

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Roman Shkodnik (SBN 285152)
r.shkodnik@d.law
Amanda Fazio (SBN 346350)
a.fazio@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiffs ROLANDO PIZARRO UBALDO,
and GUSTAVO DIVINCENZO JR. on behalf of themselves
and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF PLACER**

ROLANDO PIZARRO UBALDO and
GUSTAVO DIVINCENZO JR., on behalf of
themselves and others similarly situated,

Plaintiffs,

vs.

SUN CITY ROSEVILLE COMMUNITY
ASSOCIATION, INC., a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of Placer
05/28/2025 at 10:46:09 AM

By: Tara C Gibbs
Deputy Clerk

Case No. S-CV-0051804
CLASS ACTION

Assigned for All Purposes To:
Hon. Todd Irby
Dept.: 40

**THIRD AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Violation of Labor Code § 227.3;
6. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174, and
1174.5;
9. Penalties Pursuant to Labor Code § 203; and
10. Violation of Business & Professions Code §
17200 *et seq.*;
11. Failure to Pay Split-Shift Premiums (IWC
Order 1-15, § 4); and
12. Penalties Pursuant to Labor Code § 2699, *et
seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs ROLANDO PIZARRO UBALDO and GUSTAVO DIVINCENZO JR.,
2 (hereinafter “Plaintiffs”) on behalf of themselves and all others similarly situated (collectively,
3 “Employees”; individually, “Employee”) complains of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiffs bring this action on behalf of themselves and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants SUN CITY
8 ROSEVILLE COMMUNITY ASSOCIATION, INC., a California corporation, and DOES 1
9 through 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiffs allege
10 that Defendants, and each of them, violated various provisions of the California Labor Code,
11 relevant orders of the Industrial Welfare Commission (IWC), and California Business &
12 Professions Code, and seek redress therefore.

13 2. Plaintiffs are residents of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class
16 members worked for Defendants in Placer County, and in other nonexempt positions, throughout
17 California, and consistently worked at Defendants’ behest without being paid all wages due. More
18 specifically, Plaintiffs and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiffs
21 were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiffs and the Employees in the Class to perform work
25 while remaining under Defendants’ control during their meal breaks. Defendants thus failed to pay
26 Plaintiffs and the Class members for all hours worked, and provided them with inaccurate wage
27 statements that prevented Plaintiffs and the Class from learning of these unlawful pay practices.
28 Defendants also failed to provide Plaintiffs and the Class with lawful meal and rest periods, as

employees were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

THE PARTIES

A. The Plaintiffs

4. Plaintiff ROLANDO PIZARRO UBALDO has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

5. Plaintiff GUSTAVO DIVINCENZO JR. has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California.

B. The Defendants

6. Defendant SUN CITY ROSEVILLE COMMUNITY ASSOCIATION, INC. ("SCRCA") is a California corporation with its principle executive offices in Roseville, California, and has been listed as the employer on the wage statements issued to Plaintiffs during the relevant time period. SCRCA lists an address in Roseville, California with the California Secretary of State, and employs Plaintiffs and the Employees in Placer County, including at Defendants' offices and facilities in Roseville, California, and throughout California and Defendants conduct business throughout California.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and thereon alleges that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiffs are informed and believe and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried

1 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
2 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
3 all respects as the employers or joint employers of Employees. Defendants, and each of them,
4 exercised control over the wages, hours or working conditions of Employees, or suffered or
5 permitted Employees to work, or engaged, thereby creating a common law employment
6 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
7 employed Employees.

8 **JURISDICTION AND VENUE**

9 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
10 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
11 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
12 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
13 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
14 obligations and liabilities giving rise to this lawsuit occurred at least in part in Placer County and
15 Defendants maintain and operate company offices and facilities in Placer County and employ
16 Plaintiffs and other Class members in Placer County and throughout California.

17 **FACTUAL BACKGROUND**

18 10. The Employees who comprise the Class and Collective, including Plaintiffs, are
19 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
20 Employees who work in nonexempt positions at the direction of Defendants in the State of
21 California. Plaintiffs and the Class members were either not paid by Defendants for all hours
22 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
23 Plaintiffs and Employees were not paid for the time that they worked “pre-shift” and “post-shift”
24 without compensation by waiting in line to clock-in, working prior to clocking in due to
25 management request when the floor was busy, taking out and performing maintenance and
26 cleaning tasks post-shift. Plaintiffs and Employees were not compensated for time spent working
27 while clocked out for meal breaks, specifically Defendants required Employees to keep their
28 walkie-talkies on during meal breaks and respond to any requests for work tasks to be completed.

1 Plaintiffs and Employees were also not paid for orientation and time spent doing trainings during
2 meal and rest breaks. Plaintiffs also contend that Defendants failed to pay Plaintiffs and the Class
3 members all wages due and owing, failed to pay all accrued vacation time upon termination of
4 employment, failed to provide meal and rest breaks, and failed to furnish accurate wage
5 statements, all in violation of various provisions of the California Labor Code and applicable
6 Wage Orders.

7 11. During the course of Plaintiffs and the Class members' employment with
8 Defendants, they were not paid all wages they were owed, including for all work performed and
9 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
10 labor budgets low.

11 12. As a matter of uniform Company policy, Plaintiffs and the Class members were
12 required to work during their meal and rest breaks, in part due to Defendants' policy requiring
13 walkie-talkies to be left on during breaks, which were not compensated by Defendants in
14 violation of the California Labor Code. Plaintiffs and the Class members also completed trainings
15 during meal and rest breaks resulting in them being on-duty. In addition, Plaintiffs and the Class
16 members were not permitted to leave the premises during meal and rest breaks. Plaintiffs and the
17 Class members were also not paid regular wages and overtime for the time they were required to
18 comply with other requirements imposed upon them, which they had to complete while working
19 through their meal and rest breaks and without compensation. As a result, Plaintiffs and the Class
20 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
21 but they were not paid at the appropriate overtime rate for all such hours, including by being
22 required to perform work duties and tasks without pay and while off-the-clock. As a result,
23 Plaintiffs and the Class members worked substantial overtime hours during their employment
24 with Defendants for which they were not compensated, in violation of the California Labor Code
25 and the applicable IWC Wage Orders.

26 13. As a result of the above described the daily work demands and pressures to work
27 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and
28 the Class members were not properly paid for all wages earned and for all wages owed to them by

1 Defendants, including when working more than eight (8) hours in any given day and/or more than
2 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
3 Plaintiffs and Class members incurred overtime hours worked for which they were not adequately
4 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiffs and
5 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
6 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
7 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
8 Labor Code and the applicable IWC Wage Orders.

9 14. Therefore, from at least four (4) years prior to the filing of this lawsuit and
10 continuing to the present, Defendants had a consistent policy or practice of failing to pay
11 Employees for all hours worked and failing to pay minimum wage for all time worked as required
12 by California Law.

13 15. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants had a consistent policy or practice of failing to pay
15 Employees overtime compensation at premium overtime rates for all hours worked in excess of
16 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
17 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
18 sections of IWC Wage Orders.

19 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants have regularly required Employees to work shifts in excess
21 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
22 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
23 periods of not less than thirty minutes; nor did Defendants pay Employees "premium pay," i.e. one
24 hour of wages at each Employee's effective regular rate of pay, for each meal period that
25 Defendants failed to provide or deficiently provided.

26 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have consistently failed to provide Employees with paid rest breaks of not less
28 than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did

1 Defendants pay Employees premium pay for each day on which requisite rest breaks were not
2 provided or were deficiently provided at one hour of wages at each Employee's effective regular
3 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

4 18. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
5 continuing to the present, Defendants have consistently failed to provide Employees with timely,
6 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

7 19. From at least four (4) years prior to the filing of this lawsuit and continuing to the
8 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
9 performance of their job duties for Defendants including, but not limited to, the cost of personal
10 cell phone usage and the cost of equipment including but not limited to dust mops and mop heads,
11 which were necessary to perform their duties under Defendants' employ in violation of Labor
12 Code § 2802.

13 20. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
14 continuing to the present, Defendants have consistently failed to keep accurate time and wage
15 records as required by California wage-and-hour laws.

16 21. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
17 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed,
18 including all accrued vacation time, to Employees at the time of their termination or within
19 seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

20 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
21 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed,
22 including all accrued vacation time, to Employees at the time of their termination or within
23 seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

24 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
25 Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1174.5,
26 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

27 24. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
28 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have

1 enjoyed from their violations of Labor Code.

2 **CLASS ALLEGATIONS**

3 25. Plaintiffs bring this class action on behalf of themselves and all others similarly
4 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
5 follows: all individuals employed by Defendants within the State of California at any time within
6 four (4) years of the filing of this lawsuit.

7 26. Further, Plaintiffs seek to represent the following Subclasses composed of and
8 defined as follows:

9 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
10 compensated for all hours worked for Defendants at the applicable minimum wage.

11 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
12 compensated for all hours worked for Defendants at the required rates of pay, including for all
13 hours worked in excess of eight in a day and/or forty in a week.

14 c. Subclass 3. Meal Period Subclass. All Class members who were subject to
15 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
16 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

17 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
18 Defendants' policy and/or practice of failing to authorize and permit Employees to take
19 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
20 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

21 e. Subclass 5. Vacation Wages Subclass. All Class members who were not paid all
22 accrued vacation time at the end of their employment with Defendants.

23 f. Subclass 6. Payroll Records Subclass. All Class members who were subject to
24 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
25 by California wage-and-hour laws.

26 g. Subclass 7. Wage Statement Subclass. All Class members who, within the
27 applicable limitations period, were not provided with accurate itemized wage statements.

28 h. Subclass 8. Failure to Reimburse for Necessary Business Expenditures Subclass.

1 All Class members who were subject to Defendants failing to reimburse for expenses necessarily
2 incurred in the performance of Employees job duties for Defendants which were necessary to
3 perform their duties under Defendants' employ.

4 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
5 applicable limitations period, either voluntarily or involuntarily separated from their employment
6 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
7 termination.

8 j. Subclass 10. Split-Shift Premium Sub-Class. All Class members, who did not
9 reside at the place of their employment with Defendants and whose work schedules were
10 interrupted by non-paid and non-working time periods, which were longer than bona fide meal or
11 rest periods, and were established by Defendants.

12 k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a
13 result of Defendants' business acts and practices, to the extent such acts and practices are found to
14 be unlawful, deceptive, and/or unfair.

15 27. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or
16 modify the class description with greater particularity or further division into subclasses or
17 limitation to particular issues.

18 28. This action has been brought and may properly be maintained as a class action
19 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
20 of interest in litigation and the proposed class is easily ascertainable.

21 **A. Numerosity**

22 29. The potential members of the class as defined are so numerous that joinder of all
23 the member of the class is impracticable. While the precise number of class member has not been
24 determined at this time, Plaintiffs are informed and believe that Defendants employ or, during the
25 time period relevant to this lawsuit, employed more than 100 individuals within the State of
26 California.

27 30. Accounting for employee turnover during the relevant time period increases this
28 number substantially. Plaintiffs allege that Defendants' employment records will provide

1 information as to the number and location of all class members.

2 **B. Commonality**

3 31. There are questions of law and fact common to the class that predominate over any
4 questions affecting only individual class members. These common questions of law and fact
5 include:

- 6 a. Whether Defendants failed to pay Employees minimum wages;
- 7 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 8 c. Whether Defendants failed to pay Employees overtime as required under Labor
9 Code § 510;
- 10 d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
11 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
12 premium pay in lieu thereof;
- 13 e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
14 Orders, by failing to provide Employees with requisite rest breaks or premium pay
15 in lieu thereof;
- 16 f. Whether Defendants failed to pay Employees vacation wages as required under
17 Labor Code § 227.3;
- 18 g. Whether Defendants violated Labor Code § 226(a);
- 19 h. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 20 i. Whether Defendants failed to reimburse Employees for necessary business
21 expenses;
- 22 j. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
23 wages and compensation due and owing at the time of termination of employment;
- 24 k. Whether Defendants failed to pay proper shift-split premiums;
- 25 l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 26 m. Whether Employees are entitled to equitable relief pursuant to Business and
27 Professions Code § 17200 *et seq.*;
- 28 n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*

1 **C. Typicality**

2 32. The claims of the named Plaintiffs are typical of those of the other Employees.
3 Employees all sustained injuries and damages arising out of and caused by Defendants' common
4 course of conduct in violation of statutes, as well as regulations that have the force and effect of
5 law, as alleged herein.

6 **D. Adequacy of Representation**

7 33. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
8 Counsel who represents Employees are experienced and competent in litigating employment class
9 actions.

10 **E. Superiority of Class Action**

11 34. A class action is superior to other available means for the fair and efficient
12 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
13 questions of law and fact common to all Employees predominate over any questions affecting only
14 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
15 Defendants' illegal policies or practices of failing to compensate Employees properly.

16 35. Class action treatment will allow those persons similarly situated to litigate their
17 claims in the manner that is most efficient and economical for the parties and the judicial system.
18 Plaintiffs is unaware of any difficulties in managing this case that should preclude class action.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **(Against All Defendants)**

22 36. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
23 full herein.

24 37. Defendants failed to pay Employees minimum wages for all hours worked.
25 Defendants had a consistent policy of misstating Employees time records and failing to pay
26 Employees for all hours worked. Employees would work hours and not receive wages, including
27 as alleged above in connection with working during meal breaks due to Defendants' policy
28 requiring Employees to keep walkie-talkies on during meal breaks and to respond to requests for

1 work tasks to be completed. Plaintiffs and Employees also worked “pre-shift” and “post-shift”
2 without compensation by waiting in line to clock-in and working prior to clocking in due to
3 management request when the floor was busy and taking trash out and performing maintenance
4 and cleaning tasks post-shift. Plaintiffs and Employees were also not paid for orientation and
5 time spent doing trainings during meal and rest breaks. Additionally, Defendants failed to pay
6 Employees for hours worked during alleged meal periods for which Employees were denied, as
7 also addressed herein. Moreover, Defendants did not pay Plaintiffs and Employees at the
8 applicable minimum wage for all hours worked. Defendants’ uniform pattern of unlawful wage
9 and hour practices manifested, without limitation, applicable to the Class as a whole, as a result
10 of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs
11 and the other members of the Class as to minimum wage pay.

12 38. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage”
13 states:

14 The minimum wage for employees fixed by the commission is the
15 minimum wage to be paid to employees, and the payment of a less
wage than the minimum so fixed is unlawful.

16 39. The applicable minimum wages fixed by the commission for work during the
17 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
18 therefore entitled to double the minimum wage during the relevant period.

19 40. The minimum wage provisions of California Labor Code are enforceable by private
20 civil action pursuant to California Labor Code § 1194(a) which states:

21 Notwithstanding any agreement to work for a lesser wage, any
22 employee receiving less than the legal minimum wage or the legal
23 overtime compensation applicable to the employee is entitled to
24 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney’s fees and costs of suit.

25 41. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
26 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

27 42. California Labor Code § 1194.2 also provides for the following remedies:

28 In any action under Section 1194 . . . to recover wages because of
the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover

1 liquidated damages in an amount equal to the wages unlawfully
2 unpaid and interest thereon.

3 43. Defendants have the ability to pay minimum wages for all time worked and have
4 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
5 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

6 44. Wherefore, Employees are entitled to recover the unpaid minimum wages
7 (including double minimum wages), liquidated damages in an amount equal to the minimum
8 wages unlawfully unpaid, interest thereon, and reasonable attorney's fees and costs of suit
9 pursuant to California Labor Code § 1194(a).

10 **SECOND CAUSE OF ACTION**

11 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

12 **(Against All Defendants)**

13 45. Plaintiff re-allege and incorporate all preceding paragraphs, as though set forth in
14 full herein.

15 46. By their conduct, as set forth herein, Defendants violated California Labor Code §
16 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
17 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
18 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
19 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
20 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
21 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
22 paying Employees wages for all hours worked including time off the clock working "pre-shift"
23 and "post-shift" without compensation by waiting in line to clock-in, working prior to clocking in
24 due to management request when the floor was busy, and taking out and performing maintenance
25 and cleaning tasks post-shift. Employees were also not compensated for time spent working
26 while clocked out for meal breaks due to Defendants' policy requiring Employees to keep
27 walkie-talkies on during meal breaks and respond to requests for work tasks to be completed.
28 Plaintiffs and Employees were also not paid for orientation and time spent doing trainings during
meal breaks. As a result, Employees regularly worked over 8 hours on a given day without

1 receiving overtime compensation.

2 47. Defendants' failure to pay compensation in a timely fashion also constituted a
3 violation of California Labor Code § 204, which requires that all wages shall be paid
4 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
5 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
6 and overtime compensation earned by Employees. Each such failure to make a timely payment of
7 compensation to Employees constitutes a separate violation of California Labor Code § 204.

8 48. Employees have been damaged by these violations of California Labor Code §§
9 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

10 49. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
11 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
12 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
13 reasonable attorneys' fees and costs.

14 **THIRD CAUSE OF ACTION**

15 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

16 **(Against All Defendants)**

17 50. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 51. Employees regularly worked shifts greater than five (5) hours and greater than ten
20 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
21 more than five (5) hours without providing him or her with a meal period of not less than thirty
22 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
23 meal period of not less than thirty (30) minutes.

24 52. Defendants failed to provide Employees with meal periods as required under the
25 Labor Code. Employees were consistently required to work through their meal periods which they
26 were consistently denied. Employees were also required to take meal periods after working well
27 beyond the five (5) hour shifts. In addition, Employees meal periods were consistently interrupted
28 and were on-duty due to Defendants' policy requiring Employees to keep their walkie-talkies on

1 during meal periods and respond to requests for work tasks to be performed. Plaintiffs and
2 Employees also performed trainings while on meal periods and were not permitted to leave the
3 premises during meal periods. Furthermore, Employees were regularly required to work for more
4 than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal
5 period as required by law.

6 53. Moreover, Defendants failed to compensate Employees for each meal period not
7 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
8 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
9 employee a meal period in accordance with this section, the employer shall pay the employee one
10 hour of pay at the employee's regular rate of compensation for each workday that the meal period
11 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
12 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
13 and 20 of the applicable IWC Wage Order.

14 54. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
15 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
16 period not provided or deficiently provided, a sum to be proven at trial.

17 **FOURTH CAUSE OF ACTION**

18 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

19 **(Against All Defendants)**

20 55. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
21 full herein.

22 56. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
23 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
24 not less than ten (10) minutes for each consecutive four (4) hour shift.

25 57. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
26 not less than ten (10) minutes for each consecutive four (4) hour shift. Defendants required
27 Employees to keep their walkie-talkies on during rest breaks and respond to requests for work
28 tasks to be performed, resulting in on-duty and interrupted rest breaks. Plaintiffs and Employees

1 also performed trainings while on rest breaks and were not permitted by Defendants to leave the
2 premises during rest breaks.

3 58. Moreover, Defendants failed to compensate Employees for each rest period not
4 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
5 Wage Orders, which provide that, if an employer fails to provide an employee a rest break in
6 accordance with this section, the employer shall pay the employee one hour of pay at the
7 employee's regular rate of compensation for each workday that the rest period is not provided.
8 Defendants failed to compensate the Employees in the Class for each rest break not provided or
9 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
10 Order.

11 59. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
12 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
13 worked without the required rest breaks, a sum to be proven at trial.

14 **FIFTH CAUSE OF ACTION**
15 **FAILURE TO PAY VACATION WAGES**
16 **(Against All Defendants)**

17 60. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
18 full herein.

19 61. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
20 employment policy provides for paid vacation and an employee is terminated without having
21 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
22 in accordance with said contract of employment or policy respecting eligibility or time served.

23 62. Defendants failed to pay Employees all accrued and vested vacation as wages at the
24 time of termination in violation of Labor Code § 227.3.

25 63. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
26 Code § 227.3.

27 ///

28 **SIXTH CAUSE OF ACTION**

1 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
2 **IN VIOLATION OF LABOR CODE § 2802**
3 **(Against All Defendants)**

4 64. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 65. Under Labor Code § 2802(a) an employer must indemnify its employees for all
7 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
8 of his or her duties, or of his or her obedience to the directions of the employer.

9 66. Employees incurred necessary expenditures in the performance of their job duties
10 for Defendants, namely the cost of personal cell phone usage and the cost of equipment including
11 but not limited to dust mops and mop heads, which were necessary to perform their duties under
12 Defendants' employ. From four (4) years prior to the original filing of this lawsuit and continuing
13 to the present, Defendants consistently failed to reimburse Employees for these necessarily
14 incurred business expenses.

15 67. As a result of the unlawful acts of Defendants, Employees have been deprived of
16 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
17 plus interest and penalties thereon, attorneys' fees, and costs.

18 **SEVENTH CAUSE OF ACTION**
19 **VIOLATION OF LABOR CODE § 226(a)**
20 **(Against All Defendants)**

21 68. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 69. California Labor Code § 226(a) requires an employer to furnish each of his or her
24 employees with an accurate, itemized statement in writing showing the gross and net earnings,
25 total hours worked, and the corresponding number of hours worked at each hourly rate; these
26 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
27 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
28 statements may be given to the employee separately from the payment of wages; in either case the

1 employer must give the employee these statements twice a month or each time wages are paid.

2 70. Defendants failed to provide Employees with accurate itemized wage statements in
3 writing, as required by the Labor Code. Specifically, the wage statements given to Employees by
4 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
5 periods and rest breaks, all of which Defendants knew or reasonably should have known were
6 owed to Employees, as alleged hereinabove. The wage statements provided to Employees were
7 confusing and required Employees to engage in discovery and refer to outside sources to verify
8 whether their pay was correct and potentially resulting in a miscalculation by the Employees.

9 71. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
10 Employees suffered injuries, including among other things confusion over whether they received
11 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
12 forcing them to make mathematical computations to analyze whether the wages paid in fact
13 compensated them correctly for all hours worked.

14 72. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
15 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
16 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
17 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
18 award of costs and reasonable attorneys' fees.

19 73. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
20 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
21 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
22 employee for each pay period.

23 74. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and
24 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
25 shown according to proof.

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27 ///

28 **EIGHTH CAUSE OF ACTION**

1 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
2 **and 1174.5**

3 **(Against All Defendants)**

4 75. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 76. California Labor Code § 1174 requires that all employers shall keep accurate time
7 and wage records for all employees. California Labor Code § 1174.5 further requires that any
8 employee suffering injury due to a willful violation of the aforementioned obligations may seek
9 damages, including civil penalties, from the employer.

10 77. During the course of Plaintiffs' and Employees' employment, Defendants
11 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
12 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper
13 wages, overtime, and premium pay as discussed above.

14 78. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
15 knew wages to be due but failed to pay them.

16 79. Accordingly, Defendants are liable for civil penalties pursuant to the California
17 Labor Code including § 1174.5 for the three (3) years prior to the filing of this Complaint.

18 **NINTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE § 203**

20 **(Against All Defendants)**

21 80. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
22 full herein.

23 81. Numerous Employees are no longer employed by Defendants; they either quit
24 Defendants' employ or were fired therefrom.

25 82. Defendants failed to pay these Employees all wages due and certain at the time of
26 termination or within seventy-two (72) hours of resignation.

27 83. The wages withheld from these Employees by Defendants remained due and owing
28 for more than thirty (30) days from the date of separation of employment.

84. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them; this violation entitles these Employees to penalties under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

TENTH CAUSE OF ACTION

VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.*

(Against All Defendants)

85. Plaintiffs re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

86. Plaintiffs, on behalf of himself, Employees, and the general public, brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the general public. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

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

88. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business practices.

89. Wage-and-hour laws express fundamental public policies. Paying employees their wages and overtime, providing them with meal and rest periods, etc., are fundamental public policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously to enforce minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower costs to themselves by failing to comply with minimum labor standards.

90. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint Defendants have acted contrary to these public policies, have violated specific

1 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
2 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
3 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
4 guaranteed to all employees under the law.

5 91. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of the Business & Professions Code § 17200 *et seq.*

7 92. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
8 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
9 care should have known that their conduct was unlawful; therefore their conduct violates the
10 Business & Professions Code § 17200 *et seq.*

11 93. As a proximate result of the above-mentioned acts of Defendants, Employees have
12 been damaged, in a sum to be proven at trial.

13 94. Unless restrained by this Court, Defendants will continue to engage in such
14 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
15 should make such orders or judgments, including the appointment of a receiver, as may be
16 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
17 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
18 disgorgement of such profits as may be necessary to restore Employees to the money Defendants
19 have unlawfully failed to pay.

20 **ELEVENTH CAUSE OF ACTION**

21 **FAILURE TO PAY SPLIT-SHIFT PREMIUMS**

22 **(Industrial Welfare Commission Wage Order 1-15, § 4)**

23 **(Against All Defendants)**

24 95. Plaintiffs incorporate the preceding paragraphs of the Complaint as if fully alleged
25 herein.

26 96. At all relevant times, Plaintiffs and Split-Shift Sub-Class members are or have been
27 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
28 applicable Wage Order.

1 97. Section 4 of the applicable Industrial Welfare Commission Wage Order imposes an
2 affirmative obligation on employers to pay non-exempt employees one (1) hour's pay at the
3 minimum wage in addition to the minimum wage for that workday when an employee works a
4 split shift.

5 98. Plaintiffs allege that, at all relevant times during the applicable limitations period,
6 Defendants maintained a policy or practice of failing to pay premium wages to Split-Shift Sub-
7 Class members when their schedules were interrupted by non-paid and non-working time periods
8 established by the employer. The time periods between these shifts were longer than a bona fide
9 meal or rest periods and were for the benefit of the employer.

10 99. At no time did the Split-Shift Sub-Class members reside at the place of their
11 employment.

12 100. As a result of Defendants' unlawful conduct, Plaintiffs and Split-Shift Sub-Class
13 members have suffered damages in an amount, subject to proof, to the extent they were not paid
14 the full amount of split-shift premiums earned during each pay period during the applicable
15 limitations period.

16 101. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiffs, on behalf of
17 themselves and the Split-Shift Sub-Class members, seeks to recover unpaid premium wages,
18 interest thereon, and costs of suit.

19 102. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
20 substantial benefit doctrine, and/or the common fund doctrine, Plaintiffs, on behalf of themselves
21 and Split-Shift Sub-Class members, seeks to recover reasonable attorneys' fees.

22 **TWELFTH CAUSE OF ACTION**

23 **PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.***

24 **(Against All Defendants)**

25 103. Plaintiffs re-alleges and incorporates all preceding paragraphs, as though set forth
26 in full herein.

27 104. Plaintiffs and Employees are aggrieved employees as defined under Labor Code §
28 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the

1 alleged violators, Defendants.

2 105. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants'
3 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
4 penalty provisions, without limitation, based on the following California Labor Code sections:
5 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12,
6 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

7 106. The penalties shall be allocated as follows: 75% to the Labor and Workforce
8 Development Agency (LWDA) and 25% to the affected employee.

9 107. Employees also seek any and all penalties and remedies set forth in Labor Code §
10 558, which states:

11 (a) Any employer or other person acting on behalf of an employer who
12 violates, or causes to be violated, a section of this chapter or any provision
13 regulating hours and days of work in any order of the Industrial Welfare
14 Commission shall be subject to a civil penalty as follows: (1) For any initial
15 violation, fifty dollars (\$50) for each underpaid employee for each pay period for
16 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid wages. (3)
Wages recovered pursuant to this section shall be paid to the affected employee.

17 (b) If upon inspection or investigation the Labor Commissioner determines that
18 a person had paid or caused to be paid a wage for overtime work in violation of any
19 provision of this chapter, or any provision regulating hours and days of work in any
20 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
21 citation. The procedures for issuing, contesting, and enforcing judgments for
citations or civil penalties issued by the Labor Commissioner for a violation of this
chapter shall be the same as those set out in Section 1197.1.

22 (c) The civil penalties provided for in this section are in addition to any other
23 civil or criminal penalty provided by law.

24 108. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
25 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
26 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
27 for each violation in a subsequent citation, for which the employer fails to provide the employee a
28 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
extent that Labor Code § 226.3 applies, Plaintiffs and Employees also seeks such penalties on.

109. Plaintiffs have exhausted their administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on December 12, 2023 and an amended LWDA letter postmarked on xxxx. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letters.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
6. For penalties pursuant to Labor Code § 227.3, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For penalties pursuant to Labor Code § 226.3, as may be proven;
9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
10. For penalties pursuant to Labor Code § 1174.5, as may be proven;
11. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
12. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

1 13. For compensatory damages in the amount of all previously unreimbursed business
2 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
3 from four (4) years prior to the original filing of this action, as may be proven;

4 14. For an order enjoining Defendants and their agents, servants, and employees, and
5 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
6 duties adumbrated in this Complaint;

7 15. For all general, special, and incidental damages as may be proven;

8 16. For an award of pre-judgment and post-judgment interest;

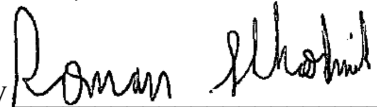
9 17. For an award providing for the payment of the costs of this suit;

10 18. For an award of attorneys' fees; and

11 19. For such other and further relief as this Court may deem proper and just.

12
13 DATED: May 28, 2025

D.LAW, INC.

14
15 By 

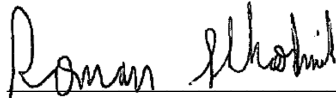
16 David Yermian
17 Roman Shkodnik
18 Amanda Fazio
19 Attorneys for Plaintiffs
20 ROLANDO PIZARRO UBALDO and
21 GUSTAVO DIVINCENZO JR.
22 and the putative class
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DEMAND FOR JURY TRIAL

Plaintiffs hereby demands trial of his claims by jury to the extent authorized by law.

DATED: May 28, 2025

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Amanda Fazio
Attorneys for Plaintiffs
ROLANDO PIZARRO UBALDO and
GUSTAVO DIVINCENZO JR.
and the putative class