

PIMENTEL LAW, P.C.

Gabriel J. Pimentel, Esq. (SBN 265328)

GJP@PimentelLaw.com

Yesenia L. Rodriguez, Esq. (SBN 331499)

YLR@PimentelLaw.com

30 N. Raymond Avenue, Suite 211

Pasadena, CA 91103

Telephone: (626) 765-9800

Fax: (626) 628-3081

Attorney for Plaintiff,

DAVID COCHRAN

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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By: Nancy Liemsithisak, DEPUTY

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO, CIVIL DIVISION

DAVID COCHRAN, an individual,

Plaintiff,

vs.

LIFETIME SOLUTIONS, INC., a California
corporation, GREGORY W. HUDSON, an
individual, and DOES 1 through 20 inclusive,

Defendants.

Case No. CIVSB2408354

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Timely Pay Wages in Violation of Labor Code § 204;
3. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
4. Civil Penalties in Violation of Labor Code §§ 2698, et seq;

Jury Trial Demanded

1. Plaintiff DAVID COCHRAN is informed and believes and thereon alleges as follows:

PARTIES, VENUE AND JURISDICTION

2. Plaintiff DAVID COCHRAN was at all times relevant hereto a resident of Barstow, California.

3. At all relevant times herein, Defendant LIFETIME SOLUTIONS, INC. was a

1 California corporation with its principal place of business in Victorville, California.

2 4. Defendant GREGORY W. HUDSON was at all times relevant herein the principal of
3 LIFETIME SOLUTIONS, INC.

4 5. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
5 unity of interest and ownership between LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON
6 and DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

7 6. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
8 of purported corporate existence, LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON and
9 DOES 1-20 are, in reality, one and the same.

10 7. LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON and DOES 1-20 do not
11 comply with all requisite corporate formalities to maintain a legal and separate existence.

12 8. The business affairs of LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON
13 and DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
14 reasonably be segregated, and the same are in inextricable confusion. LIFETIME SOLUTIONS, INC.
15 is, and at all times relevant hereto was, used by DOES 1-20 and GREGORY W. HUDSON as a mere
16 shell and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of
17 DOES 1-20. The recognition of the separate existence of LIFETIME SOLUTIONS, INC. would not
18 promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff
19 for violations of state law. The corporate existence of LIFETIME SOLUTIONS, INC. and DOES 1-
20 20 should be disregarded in equity and for the ends of justice because such disregard is necessary to
21 avoid fraud and injustice to Plaintiff herein.

22 9. Accordingly, LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON and DOES
23 1-20 are the alter egos of one another, and the fiction of their separate corporate existence must be
24 disregarded.

25 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
26 thereon alleges that LIFETIME SOLUTIONS, INC., GREGORY W. HUDSON and DOES 1-20 are
27 joint employers by virtue of a joint enterprise, and that the employees and agents of LIFETIME
28 SOLUTIONS, INC. were also employees of GREGORY W. HUDSON and DOES 1-20. LIFETIME

1 SOLUTIONS, INC. employees performed services for each and every one of Defendants, and to the
2 mutual benefit of all Defendants, and all Defendants shared control of them as employees, either
3 directly or indirectly, and the manner in which Defendants' business was and is conducted.

4 11. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
6 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
7 Complaint to insert the true names and capacities of these Defendants when they become known to
8 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
9 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
10 Plaintiff as alleged hereinafter.

11 12. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
12 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
13 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
14 and each of them, and in doing the things alleged herein, were acting at least in part within the course
15 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
16 and/or joint venture and with the permission and consent of each of the other Defendants.

17 13. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
18 including those defendants named as DOES 1-20 acted in concert with one another to commit the
19 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
20 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
21 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
22 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
23 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
24 intended to cause and actually causing Plaintiff's harm.

25 14. Whenever and wherever reference is made in this Complaint to any act or failure to
26 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
27 the acts and/or failures to act by each Defendant acting individually, jointly and severally.
28

1 **FACTUAL ALLEGATIONS**

2 15. DAVID COCHRAN worked as an Installer for Defendants. During his first stint of
3 employment with LIFETIME SOLUTIONS, INC., Plaintiff worked from December 2006 to
4 approximately October 25, 2015. Then, Plaintiff was rehired around January 27, 2020.

5 16. Plaintiff's job duties included driving to different locations to install water treatment
6 systems in residential homes. Additionally, Plaintiff was tasked with training new hires. Plaintiff
7 worked in tandem with the new hires, as they shadowed him while he performed installations.

8 17. During Plaintiff's second stint of employment with Defendants, Plaintiff worked
9 Tuesday through Saturday from 7:30 a.m. to 4:00 p.m.

10 18. From May 2020 to July 2020, Plaintiff was paid \$20.00 per hour. In August 2020,
11 Plaintiff pay was increased to \$20.50 per hour. In May of 2021, Plaintiff's pay increased to \$22.00
12 per hour. Lastly, Plaintiff's pay increased to \$24.00 per hour in March of 2022.

13 19. During Plaintiff's employment, Defendants failed to provide the necessary tools to
14 adequately perform his job duties. While some tools, like a snake and a jack hammer were provided,
15 these tools were not sufficient to allow him to perform the installations. Therefore, Plaintiff was
16 forced to use his own tools, which were valued at approximately \$2,000. To date Plaintiff has not
17 been reimbursed by Defendants for the use of his tools.

18 20. At all times relevant herein, Defendants provided Plaintiff and other employees with
19 an insufficient quantity of tools to adequately perform their job duties. The tools provided by
20 Defendants were insufficient to allow a single installer to perform their job. As such, installers and
21 other employees were required to incur thousands of dollars in tool expenditures, which Defendants
22 have not reimbursed. Defendants' practice of failing to reimburse non-double minimum wage-earning
23 technicians for the purchase of their hand tools and equipment is a violation of Labor Code § 2802.

24 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff was entitled to receive full reimbursement for all business-related expenses
26 and costs he incurred in direct consequence of the discharge of his duties and that he did not receive
27 full reimbursement of applicable business-related expenses and costs incurred.

1 **FIRST CAUSE OF ACTION**
2 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**
3 **IN VIOLATION OF LABOR CODE § 2802**
4 **(AGAINST ALL DEFENDANTS)**

5 22. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
6 though fully set forth herein.

7 23. An employer shall indemnify his or her employee for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
9 or her obedience to the directions of the employer.

10 24. From January 27, 2020 to the present date, Plaintiff has been required by Defendants
11 to purchase tools, and in fact did purchase tools in order to perform their duties.

12 25. From January 27, 2020 to the present date, Defendants failed to pay Plaintiff less than
13 twice the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS.
14 § 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

15 26. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
17 indemnify Plaintiff for the reasonable expenses they incurred in the course of performing their duties.

18 27. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by their
19 for the purchase of the tools that were necessary for the performance of their job and which they was
20 required to purchase in an amount according to proof at trial.

21 28. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
22 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
23 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them
24 enforcing the rights granted by Labor Code § 2802

25 **SECOND CAUSE OF ACTION**
26 **FAILURE TO TIMELY PAY WAGES**
27 **IN VIOLATION OF LABOR CODE § 204**

28 29. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 30. "All wages ... earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer as the regular paydays
4 ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
5 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
6 the close of the payroll period." Lab. Code § 204.

7 31. "In addition to, and entirely independent and apart from, any other penalty provided
8 in this article, every person who fails to pay the wages of each employee as provided in Sections ...
9 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
10 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
11 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
12 amount unlawfully withheld." Lab. Code § 210.

13 32. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
14 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
15 Plaintiff is owed wages for unpaid minimum wage, meal periods and unreimbursed business
16 expenses. At no time during their employment were these outstanding sums ever paid to them.
17 Instead, these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was
18 not paid all wages earned by the seventh calendar day following the close of their pay periods.

19 33. As a direct and proximate result of Defendants' failure to timely pay wages, Plaintiff
20 is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

21 **THIRD CAUSE OF ACTION**

22 **WILLFUL FAILURE TO PAY WAGES**

23 **IN VIOLATION OF LABOR CODE §§ 201-203**

24 34. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
25 though fully set forth herein.

26 35. "If an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately." Lab. Code § 201.

28 36. "If an employee not having a written contract for a definite period quits his or her

1 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
2 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
3 employee is entitled to his or her wages at the time of quitting.” Lab. Code § 202.

4 37. “If an employer willfully fails to pay any wages of an employee who is discharged or
5 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
6 rate until paid or until an action therefor is commenced.” Lab. Code § 203.

7 38. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

8 39. At no time since Plaintiff's separation of employment did Defendants pay them wait-
9 time penalties as required by Labor Code § 203.

10 40. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
11 upon their separation of employment, Plaintiff incurred wait-time penalties in an amount equal to
12 their daily rate of pay over the period that the wages were not paid in an amount subject to proof at
13 trial.

14 **FOURTH CAUSE OF ACTION**
15 **CIVIL PENALTIES IN VIOLATION OF**
16 **LABOR CODE § 2699, ET SEQ.**
17 **(AGAINST ALL DEFENDANTS)**

18 41. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
19 though fully set forth herein.

20 42. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
21 action against Defendants, on behalf of herself and other current or former employees, seeking civil
22 penalties for defendants' violations of the California Labor Code.

23 43. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
24 by virtue of the numerous Labor Code violations she was subjected to as plead herein.

25 44. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings
26 this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse
27 for necessary business expenditures in violation of Labor Code § 2802, failure to timely pay wages
28 in violation of Labor Code § 204 and willful failure to pay wages in violation of Labor Code § 201-

1 203.

2 45. On November 22, 2023, Plaintiff provided written notice by online filing with the
3 Labor and Workforce Development Agency and by certified mail to Defendants of the specific
4 provisions of the Labor Code alleged to have been violated, including the facts and theories to support
5 the alleged violation, as required by Labor Code § 2699.3 (a) (1) (A).

6 46. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and
7 Workforce Development Agency of its intent to pursue an action against Defendants.

8 47. As a direct and proximate result of Defendants' California Labor Code violations as
9 set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay
10 period for the initial violation, and \$200 for each aggrieved employee per pay period for each
11 subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly
12 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do
13 expressly provide for a penalty.

14 48. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the
15 recovered civil penalties.

16 **PRAYER FOR RELIEF**

17 Plaintiff prays for relief and judgment against Defendants as follows:

18 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess
19 of \$25,000, exclusive of interest and costs.

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

21 **(Unreimbursed Business Expenses)**

22 2. That the Court adjudge, declare and decree that Defendants violated Labor Code §
23 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

24 3. For unreimbursed business expenses and for all actual, consequential, and incidental
25 losses and damages, according to proof;

26 4. For interest at the same rate as judgments in civil actions, accruing from the date on
27 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
28 2802;

1 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
2 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

3 6. For such other relief that the Court deems just and appropriate.

4 **As to the Second Cause of Action**

5 **(Failure to Timely Pay Wages)**

6 7. That the Court declare, adjudge, and decree that Defendants violated California Labor
7 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
8 wages to Plaintiff and class members;

9 8. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
10 withheld from Plaintiff and class members;

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

12 10. For pre-judgment interest on any unpaid wages from the date such amounts were due,
13 or as otherwise provided by law;

14 11. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
15 as otherwise provided by law; and

16 12. For such other relief that the Court deems just and appropriate.

17 **As to the Third Cause of Action**

18 **(Willful Failure to Pay Wages)**

19 13. That the Court declare, adjudge, and decree that Defendants violated California Labor
20 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
21 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge
22 or within 72 hours of their resignation;

23 14. For wait time penalties pursuant to Labor Code § 203;

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

25 16. For pre-judgment interest on any unpaid wages from the date such amounts were due,
26 or as otherwise provided by law;

27 17. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
28 as otherwise provided by law; and

1 18. For such other relief that the Court deems just and appropriate.

2 **As to the Fourth Cause of Action**

3 **(Civil Penalties under the PAGA)**

4 19. That the Court declare, adjudge, and decree that Defendants violated all California
5 Labor Code sections plead herein, including Labor Code §§ 201-204, and 2802;

6 20. For civil penalties pursuant to 210, 2699 (a) and/or 2699 (a), (f) and (g), for violations
7 of all California Labor Code sections plead herein, including Labor Code §§ 201-204, and 2802;

8 21. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and
9 any and all other relevant statutes, for Defendants' violations of all California Labor Code sections
10 plead herein, including Labor Code §§ 201-204, and 2802;

11 22. For pre-judgment and post-judgment interest as provided by law; and

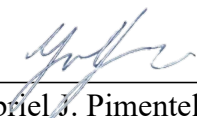
12 23. For such other and further relief as the Court deems just and appropriate.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a trial by jury on all issues.

15 **PIMENTEL LAW, P.C.**

16
17 Dated: March 11, 2024

By: 

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff