the State  
4 of California and the applicable Industrial Welfare Commission Order(s).

5 24. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an  
6 ongoing and systematic scheme of wage violations against their hourly-paid or non-exempt employees.  
7 As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the  
8 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to  
9 pay them for all hours worked, including minimum and overtime wages. On information and belief,  
10 Defendants required Plaintiff, the Class, and the Aggrieved Employees to work off-the-clock by, among  
11 other things, work performed during meal and rest breaks. Defendants also implemented policies that  
12 prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the actual time  
13 worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.  
14 In addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to  
15 take timely and duty-free meal periods and rest periods in violation of California law, and failed to pay  
16 associated meal and rest period premium wages. Defendants also failed to reimburse Plaintiff, the Class,  
17 and the Aggrieved Employees for all necessary business-related expenses, failed to provide accurate  
18 itemized wage statements for each pay period, and failed to timely pay all wages owed during and upon  
19 termination of employment.

20 25. On information and belief, throughout the time period involved in this case, Defendants  
21 have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved  
22 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the  
23 Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to  
24 relinquish control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,  
25 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity  
26 to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved  
27 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth  
28 hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than

1 their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to maintain  
2 accurate records of meal periods taken by Plaintiff, the Class, and the Aggrieved Employees.

3         26. On information and belief, throughout the time period involved in this case, Defendants  
4 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal  
5 periods under California law. Moreover, Defendants systematically disregarded their own written  
6 policies regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved  
7 Employees.

8         27. On information and belief, throughout the time period involved in this case, Defendants  
9 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that  
10 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
11 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal  
12 periods or payment of one additional hour of pay at their regular rate of pay when a meal period was  
13 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to  
14 provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and  
15 routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees  
16 at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

17         28. On information and belief, throughout the time period involved in this case, Defendants  
18 have implemented policies and practices which prohibited Plaintiff, the Class, and the Aggrieved  
19 Employees from taking timely and duty-free rest periods. Defendants regularly failed to provide,  
20 authorize, and permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-  
21 duty rest periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,  
22 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make  
23 a good faith effort to authorize, permit, and provide such rest breaks in the middle of each work period.

24         29. On information and belief, throughout the time period involved in this case, Defendants  
25 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest  
26 periods under California law. Moreover, Defendants systematically disregarded their own written  
27 policies regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved  
28 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and the

1 Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-free rest  
2 periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees to work through  
3 their rest periods.

4 30. On information and belief, throughout the time period involved in this case, Defendants  
5 failed to pay Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that  
6 were missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
7 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest  
8 periods or payment of one additional hour of pay at their regular rate of pay when a rest period was  
9 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to  
10 authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods,  
11 and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at  
12 their regular rate of pay when a rest period was missed, short, late and/or interrupted.

13 31. On information and belief, throughout the time period involved in this case, Defendants  
14 implemented policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately  
15 recording the actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved  
16 Employees all wages owed.

17 32. On information and belief, throughout the time period involved in this case, Plaintiff,  
18 the Class, and the Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40)  
19 hours in a week.

20 33. On information and belief, throughout the time period involved in this case, Defendants  
21 regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved  
22 Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours  
23 in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours  
24 in a single work week. Defendants knew or should have known that Plaintiff, the Class, and the  
25 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they  
26 were not receiving wages for overtime compensation.

27 34. On information and belief, throughout the time period involved in this case, Defendants  
28 failed to pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours

1 worked based on regular rates of pay correctly calculated to include all applicable remuneration.

2 35. On information and belief, throughout the time period involved in this case, Defendants  
3 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for  
4 all hours worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
5 Employees were entitled to receive at least minimum wages for all hours worked and that they were  
6 not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages  
7 included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required  
8 minimum wage pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees  
9 to perform work off the clock, and failing to accurate record all time worked by Plaintiff, the Class, and  
10 the Aggrieved Employees which resulted in the systematic underpayment of wages to Plaintiff, the  
11 Class, and the Aggrieved Employees.

12 36. On information and belief, throughout the time period involved in this case, Defendants  
13 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon  
14 discharge or resignation. Defendants knew or should have known that Plaintiff, the Class, and the  
15 Aggrieved Employees were entitled to receive all wages owed to them upon termination within the  
16 time permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved  
17 Employees did not receive payment of all final wages owed to them upon discharge or resignation,  
18 including premium wages within any time permissible under California Labor Code section 202.

19 37. On information and belief, throughout the time period involved in this case, Defendants  
20 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time  
21 permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants  
22 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to  
23 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved  
24 Employees did not receive payment of all wages, including meal and rest period premiums.

25 38. On information and belief, throughout the time period involved in this case, Defendants  
26 regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the  
27 Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the  
28 Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance

1 with California law, but, in fact, they did not receive complete and accurate wage statements from  
2 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours  
3 worked, the actual gross wages earned, and the correct rates of pay. Further, on information and  
4 believe, throughout the time period involved in this case, Defendants' wage statements furnished to  
5 Plaintiff, the Class, and the Aggrieved Employees failed to correctly identify the name and address of  
6 the legal entity that is the employer.

7 39. On information and belief, throughout the time period involved in this case, Defendants  
8 regularly failed to keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved  
9 Employees. Defendants knew or should have known that Defendants were required to keep complete  
10 and accurate time payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance  
11 with California law, but, in fact, did not keep complete and accurate time and payroll records.

12 40. On information and belief, throughout the time period involved in this case, Defendants  
13 regularly failed to maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved  
14 Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay  
15 rates.

16 41. On information and belief, throughout the time period involved in this case, Defendants  
17 failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related  
18 expenses, including but not limited to work tools and equipment, and personal cellular phone usage.  
19 Defendants required Plaintiff and other Class Members to use their personal cellular phones in the  
20 course of performing their required job duties without reimbursement. Defendants required Plaintiff  
21 and other Class Members to use their personal cellular phones to respond to and communicate with  
22 Defendants' managers and supervisors regarding work matters. Defendants knew or should have  
23 known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees  
24 for all necessary business-related expenses and costs, but failed to do so in violation of California law.

25 42. On information and belief, throughout the time period involved in this case, Defendants  
26 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved  
27 Employees pursuant to California law. Defendants had the financial ability to pay such compensation,  
28 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class,

1 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase  
2 Defendants' profits.

3 43. California Labor Code section 218 states that nothing in Article 1 of the Labor Code  
4 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or  
5 her] under this article."

6 **FIRST CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 510 and 1198)**

8 **(Against All Defendants)**

9 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
10 allegation set forth above.

11 45. California Labor Code section 1198 and the applicable Industrial Welfare Commission  
12 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a  
13 rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the  
14 number of hours worked by the person on a daily or weekly basis.

15 46. Specifically, the applicable IWC Wage Order provides that Defendants are and were  
16 required to pay Plaintiff and the other Class Members employed by Defendants, and working more than  
17 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half  
18 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

19 47. The applicable IWC Wage Order further provides that Defendants are and were required  
20 to pay Plaintiff and the Class overtime compensation at a rate of two times their regular rate of pay for  
21 all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8)  
22 hours on the seventh day of work in a workweek.

23 48. California Labor Code section 510 codifies the right to overtime compensation at one-  
24 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty  
25 (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime  
26 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day  
27 or in excess of eight (8) hours in a day on the seventh day of work.

28 49. During the relevant time period, Plaintiff and the other Class Members regularly worked

1 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

2 50. On information and belief, during the relevant time period, Defendants intentionally and  
3 willfully failed to pay overtime wages owed to Plaintiff and the other Class Members.

4 51. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of  
5 overtime compensation, as required by California laws, violates the provisions of California Labor  
6 Code sections 510 and 1198, and is therefore unlawful.

7 52. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members  
8 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

9 **SECOND CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 226.7 and 512(a))**

11 **(Against All Defendants)**

12 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
13 allegation set forth above.

14 54. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7  
15 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

16 55. At all relevant times, California Labor Code section 226.7 provides that no employer  
17 shall require an employee to work during any meal or rest period mandated by an applicable order of  
18 the California IWC.

19 56. At all relevant times, the applicable IWC Wage Order and California Labor Code section  
20 512(a) provide that an employer may not require, cause or permit an employee to work for a work  
21 period of more than five (5) hours per day without providing the employee with a meal period of not  
22 less than thirty (30) minutes, except that if the total work period per day of the employee is no more  
23 than six (6) hours, the meal period may be waived by mutual consent of both the employer and  
24 employee.

25 57. At all relevant times, California Labor Code section 512(a) further provides that an  
26 employer may not require, cause or permit an employee to work for a work period of more than ten  
27 (10) hours per day without providing the employee with a second uninterrupted meal period of not less  
28 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the

1 second meal period may be waived by mutual consent of the employer and the employee only if the  
2 first meal period was not waived.

3 58. During the relevant time period, Plaintiff and the other Class Members who were  
4 scheduled to work for a period of time longer than six (6) hours, and who did not waive their legally-  
5 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours  
6 without an uninterrupted meal period of not less than thirty (30) minutes.

7 59. During the relevant time period, Plaintiff and the other Class Members were required to  
8 work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than  
9 thirty (30) minutes.

10 60. During the relevant time period, Defendants intentionally and willfully required Plaintiff  
11 and the other Class Members to miss their meal periods and to take meal periods that were late,  
12 shortened, or interrupted, and failed to compensate Plaintiff and the other Class Members the full meal  
13 period premium for missed, shortened, late, or interrupted meal periods.

14 61. During the relevant time period, Defendants failed to pay Plaintiff and the other Class  
15 Members the full meal period premiums due pursuant to California Labor Code section 226.7.

16 62. Defendants' conduct violates the applicable IWC Wage Order and California Labor  
17 Code Sections 226.7 and 512(a).

18 63. Pursuant to the applicable IWC Wage Order and California Labor Code section  
19 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one (1)  
20 additional hour of pay at the employee's regular rate of compensation for each work day that the meal  
21 period was not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7)**

24 **(Against All Defendants)**

25 64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
26 allegation set forth above.

27 65. At all times herein set forth, the applicable IWC Wage Order and California Labor Code  
28 section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

1           66.     At all relevant times, California Labor Code section 226.7 provides that no employer  
2 shall require an employee to work during any rest period mandated by an applicable order of the  
3 California IWC.

4           67.     At all relevant times, the applicable IWC Wage Order provides that “[e]very employer  
5 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in  
6 the middle of each work period” and that the “rest period time shall be based on the total hours worked  
7 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the  
8 total daily work time is less than three and one-half (3.5) hours.”

9           68.     During the relevant time period, Defendants required Plaintiff and other Class Members  
10 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each  
11 four (4) hour period worked.

12           69.     During the relevant time period, Defendants willfully required Plaintiff and the other  
13 Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to  
14 take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take  
15 uninterrupted, duty-free rest breaks.

16           70.     During the relevant time period, Defendants failed to pay Plaintiff and the other Class  
17 Members the full rest period premium due pursuant to California Labor Code section 226.7 for work  
18 performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class  
19 Members from taking uninterrupted rest periods.

20           71.     Defendants’ conduct violates applicable IWC Wage Orders and California Labor Code  
21 section 226.7.

22           72.     Pursuant to the applicable IWC Wage Orders and California Labor Code section  
23 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional  
24 hour of pay at the employees’ regular hourly rate of compensation for each work day that the rest period  
25 was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

3 **(Against All Defendants)**

4 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
5 allegation set forth above.

6 74. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide  
7 that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum  
8 so fixed is unlawful.

9 75. During the relevant time period, Defendants regularly failed to pay minimum wage to  
10 Plaintiff and the other Class Members as required pursuant to California Labor Code Sections 1194,  
11 1197, and 1197.1. On information and belief, Defendant required Plaintiff and the other Class Members  
12 to work off-the-clock by, among other things, work performed during meal and rest breaks.

13 76. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as  
14 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,  
15 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage  
16 compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal  
17 to the wages unlawfully unpaid and interest thereon.

18 77. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members  
19 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and  
20 interest thereon.

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201, 202, 203)**

23 **(Against All Defendants)**

24 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
25 allegation set forth above.

26 79. At all relevant times herein set forth, California Labor Code sections 201 and 202  
27 provide that if an employer discharges an employee, the wages earned and unpaid at the time of  
28 discharge are due and payable immediately, and if an employee quits his or her employment, his or her

1 wages shall become due and payable not later seventy-two (72) hours thereafter, unless the employee  
2 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is  
3 entitled to his or her wages at the time of quitting.

4 80. During the relevant time period, the employment of Plaintiff and many other Class  
5 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants intentionally  
6 and willfully failed to pay Plaintiff and other Class Members who are no longer employed by  
7 Defendants all of their wages, earned and unpaid, including but not limited to minimum wages, straight  
8 time wages, overtime wages, and vested but unused vacation time, within seventy-two (72) hours of  
9 their leaving Defendants' employ.

10 81. Defendants' failure to pay Plaintiff and other Class Members who are no longer  
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving  
12 Defendants' employ, is in violation of California Labor Code sections 201 and 202.

13 82. California Labor Code section 203 provides that if an employer willfully fails to pay  
14 wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue  
15 as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but  
16 the wages shall not continue for more than thirty (30) days.

17 83. Plaintiff and other Class Members who are no longer employed by Defendants are  
18 entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to  
19 a thirty (30) day maximum pursuant to California Labor Code Section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of California Labor Code § 226(a))**

22 **(Against All Defendants)**

23 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
24 allegation set forth above.

25 85. At all material times set forth herein, California Labor Code section 226(a) provides that  
26 every employer shall furnish each of its employees an accurate itemized statement in writing showing  
27 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units  
28 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,

1 provided that all deductions made on written orders of the employee may be aggregated and shown as  
2 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)  
3 the name of the employee and his or her social security number, (8) the name and address of the legal  
4 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the  
5 corresponding number of hours worked at each hourly rate by the employee. The deductions made from  
6 payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month,  
7 day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the  
8 employer for at least three years at the place of employment or at a central location within the State of  
9 California.

10 86. Defendants have intentionally and willfully failed to provide Plaintiff and the Class with  
11 complete and accurate wage statements. The deficiencies include, but are not limited to the failure list  
12 the total number of hours worked, the actual gross wages earned, and the correct rates of pay.

13 87. Because of Defendants' violation of California Labor Code section 226(a), Plaintiff and  
14 the Class have suffered injury and damage to their statutorily-protected rights.

15 88. More specifically, Plaintiff and the Class have been injured by Defendants' intentional  
16 and willful violation of California Labor Code section 226(a) because they were denied both their legal  
17 right to receive, and their protected interest in receiving, accurate and itemized wage statements  
18 pursuant to California Labor Code section 226(a).

19 89. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual  
20 damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an  
21 aggregate penalty not exceeding four thousand dollars per employee.

22 90. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance with  
23 this section, pursuant to California Labor Code section 226(g).

24 **SEVENTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 2800 and 2802)**

26 **(Against All Defendants)**

27 91. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
28 allegation set forth above.

92. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

93. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

94. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

### EIGHTH CAUSE OF ACTION

**(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

**(Against All Defendants)**

95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

96. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

97. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code Section 17200, *et seq.*

98. Plaintiff is a “person” within the meaning of Business & Professions Code Section 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

1           99. A violation of California Business & Professions Code section 17200, *et seq.* may be  
2 predicated on the violation of any state or federal law. In this instant case, Defendants' policies and  
3 practices of requiring employees, including Plaintiff and the Class, to work overtime without proper  
4 compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants'  
5 systematic policies and practices of requiring employees, including Plaintiff and the Class, to work  
6 without legally compliant meal periods and rest breaks violate California Labor Code sections 226.7  
7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff and  
8 the Class violate California Labor Code sections 201, 202, and 203.

9           100. Defendants also violated California Labor Code sections 204, 226(a), 1194, 1197,  
10 1197.1, 510, 1174(d), 2800, and 2802.

11           101. Wage-and-hour laws express fundamental public policies. Paying employees their  
12 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public  
13 policies of California. Labor Code section 90.5(a) sets forth the public policies of this State vigorously  
14 to enforce minimum labor standards, to ensure that employees are not required or permitted to work  
15 under unlawful conditions, and to protect law-abiding employers and their employees from competitors  
16 who lower costs to themselves by failing to comply with fair labor standards. Through the conduct  
17 alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific  
18 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in  
19 violation of Business & Professions Code § 17200 *et seq.*

20           102. As a result of the herein described violations of California law, Defendants unlawfully  
21 gained an unfair advantage over other businesses.

22           103. Plaintiff and the Class have been personally injured by Defendants' unlawful business  
23 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or  
24 property.

25           104. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff  
26 and the Class are entitled to restitution of the wages withheld and retained by Defendants during a  
27 period that commences four years prior to the filing of this Complaint; an award of attorneys' fees  
28 pursuant to California Code of Civil Procedure Section 1021.5 and other applicable laws; and an award

1 of costs.

2 **NINTH CAUSE OF ACTION**

3 **(Violation of California Labor Code § 2699, et seq.)**

4 **(Against All Defendants)**

5 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every  
6 allegation set forth above.

7 106. Plaintiff brings his Ninth Cause of Action as a representative action on behalf of himself  
8 and all other Aggrieved Employees in the capacity as a private attorney general pursuant to the Private  
9 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”).

10 107. PAGA specifically provides for a private right of action to recover civil penalties for  
11 violations of the Labor Code as follows: “Notwithstanding any other provision of law, any provision  
12 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce  
13 Development Agency or any of its departments, divisions, commissions, boards, agencies, or  
14 employees, for a violation of this code, may, as an alternative, be recovered through a civil action  
15 brought by an aggrieved employee on behalf of himself or herself and other current or former  
16 employees pursuant to the procedures specified in Section 2699.3.” Labor Code § 2699(a).

17 108. Plaintiff was employed by Defendants and the Labor Code violations alleged above were  
18 committed against him during his time of employment. Plaintiff is therefore, an “aggrieved employee”  
19 under PAGA.

20 109. As set forth in detail above, during all times relevant to this Action, Defendants have  
21 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes by:

- 22 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage  
23 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 24 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation  
25 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 26 c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved  
27 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour  
28 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.

- d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.
- e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.
- f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.
- h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

110. California Labor Code sections 2699 and 2699.5, Plaintiff, individually and on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 section 11050, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

111. Pursuant to Labor Code § 2699.3, on or about October 4, 2023, Plaintiff, through his counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Orders that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid

1 the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends  
2 to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have  
3 fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf himself and other  
4 Aggrieved Employees pursuant to Labor Code § 2699.3.

5 112. Plaintiff was compelled to retain the services of counsel to file this court action to protect  
6 his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed by  
7 Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to Labor  
8 Code § 2699(g)(1), and any other applicable statute.

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public  
11 similarly situated, and as a private attorney general, prays for relief and judgment against Defendants,  
12 jointly and severally, as follows:

13 **Class Certification**

- 14 1. That this action be certified as a class action;  
15 2. That Plaintiff be appointed as the representative of the Class;  
16 3. That counsel for Plaintiff be appointed as Class Counsel; and  
17 4. That Defendants provide to Class Counsel immediately the names and most current/last  
18 known contact information (address, e-mail and telephone numbers) of all class members.

19 **As to the First Cause of Action**

20 5. That the Court declare, adjudge and decree that Defendants violated California Labor  
21 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime  
22 wages due to Plaintiff and other Class Members;

23 6. For general unpaid wages at overtime wage rates and such general and special damages  
24 as may be appropriate;

25 7. For pre-judgment interest on any unpaid overtime compensation commencing from the  
26 date such amounts were due;

27 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
28 Labor Code section 1194; and

9. For such other and further relief as the Court may deem just and proper.

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiff and the Class;

11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

**As to the Third Cause of Action**

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the Class;

18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

and

22. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action**

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code Sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff and the Class in the amount as may be established according to proof at trial;

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

### As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

### **As to the Sixth Cause of Action**

35. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

36. For actual, consequential and incidental losses and damages, according to proof;

37. For statutory penalties pursuant to California Labor Code section 226(e); and

38. For such other and further relief as the Court may deem just and proper.

### **As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated California Labor

1 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary  
2 business-related expenses as required by California Labor Code sections 2800 and 2802;

3 40. For actual, consequential and incidental losses and damages, according to proof;

4 41. For the imposition of civil penalties and/or statutory penalties;

5 42. For reasonable attorneys' fees and costs of suit incurred herein; and

6 43. For such other and further relief as the Court may deem just and proper.

7 **As to the Eighth Cause of Action**

8 44. That the Court declare, adjudge and decree that Defendants violated California Business  
9 and Professions Code Sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime  
10 compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing  
11 to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class  
12 Members' wages timely as required by California Labor Code section 201, 202 and 204 and by  
13 violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

14 45. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest  
15 from the day such amounts were due and payable;

16 46. For the appointment of a receiver to receive, manage and distribute any and all funds  
17 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result  
18 of violation of California Business and Professions Code sections 17200, *et seq.*;

19 47. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California  
20 Code of Civil Procedure Section 1021.5;

21 48. For injunctive relief to ensure compliance with this section, pursuant to California  
22 Business and Professions Code sections 17200, *et seq.*; and

23 49. For such other and further relief as the Court may deem just and proper.

24 **As to the Ninth Cause of Action**

25 50. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

26 51. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,  
27 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or  
28 other applicable statutes; and

1           52.       For such other relief as the Court deems just and proper.

2       DATED: October 30, 2023

3                               Respectfully submitted,

4                               **NORTH LAW, P.C..**

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8                               \_\_\_\_\_  
9                               Hengameh S. Safaei  
10                              Attorneys for Plaintiff SERGIO  
11                              VILLARREAL HERNANDEZ,  
12                              individually and on behalf of others  
13                              similarly situated  
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DATED: October 30, 2023

**NORTH LAW, P.C.**

Rafael

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VILLARREAL HERNANDEZ,  
individually and on behalf of others  
similarly situated