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 County of Alameda
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Chad Finke, Executive Officer / Clerk of the Court

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

JOSE RAMIREZ, individually, and on behalf of
 all others similarly situated, and on behalf of the
 State of California and other aggrieved
 employees

Plaintiff,

v.

PIPEDREAMS VENTURES, INC. dba ALERT
 NAHMAN PLUMBING HEATING, a
 corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 23CV057109

**THIRD AMENDED CLASS ACTION
 AND PAGA REPRESENTATIVE
 ACTION COMPLAINT:**

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Failure to Produce Requested Employment Records (Cal. Lab. Code §§ 226 and 1198.5);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
10. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*].

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE RAMIREZ (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant PIPEDREAMS VENTURES, INC.
6 dba ALERT NAHMAN PLUMBING HEATING and DOES 1 through 10 (hereinafter collectively
7 referred to as “Defendants”) for California Labor Code violations and unfair business practices
8 stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and
9 overtime wages), failure to provide meal periods, failure to authorize and permit rest periods,
10 failure to timely pay final wages, failure to furnish accurate wage statements, failure to indemnify
11 employees for expenditures, and failure to produce requested employment records.

12 2. Plaintiff brings the First through Ninth Causes of Action individually and as a class
13 action on behalf of himself and certain current and former employees of Defendants (hereinafter
14 collectively referred to as the “Class” or “Class Members,” and defined more fully below). The
15 Class consists of Plaintiff and all other persons who have been employed by any Defendant in
16 California as an hourly-paid or non-exempt employee during the statute of limitations period
17 applicable to the claims pleaded here.

18 3. Plaintiff also brings this action in a representative capacity under the Labor Code
19 Private Attorneys General Act of 2004, California Labor Code sections 2698 et seq. (“PAGA”),
20 on behalf of the State of California and other aggrieved employees, to recover civil penalties arising
21 from Defendants’ alleged failure to pay for all hours worked, including minimum, straight time,
22 and overtime wages, failure to provide compliant meal periods, failure to authorize and permit
23 compliant rest periods, failure to timely pay all wages due at separation, failure to furnish accurate
24 itemized wage statements, failure to reimburse necessary business expenditures, failure to timely
25 pay all wages twice per month, and failure to maintain accurate records of hours worked and meal
26 periods as required by the California Labor Code and applicable IWC Wage Orders.

27 4. Defendants own/owned and operate/operated an industry, business, and
28 establishment within the State of California, including Alameda County. As such, and based upon

1 all the facts and circumstances incident to Defendants' business in California, Defendants are
2 subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission
3 ("IWC"), and the California Business & Professions Code.

4 5. Despite these requirements, throughout the statutory period, Defendants maintained
5 a systematic, company-wide policy and practice of:

- 6 (a) Failing to pay employees for all hours worked, including all minimum,
7 straight time, and overtime wages in compliance with the California Labor
8 Code and IWC Wage Orders;
- 9 (b) Failing to provide employees with timely and duty-free meal periods in
10 compliance with the California Labor Code and IWC Wage Orders, failing
11 to maintain accurate records of all meal periods taken or missed, and failing
12 to pay an additional hour's pay for each workday a meal period violation
13 occurred;
- 14 (c) Failing to authorize and permit employees to take timely and duty-free rest
15 periods in compliance with the California Labor Code and IWC Wage
16 Orders, and failing to pay an additional hour's pay for each workday a rest
17 period violation occurred;
- 18 (d) Willfully failing to pay employees all expenditures, minimum wages,
19 straight time wages, overtime wages, meal period premium wages, and rest
20 period premium wages due within the time period specified by California
21 law when employment terminates;
- 22 (e) Failing to provide employees with accurate, itemized wage statements
23 containing all the information required by the California Labor Code and
24 IWC Wage Orders;
- 25 (f) Failing to indemnify employees for expenditures incurred in direct discharge
26 of duties of employment; and,
- 27 (g) Failing to timely produce requested employment records as required by the
28 California Labor Code and IWC Wage Order;

6. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff JOSE RAMIREZ is a California resident who worked for Defendants as a plumber service technician in Hayward, Alameda County, California as an hourly-paid, non-exempt employee from November 3, 2021 to June 30, 2023 when he resigned. During his tenure with Defendants, Plaintiff's primary duties were to install and service accounts within a territory assigned to him. Plaintiff is an aggrieved employee within the meaning of Labor Code section 2699(c) because he personally suffered one or more of the Labor Code violations alleged herein.

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

10. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant PIPEDREAMS VENTURES, INC. dba ALERT NAHMAN PLUMBING HEATING is, and at all times herein mentioned, was:

(a) A business entity qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Alameda County; and,

(b) The former employer of Plaintiff and the current and/or former employer of

1 the putative Class because Defendant PIPEDREAMS VENTURES, INC.
2 dba ALERT NAHMAN PLUMBING HEATING suffered and permitted
3 Plaintiff and the Class to work, and/or controlled their wages, hours, or
4 working conditions.

5 11. Plaintiff does not know the true names or capacities of the persons or entities sued
6 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
7 of the Doe Defendants was in some manner legally responsible for the damages suffered by
8 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
9 names and capacities of these Defendants when they have been ascertained, together with
10 appropriate charging allegations, as may be necessary.

11 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
12 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
13 injured a significant number of the Plaintiff and the Class in the State of California.

14 13. Plaintiff is informed and believes and thereon alleges that at all relevant times each
15 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
16 other employees described in the class definitions below, and exercised control over their wages,
17 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
18 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
19 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
20 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
21 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
22 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
23 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
24 to and within the scope of the relationships alleged above, that each Defendant knew or should
25 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
26 conduct of all other Defendants.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

14. Plaintiff worked for Defendants in Hayward, California as an hourly-paid, non-exempt employee from November 3, 2021 to June 30, 2023 when he resigned. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage or commission and classified him as non-exempt from overtime pay. Defendants initially scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day but Plaintiff regularly worked more than eight hours in a workday and more than forty (40) hours in a workweek.

15. Plaintiff and other similarly-situated current and former employees worked under Defendants' policies, practices, and procedures related to meal and rest periods, wage statements, reimbursement policies, recordkeeping, and payment of wages applicable to Plaintiff and other similarly-situated employees of Defendants in the State of California. Defendants failed to pay all wages, provide compliant meal and rest breaks, provide accurate wage statements, and reimburse for work-related expenses Plaintiff and other similarly-situated employee as a result of Defendants' unlawful policies and practices.

16. Throughout Plaintiff's employment, Defendants' on-call policies required Plaintiffs and other similarly – situated employees to remain in the assigned geographic vicinity and be available to respond by traveling to the client location immediately after being called and resolve of the client issue during the time scheduled by Defendants, without compensation for all of the standby on-call hours worked. At times, Plaintiff and the similarly-situated employees would be on stand-by and to wait for their work assignments every day for at least 3 to 4 hours. Plaintiff and other similarly-situated employees were unable to refuse to take an assignment while on stand-by. Despite being subject to Defendants' control during the stand-by/on-call time, Defendants failed to compensate Plaintiff and other similarly-situated employees to for the controlled on-call, waiting time they worked. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff and the Class worked.

17. Throughout Plaintiff's employment, Defendants had a common policy and practice of failing to pay all minimum, regular and overtime wages to Plaintiff and other similarly-situated

employees of Defendants. Defendants required Plaintiff and other similarly-situated employees to work “off-the-clock”, uncompensated, by, for example, requiring Plaintiff and other similarly-situated employees to continue working during unpaid meal periods or travel from one location to another without pay despite the time being compensable.

18. At all relevant times, Defendants failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated his employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records. As discussed below, Plaintiff’s experience working for Defendants was typical and illustrative.

19. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff and the Class with legally compliant meal periods. Defendants regularly, but not always, required Plaintiff and the Class to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Class for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class permission to take a meal period. Due to the high volume of projects assigned to Plaintiff and other similarly-situated employees by Defendants, they were regularly required to forgo, shorten, or take their lunches to timely complete all the projects assigned to them. Despite Plaintiff and other similarly-situated employees missing and/or taking late lunches, Defendants had an unlawful practice of automatically deducting 30 minutes from Plaintiff and other similarly-situated employees’ hours worked during their shifts in violation of the California wage and hour laws. Accordingly, Defendants’ policy and practice was not to provide meal periods to Plaintiff and the Class and not to pay them meal premiums for the missed, short, and/or late lunches as required under the California law.

20. Throughout the statutory period, Defendants have wrongfully failed to authorize

1 and permit Plaintiff and the Class to take legally compliant rest periods. Defendants regularly
2 required Plaintiff and the Class to work in excess of four consecutive hours a day without
3 Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest
4 period for every four hours of work (or major fraction of four hours), or without compensating
5 Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendants
6 continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging
7 them to complete as many assigned projects as possible during a workday which could not be
8 completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and
9 the Class permission to take a rest period. Accordingly, Defendants' policy and practice was to
10 not authorize and permit Plaintiff and the Class to take rest periods in compliance with California
11 law.

12 21. Throughout the statutory period, Defendants wrongfully failed to include non-
13 discretionary bonuses, commissions, incentive pay, production pay, performance pay, and/or shift
14 differentials in the calculation of Plaintiff's and the other Class Members' regular rate of pay used
15 to calculate their overtime rate for the payment of overtime wages. Plaintiff and the other Class
16 Members earned non-discretionary bonuses, commissions, incentive pay, production pay,
17 performance pay, and/or shift differentials in the same pay periods where they worked overtime
18 hours. Accordingly, Defendants failed to compensate Plaintiff and the Class for all overtime
19 compensation they were owed.

20 22. Throughout the statutory period, Defendants were required by law, but willfully
21 failed and refused to timely pay Plaintiff and the Class all wages owed for work performed,
22 including but not limited to the on-call time and/or time worked throughout the meal breaks and
23 all final wages due at their termination of employment as required by Cal. Labor Code §§
24 201 and 202. In addition, Defendants failed to pay Plaintiff his final wages within 72 hours after
25 his resignation on June 30, 2023. In addition, Plaintiff's final paychecks did not include payment
26 for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium
27 wages, and rest period premium wages owed to him by Defendants at the conclusion of his
28 employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages

1 when his employment terminated was not a single, isolated incident, but was instead consistent
2 with Defendants' policy and practice that applied to Plaintiff and the Class.

3 23. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class
4 with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly
5 rates, and all gross and net wages earned (including correct hours worked, correct wages for meal
6 periods that were not provided in accordance with California law, and correct wages for rest
7 periods that were not authorized and permitted to take in accordance with California law). As a
8 result of these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered
9 injury because, among other things:

- 10 (a) the violations led them to believe that they were not entitled to be paid
11 minimum, straight time, overtime, meal period premium, and rest period
12 premium wages, even though they were entitled;
- 13 (b) the violations led them to believe that they had been paid the minimum,
14 straight time, overtime, meal period premium, and rest period premium
15 wages, even though they had not been;
- 16 (c) the violations led them to believe they were not entitled to be paid minimum,
17 straight time, overtime, meal period premium, and rest period premium
18 wages at the correct California rate even though they were entitled;
- 19 (d) the violations led them to believe they had been paid minimum, straight time,
20 overtime, meal period premium, and rest period premium wages at the
21 correct California rate even though they had not been;
- 22 (e) the violations hindered them from determining the amounts of minimum,
23 straight time, overtime, meal period premium, and rest period premium
24 wages owed to them;
- 25 (f) in connection with their employment before and during this action, and in
26 connection with prosecuting this action, the violations caused them to have
27 to perform mathematical computations to determine the amounts of wages
28 owed to them, computations they would not have to make if the wage

1 statements contained the required accurate information;

2 (g) by understating the wages truly due to them, the violations caused them to
3 lose entitlement and/or accrual of the full amount of Social Security,
4 disability, unemployment, and other governmental benefits;

5 (h) the wage statements inaccurately understated the wages, hours, and wage
6 rates to which Plaintiff and the Class were entitled, and Plaintiff and the
7 Class were paid less than the wages and wage rates to which they were
8 entitled.

9 Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e)
10 and injunctive relief under California Labor Code § 226(h).

11 24. Throughout the statutory period, Defendants have wrongfully required Plaintiff and
12 the Class to pay expenses that they incurred in direct discharge of their duties for Defendants.
13 Plaintiff and the Class regularly paid out-of-pocket for necessary employment-related expenses,
14 including, without limitation, of work attire, usage of personal cellphone and equipment, and tools
15 Plaintiff would use his personal cellphone on daily basis to review any work-related group chat
16 postings and/or to communicate with his supervisors regarding his work-schedule and/or issues
17 pertaining to completion of his assignments. Moreover, Plaintiff purchased a drain-snake machine,
18 a tool that was necessary to complete his job duties, that Defendant failed to provide to Plaintiff or
19 otherwise reimburse him for. For example, Plaintiff spent approximately \$540 to purchase a cable
20 machine and a cable and \$300 to purchase steal toe boots which were necessary and required to
21 perform his job duties. Plaintiff's supervisors were well-aware he was purchasing tools, was
22 required to wear steal-toe boots, used his personal cell phone for work related issues and to benefit
23 Defendants, however they failed to reimburse Plaintiff for these required work-related expenses.
24 On information and belief, other similarly-situated employees were not compensated for their
25 requisite employment related expenses they incurred to benefit Defendants

26 25. Plaintiff and the Class incurred substantial expenses as a direct result of performing
27 their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these
28 employment-related expenses.

26. On August 18, 2023, Plaintiff sent requests through his counsel to Defendants for his personnel file, pay records, wage statements, timekeeping records, and other employment-related documents pursuant to Labor Code section 226 and 1198.5. However, Defendants failed to timely produce the requested employment records, in violation of Labor Code sections 226 and 1198.5. Defendants have not produced any of the requested employment records for Plaintiff as of the date of this Complaint.

CLASS ACTION ALLEGATIONS

27. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

28. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

29. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years and 178 days before the filing of the initial complaint in this action and ending when notice to the Class is sent.¹

30. At all material times, Plaintiff was a member of the Class.

31. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

32. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than forty (40) individuals who were affected by the unlawful employment practices and policies alleged

¹ In response to the COVID-19 pandemic, the Judicial Council of California adopted Emergency Rule 9(a) (California Rules of Court), whereby “statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 to October 1, 2020.”

herein and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff's claims as alleged herein are typical of the claims of each of the putative Class because Plaintiff was subjected to the same violations of his rights under California law and seeks the same types of damages, restitution, and other relief on the same theories and legal grounds as those of the members of the putative Class he seeks to represent.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration 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 the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is

1 to resolve the California Labor Code claims of many employees through a
2 class action. Indeed, current employees are often afraid to assert their rights
3 out of fear of direct or indirect retaliation. Former employees are also fearful
4 of bringing actions because they believe their former employers might
5 damage their future endeavors through negative references and/or other
6 means. Class actions provide the class members who are not named in the
7 complaint with a type of anonymity that allows for the vindication of their
8 rights at the same time as their privacy is protected.

9 33. This action involves common questions of law and fact particular to the putative
10 Class because the action focuses on Defendants' systematic course of illegal conduct with respect
11 to violating the Labor Codes and IWC Wage Orders and implementing company-wide policies
12 uniformly applied to all members of the putative Class. There are common questions of law and
13 fact as to the Class (and each subclass, if any) that predominate over questions affecting only
14 individual members, including without limitation, whether, as alleged herein, Defendants have:

- 15 (a) Failed to pay Class Members for all hours worked, including minimum,
16 straight time, and overtime wages;
- 17 (b) Failed to provide meal periods and pay meal period premium wages to Class
18 Members;
- 19 (c) Failed to authorize and permit rest periods and pay rest period premium
20 wages to Class Members;
- 21 (d) Failed to provide Class Members with timely final wages;
- 22 (e) Failed to provide Class Members with accurate wage statements;
- 23 (f) Failed to indemnify Class Members for expenditures;
- 24 (g) Failed to produce requested employment records to Class Members; and,
- 25 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
26 result of their illegal conduct as described above.

27 34. This Court should permit this action to be maintained as a class action pursuant to
28 California Code of Civil Procedure § 382 because:

- 1 (a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual members;
- 3 (b) A class action is superior to any other available method for the fair and
4 efficient adjudication of the claims of the members of the Class;
- 5 (c) The members of the Class are so numerous that it is impractical to bring all
6 members of the class before the Court;
- 7 (d) Plaintiff, and the other members of the Class, will not be able to obtain
8 effective and economic legal redress unless the action is maintained as a
9 class action;
- 10 (e) There is a community of interest in obtaining appropriate legal and equitable
11 relief for the statutory violations, and in obtaining adequate compensation
12 for the damages and injuries for which Defendants are responsible in an
13 amount sufficient to adequately compensate the members of the Class for
14 the injuries sustained;
- 15 (f) Without class certification, the prosecution of separate actions by individual
16 members of the class would create a risk of:
- 17 1) Inconsistent or varying adjudications with respect to individual
18 members of the Class which would establish incompatible standards
19 of conduct for Defendants; and/or,
- 20 2) Adjudications with respect to the individual members which would,
21 as a practical matter, be dispositive of the interests of other members
22 not parties to the adjudications, or would substantially impair or
23 impede their ability to protect their interests, including but not
24 limited to the potential for exhausting the funds available from those
25 parties who are, or may be, responsible Defendants; and,
- 26 (g) Defendants have acted or refused to act on grounds generally applicable to
27 the Class, thereby making final injunctive relief appropriate with respect to
28 the class as a whole.

35. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

36. Proof of a common business practice or factual pattern, which the named Plaintiff experienced and is representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

FIRST CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Minimum and
Straight Time Wages for All Hours Worked)**

37. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

38. “Hours worked” is the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

39. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

40. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

41. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

42. By virtue of the Defendants' unlawful failure to pay additional compensation to

1 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
2 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff
3 and the Class and which will be ascertained according to proof at trial.

4 43. By failing to keep adequate time records required by California Labor Code §
5 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
6 compensation due Plaintiff and the Class.

7 44. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to
8 recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

9 45. California Labor Code § 204 requires employers to provide employees with all
10 wages due and payable twice a month. Throughout the statute of limitations period applicable to
11 this cause of action, Plaintiff and the Class were entitled to be paid twice a month at rates required
12 by law, including minimum and straight time wages. However, during all such times, Defendants
13 systematically failed and refused to pay Plaintiff and the Class all such wages due and failed to
14 pay those wages twice a month.

15 46. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
16 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
17 Code §§ 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Pay Overtime Wages)**

20 47. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
21 1 through 25 in this Complaint.

22 48. California Labor Code § 510 provides that employees in California shall not be
23 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
24 receive additional compensation beyond their regular wages in amounts specified by law.

25 49. California Labor Code §§ 1194 and 1198 provide that employees in California shall
26 not be employed more than eight hours in any workday unless they receive additional
27 compensation beyond their regular wages in amounts specified by law. Additionally, California
28 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed

1 by the IWC is unlawful.

2 50. At all times relevant hereto, Plaintiff and the Class have worked more than eight
3 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

4 51. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
5 overtime compensation for the hours they have worked in excess of the maximum hours
6 permissible by law as required by California Labor Code §§ 510 and 1198.

7 52. By virtue of Defendants' unlawful failure to pay additional premium rate
8 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
9 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
10 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
11 according to proof at trial.

12 53. By failing to keep adequate time records required by Labor Code § 1174(d),
13 Defendants have made it difficult to calculate the full extent of overtime compensation due to
14 Plaintiff and the Class.

15 54. Plaintiff and the Class also request recovery of overtime compensation according to
16 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
17 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
18 Labor Code and/or other statutes.

19 55. California Labor Code § 204 requires employers to provide employees with all
20 wages due and payable twice a month. The Wage Orders also provide that every employer shall
21 pay to each employee, on the established payday for the period involved, overtime wages for all
22 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
23 with all compensation due, in violation of California Labor Code § 204.

24 **THIRD CAUSE OF ACTION**

25 **(Against All Defendants for Failure to Provide Meal Periods)**

26 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
27 1 through 25 in this Complaint.

28 57. Under California law, Defendants have an affirmative obligation to relieve the

1 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
2 start of Plaintiff's and the Class's sixth hour of work in a workday, and to take their second meal
3 periods no later than the start of the eleventh hour of work in the workday. California Labor Code
4 § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
5 periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
6 California Labor Code § 226.7 for an employer to require any employee to work during any meal
7 period mandated under any Wage Order.

8 58. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
9 and the Class with both meal periods as required by California law. By their failure to permit and
10 authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact that
11 Defendants made it impossible or impracticable to take these uninterrupted meal periods),
12 Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable
13 Wage Orders.

14 59. Under California law, Plaintiff and the Class are entitled to be paid one hour of
15 additional wages for each workday he or she was not provided with all required meal period(s),
16 plus interest thereon.

17 **FOURTH CAUSE OF ACTION**

18 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

19 60. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
20 1 through 25 in this Complaint.

21 61. Defendants are required by California law to authorize and permit breaks of ten
22 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
23 two hours). California Labor Code § 512, the applicable Wage Orders require that the employer
24 permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour
25 period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the
26 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
27 a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for
28 an employer to require any employee to work during any rest period mandated under any Wage

Order.

62. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

65. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

66. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

67. Defendants' failure to pay those Class members who are no longer employed by

1 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
2 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and
3 202.

4 68. California Labor Code § 203 provides that if an employer willfully fails to pay
5 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
6 a penalty wage from the due date, and at the same rate until paid or until an action is commenced;
7 but the wages shall not continue for more than thirty (30) days.

8 69. The Class is entitled to recover from Defendants their additionally accruing wages
9 for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum
10 pursuant to California Labor Code § 203.

11 70. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also
12 entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this
13 action.

14 **SIXTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Provide and Maintain** 16 **Accurate and Compliant Wage Records)**

17 71. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 25 in this Complaint.

19 72. At all material times set forth herein, California Labor Code § 226(a) provides that
20 every employer shall furnish each of his or her employees an accurate itemized wage statement in
21 writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
22 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
23 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
24 on written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
25 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
26 and the last four digits of his or her social security number or an employee identification number
27 other than a social security number, (8) the name and address of the legal entity that is the
28 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding

number of hours worked at each hourly rate by the employee.

73. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned.

74. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

75. Specifically, Plaintiff and the members of the Class have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

76. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws and regulations.

77. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

78. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

79. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 25 in this Complaint.

80. As set forth above, Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their

1 obedience to directions of Defendants.

2 81. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
3 Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the
4 discharge of their duties or of their obedience to directions of Defendants.

5 82. As a result, Plaintiff and the Class were damaged at least in the amounts of the
6 expenses they paid, or which were deducted by Defendants from their wages.

7 83. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
8 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
9 § 2802(b).

10 **EIGHTH CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Produce Requested Employment Records)**

12 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
13 1 through 25 in this Complaint.

14 85. Pursuant to California Labor Code § 226, current and former employees have the
15 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
16 request to their employer. Under this statute, an employer that receives a request to inspect or
17 receive a copy of records pertaining to a current or former employee must comply with the request
18 as soon as practicable, but no later than twenty-one (21) calendar days from the date of the request.

19 86. Pursuant to California Labor Code § 1198.5(a), every current and former employee,
20 or his or her representative, has the right to inspect and receive a copy of the personnel records that
21 the employer maintains relating to the employee's performance or to any grievance concerning the
22 employee. Under this statute, upon written request from a current or former employee or his or
23 her representative, an employer must make the contents of those personnel records available for
24 inspection or provide a copy of the personnel records to the current or former employee, or his or
25 her representative, not later than thirty (30) calendar days from the date the employer receives the
26 written request, subject to some limited exceptions. Failure to comply with these requests allows
27 for a civil penalty of seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and
28 226(f).

1 87. As set forth above, Plaintiff and the Class are current and former employees of
2 Defendants.

3 88. As set forth above, Plaintiff sent written requests through his counsel to Defendants
4 for his payroll records, timecards, and personnel records. However, Plaintiff has not received any
5 of his requested records as of the date of this Complaint.

6 89. Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely
7 produce the required records requested by Plaintiff.

8 90. On information and belief, Defendants' failure to provide Plaintiff with his
9 requested employment records is not an isolated incident but was instead consistent with
10 Defendants' policy and practice that applied to Plaintiff and the Class.

11 91. Pursuant to California Labor Code §§ 226 and 1198.5, Plaintiff and the Class are
12 entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants, injunctive relief in the
13 form of compliance with sections 226 and 1198.5, and attorneys' fees and costs.

14 **NINTH CAUSE OF ACTION**

15 **(Against All Defendants for Violation of California**

16 **Business & Professions Code §§ 17200, *et seq.*)**

17 92. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 25 in this Complaint.

19 93. Business & Professions Code § 17200 states "As used in this chapter, unfair
20 competition shall mean and include any unlawful, unfair or fraudulent business act or practice and
21 unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
22 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code."

23 94. Defendants, and each of them, are "persons" as defined under California Business
24 & Professions Code § 17201.

25 95. Defendants have engaged and continue to engage in unfair and/or unlawful business
26 practices in California in violation of California Business and Professions Code § 17200 *et seq.*,
27 by failing to pay all overtime and/or minimum wages owed, failing to provide all required meal
28 periods, failing to authorize and permit all required rest periods, failing to pay meal and rest period

1 premium wage payments, failing to furnish complete and accurate itemized wage statements,
2 and/or failing to reimburse employees for necessary reasonable business expenses incurred in the
3 discharge of their duties.

4 96. Defendants' utilization of these unfair and/or unlawful business practices deprived
5 Plaintiff and continues to deprive members of the Class of compensation to which they are legally
6 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
7 Defendants' competitors who have been and/or are currently employing workers and attempting to
8 do so in honest compliance with applicable wage and hour laws.

9 97. Moreover, Defendants' conduct, as alleged herein, has been, and continues to be,
10 unfair, unlawful, and harmful to Plaintiff, other Class Members, and the general public. Plaintiff
11 seeks to enforce important rights affecting the public interest within the meaning of Code of Civil
12 Procedure § 1021.5.

13 98. Defendants' violations of the Labor Code and the applicable Industrial Welfare
14 Commission Wage Order and their scheme to lower payroll costs as alleged herein constitute
15 unlawful business practices because these actions were done in a systematic manner over a period
16 of time to the detriment of Plaintiff and the Class. The acts complained of herein occurred within
17 the last four (4) years preceding the filing of the initial complaint.

18 99. As a result of Defendants' unfair competition as alleged herein, Plaintiff has suffered
19 injury in fact and lost money or property. Plaintiff has been deprived of the rights to wages and
20 benefits due as alleged herein.

21 100. Pursuant to California Business & Professions Code § 17203, Plaintiff is entitled to
22 seek restitution of all wages and other monies owed on behalf of himself and the represented
23 employees belonging to them, including interest thereon, which Defendants wrongfully withheld
24 from them and retained for themselves by means of its unlawful and unfair business practices.

25 101. Plaintiff is entitled to an injunction and other declaratory and equitable relief against
26 such practices to prevent future damage for which there is no adequate remedy at law, and to avoid
27 a multiplicity of lawsuits.

28 102. Plaintiff is informed and believes, and on that basis, alleges, that the illegal conduct

1 alleged herein is continuing and there is no indication that Defendants will not continue such
2 activity into the future. Plaintiff alleges that if Defendants are not enjoined from the conduct set
3 forth in this Complaint they will continue to fail to pay the wage and compensation required to be
4 paid and will fail to comply with other requirements of the California Labor Code and the
5 applicable Wage Order of the Industrial Welfare Commission.

6 103. As a direct and proximate result of Defendants' conduct, Defendants have received
7 and will continue to receive monies that rightfully belong to members of the general public who
8 have been adversely affected by Defendants' conduct, as well as to Plaintiff by virtue of unpaid
9 wages and other monies.

10 104. Plaintiff is entitled and seeks any and all available remedies including restitution
11 and recovery of reasonable attorney's fees pursuant to California Code of Civil Procedure §1021.5,
12 Business and Professions Code § 17200, et seq., the substantial benefit doctrine, and/or the
13 common fund doctrine.

14 **Failure to Pay Minimum and Straight Time Wages**

15 105. Defendants' failure to pay minimum and straight time wages, and other benefits in
16 violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by
17 California Business & Professions Code §§ 17200, *et seq.*

18 **Failure to Pay Overtime Wages**

19 106. Defendants' failure to pay overtime compensation and other benefits in violation of
20 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
21 prohibited by California Business & Professions Code §§ 17200, *et seq.*

22 **Failure to Provide Meal Periods**

23 107. Defendants' failure to provide meal periods in accordance with California Labor
24 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
25 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

26 **Failure to Authorize and Permit Rest Periods**

27 108. Defendants' failure to authorize and permit rest periods in accordance with
28 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful

1 and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

2 **Failure to Indemnify Business Expenses**

3 109. Defendants' failure to reimburse expenses incurred in accordance with California
4 Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by
5 California Business & Professions Code §§ 17200 *et seq.*

6 110. By and through their unfair, unlawful and/or fraudulent business practices described
7 herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and
8 all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of
9 valuable rights and benefits guaranteed by law, all to their detriment.

10 111. Plaintiff and the Class Members suffered monetary injury as a direct result of
11 Defendants' wrongful conduct.

12 112. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
13 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
14 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
15 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
16 the Class are not obligated to establish individual knowledge of the wrongful practices of
17 Defendants in order to recover restitution.

18 113. Plaintiff, individually, and on behalf of members of the putative class, is further
19 entitled to, and does, seek a declaration that the above-described business practices are unfair,
20 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
21 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
22 in the future.

23 114. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
24 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
25 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
26 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
27 individually, and on behalf of members of the putative Class, has suffered and will continue to
28 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to

engage in said unfair, unlawful and/or fraudulent business practices.

115. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

116. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys

General Act of 2004, Cal. Lab. Code § 2698 *et seq.*)

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

118. For purposes of the Tenth Cause of Action only, "Aggrieved Employees" means all current and former employees of Defendants in California who suffered one or more of the Labor Code violations alleged herein during the applicable statutory period.

119. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable IWC Orders.

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

121. Plaintiff has exhausted his administrative remedies pursuant to California Labor

Code § 2699.3. On January 31, 2024, he gave written notice by online filing to the Labor and Workforce Development Agency (“LWDA”) and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on January 31, 2024. Plaintiff’s PAGA case number is LWDA-CM-1008469-24 (*JOSE RAMIREZ v. PIPEDREAMS VENTURES, INC. dba ALERT NAHMAN PLUMBING HEATING*).

122. The statute of limitations is tolled while a plaintiff exhausts his administrative remedies with California’s LWDA prior to suit, which is required by the statute. (*See* Labor Code § 2699.3(d).)

123. The statute of limitations is also tolled from April 6, 2020 to October 1, 2020 pursuant to Rule 9(a) of the Emergency Rules Related to COVID-19.

124. More than sixty-five (65) days has elapsed since Plaintiff provided notice, but the LWDA has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

125. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of the State of California and similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

126. In addition, Plaintiff seeks an award of reasonable attorney’s fees and costs pursuant to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.”

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

1 Class Certification

2 1. That this action be certified as a class action with respect to the First, Second, Third,
3 Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of Action;

4 2. That Plaintiff be appointed as the representative of the Class; and,

5 3. That counsel for Plaintiff be appointed as Class Counsel.

6 As to the First Cause of Action

7 4. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all
9 minimum and straight time wages due;

10 5. For unpaid wages as may be appropriate;

11 6. For pre-judgment interest on any unpaid compensation commencing from the date
12 such amounts were due;

13 7. For liquidated damages;

14 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
15 California Labor Code § 1194(a); and,

16 9. For such other and further relief as the Court may deem equitable and appropriate.

17 As to the Second Cause of Action

18 10. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
20 overtime wages due;

21 11. For unpaid wages at overtime wage rates as may be appropriate;

22 12. For pre-judgment interest on any unpaid overtime compensation commencing from
23 the date such amounts were due;

24 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
25 California Labor Code § 1194(a); and,

26 14. For such other and further relief as the Court may deem equitable and appropriate.
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16. For unpaid meal period premium wages as may be appropriate;
17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
19. For such other and further relief as the Court may deem equitable and appropriate.

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;
21. For unpaid rest period premium wages as may be appropriate;
22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,
24. For such other and further relief as the Court may deem equitable and appropriate.

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;
26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;
27. For pre-judgment interest on any unpaid wages from the date such amounts were due;
28. For reasonable attorneys' fees and for costs of suit incurred herein; and,
29. For such other and further relief as the Court may deem equitable and appropriate.

1 As to the Sixth Cause of Action

2 30. That the Court declare, adjudge, and decree that Defendants violated the record
3 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
4 willfully failed to provide accurate itemized wage statements thereto;

5 31. For all actual damages, according to proof;

6 32. For statutory penalties pursuant to California Labor Code § 226(e);

7 33. For injunctive relief to ensure compliance with this section, pursuant to California
8 Labor Code § 226(h);

9 34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

10 35. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Seventh Cause of Action

12 36. That the Court declare, adjudge, and decree that Defendants violated California
13 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

14 37. For unpaid wages or unreimbursed business expenses as may be appropriate;

15 38. For pre-judgment interest on any unpaid compensation commencing from the date
16 such amounts were due;

17 39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

18 40. For such other and further relief as the Court may deem equitable and appropriate.

19 As to the Eighth Cause of Action

20 41. That the Court declare, adjudge, and decree that Defendants violated the records
21 producing provisions of California Labor Code §§ 226 and 1198.5 and applicable IWC Wage
22 Orders, and willfully failed to produce the required and requested documents thereto;

23 42. For all actual damages, according to proof;

24 43. For statutory penalties pursuant to the California Labor Code §§ 226 and 1198.5;

25 44. For injunctive relief to ensure compliance with this section, pursuant to California
26 Labor Code § 226(h);

27 45. For reasonable attorneys' fees and for costs of suit incurred herein; and,

28 46. For such other and further relief as the Court may deem equitable and appropriate.

47. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

As to the Tenth Cause of Action

54. An award of civil penalties pursuant to PAGA on behalf of the State of California and other aggrieved employees;

56. Attorneys' fees and costs reasonably incurred;

58. Such other and further relief that the Court deems proper.

As to all Causes of Action

59. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: April 29, 2026

WILSHIRE LAW FIRM

By: 

Thiago M. Coelho
Chumahan B. Bowen
Jesenia A. Martinez

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: April 29, 2026

WILSHIRE LAW FIRM

By: 

Thiago M. Coelho
Chumahan B. Bowen
Jesenia A. Martinez

Attorneys for Plaintiff

PROOF OF SERVICE

JOSE RAMIREZ v. PIPEDREAMS VENTURES, INC., et. al.
Alameda County Superior Court Case No.: 23CV057109

I, Nelida Meza, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is *nelida.meza@wilshirelawfirm.com*.

On April 21, 2026, I served the foregoing document(s) described as:

THIRD AMENDED CLASS ACTION AND PAGA REPRESENTATIVE ACTION COMPLAINT

on interested parties in this action as follows:

Chad T. Wishchuk (SBN 214770)
Marlene C. Nowlin (SBN 156457)
FINCH, THORNTON & BAIRD, LLP
4747 Executive Drive, Suite 700
San Diego, CA 92121
Emails: *cwishcuk@ftblaw.com*
mnowlin@ftblaw.com

Attorneys for Defendant, PIPEDREAMS VENTURES, INC. dba ALERT NAHMAN
PLUMBING HEATING

(X) **BY ELECTRONIC SERVICE** Based on an agreement of the parties to accept service by electronic transmission per Section 1010.6 of the Code of Civil Procedure, I caused the documents to be sent to the people at the electronic notification addresses listed on the service list above, by emailing a copy. Pursuant to CCP 1013 (b)(1), my electronic service address is *nelida.meza@wilshirelawfirm.com*.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on April 21, 2026, at Los Angeles, California.


Nelida Meza