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By: T. Crowther Deputy

NORTH LAW, P.C.

Hengameh S. Safaei (SBN 248048)
safaei@northlegalpc.com
12100 Wilshire Boulevard, 8th Floor
Los Angeles, California 90025
Telephone: (213) 868-3232
Facsimile: (213) 315-0162

Attorneys for Plaintiff DARIO LANDAZABAL FLOREZ,
individually and on behalf of others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DARIO LANDAZABAL FLOREZ,
individually and on behalf of all others
similarly situated,

PLAINTIFF,

v.

PAUL BARNES PAINTING, INC., a
California corporation; and DOES 1 through
50, inclusive,

DEFENDANTS.

CASE NO.: 24CV002391

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

- 1) FAILURE TO PAY OVERTIME (LABOR CODE §§ 510, 1198)
- 2) FAILURE TO PROVIDE MEAL PERIODS AND/OR PAY MEAL PERIOD PREMIUMS (LABOR CODE § 226.7, 512)
- 3) FAILURE TO AUTHORIZE AND PERMIT REST BREAKS AND/OR PAY REST BREAK PREMIUMS (LABOR CODE § 226.7)
- 4) FAILURE TO PAY MINIMUM WAGES (LABOR CODE §§ 1194, 1197, 1197.1)
- 5) FAILURE TO TIMELY PAY FINAL WAGES (LABOR CODE §§ 201-203)
- 6) FAILURE TO PROVIDE COMPLETE AND ACCURATE ITEMIZED WAGE STATEMENTS (LABOR CODE § 226)
- 7) FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES (LABOR CODE § 2800-2802)
- 8) UCL VIOLATIONS (BUS. & PROF. CODE §§ 17200-17204)
- 9) PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 – 2699.5)

DEMAND FOR JURY TRIAL

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

5 **JURISDICTION AND VENUE**

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

13 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf
14 of himself and similarly situated current and former employees of Defendants (hereinafter collectively
15 referred to as the “Class” or “Class Members,” as defined more fully in paragraph 20, below) pursuant
16 to Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceed
17 the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

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

26 4. The Court has jurisdiction over this action pursuant to the California Constitution, Article
27 VI, section 10, which grants the superior court “original jurisdiction in all other causes” except those
28 given by statute to other courts. The statutes under which this action is brought do not specify any other

1 basis for jurisdiction.

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

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

8 **PARTIES**

9 7. Plaintiff is a resident of the State of California. At all times relevant to this action,
10 Plaintiff was employed by Defendants in the County of Sacramento, State of California as an hourly,
11 non-exempt employee. During his employment, Plaintiff worked for Defendants as a full-time laborer.

12 8. Defendant PAUL BARNES PAINTING, INC. is, and at all times herein mentioned was,
13 a corporation organized and existing under the laws of the State of California, and registered to do
14 business in the State of California.

15 9. Plaintiff is informed and believes that Defendant PAUL BARNES PAINTING, INC. is
16 a painting contractor that provides services on residential projects in California.

17 10. Plaintiff is informed and believes that according to publicly released data, Defendant
18 PAUL BARNES PAINTING, INC. received at least two (2) federal Paycheck Protection Program
19 (“PPP”) loans totaling over \$1,169,000.00.¹ According to publicly released data, the full amount of
20 these loans to Defendant, including accrued interest, has been forgiven.

21 11. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and
22 therefore, sues these defendants by such fictitious names. The Doe defendants may be individuals,
23 partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times
24 mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-
25 venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting
26 within the scope, purpose, consent, knowledge, ratification and authorization of such agency,

27
28 ¹ See, <https://projects.propublica.org/coronavirus/bailouts/search?q=Paul+Barnes+Painting&v=1>

1 employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names
2 and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the
3 fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged,
4 and that Plaintiff's damages as herein alleged were proximately caused by its conduct.

5 12. Defendants PAUL BARNES PAINTING, INC. and DOES 1 thorough 50, inclusive, are
6 collectively referred to herein as "Defendants."

7 13. Defendants are and at all times herein mentioned were, (a) conducting business in the
8 County of Sacramento, State of California, and (b) the employer of Plaintiff consistent with the
9 California Labor Code and Industrial Welfare Commission ("IWC") Wage Order(s).

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

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

20 16. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
21 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
22 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to
23 the other Defendants.

24 17. Plaintiff is informed and believes, and based thereon alleges, that in perpetrating the acts
25 and omissions alleged herein, Defendants, and each of them, acted pursuant to, and in furtherance of,
26 their policies and practices of not paying Plaintiff, the Class, and the Aggrieved Employees all wages
27 earned and due, through methods and schemes which include, but are not limited to: failing to pay
28 overtime; failing to provide meal periods; failing to authorize rest breaks; failing to properly maintain

1 records; failing to provide accurate itemized statements for each pay period; failing to timely pay final
2 wages; failing to pay timely wages during employment; failure to reimburse business expenses; and
3 requiring, permitting, or suffering the employees to work off the clock, in violation of the California
4 Labor Code (“Labor Code”) and applicable IWC Wage Order(s).

5 18. Plaintiff is informed and believes, and based thereon alleges, that in accordance with
6 Labor Code section 558.1, Defendants, and any person acting on behalf of Defendants, are liable for
7 violating, or causing to violate, any provision regulating minimum wages or hours and days of work in
8 any order of the Industrial Welfare Commission, or any applicable provision of the Labor Code.

9 **CLASS ACTION ALLEGATIONS**

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

13 20. The proposed class is defined as follows: All current and former non-exempt employees
14 of any of the Defendants within the State of California at any time commencing four (4) years preceding
15 the filing of Plaintiff’s original complaint up until the time that notice of the certified class action is
16 provided to the class (hereinafter referred to as the “Class” or “Class Members”).

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

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

20 a. Numerosity: The Class Members are so numerous that joinder of all Class Members
21 is impracticable. The membership of the entire Class is unknown to Plaintiff at this
22 time; however, the Class is estimated to be over fifty (50) individuals and the identity
23 of such membership is readily ascertainable by inspection of Defendants’ employment
24 records.

25 b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein.
26 Plaintiff and the Class Members worked as hourly, non-exempt employees for
27 Defendants in California, including laborers, at Defendants’ project sites in California.
28 Plaintiff and the other similarly situated Class Members were employed by Defendants

and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's counsel, the proposed class counsel, is versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs, and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

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

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

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

- a. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class Members for all hours worked;
- b. Whether Defendants required Plaintiff and the other Class Members to work more than eight (8) hours per day and/or more than forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other Class Members;
- c. Whether Defendants deprived Plaintiff and the other Class Members of meal and/or rest periods or required Plaintiff and the other Class Members to work during meal and/or

rest periods without compensation;

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

GENERAL ALLEGATIONS

24. Plaintiff is informed and believes that Defendants are painting contractors that provide painting services on residential projects in California, including Sacramento County. Defendants

1 employed Plaintiff as a laborer from approximately June 2023 to approximately January 2024.

2 25. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the
3 Aggrieved Employees as hourly-paid or non-exempt employees.

4 26. Throughout the time period involved in this case, Defendants had the authority to hire
5 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly, or indirectly, control work
6 rules, working conditions, wages, and working hours; and to directly, or indirectly, control the terms of
7 employment of Plaintiff, the Class, and the Aggrieved Employees.

8 27. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
9 California and the applicable IWC Wage Order(s).

10 28. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in an
11 ongoing and systematic scheme of wage and hour violations against their hourly-paid or non-exempt
12 employees. As set forth in more detail below, this scheme involved, *inter alia*, requiring Plaintiff, the
13 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to pay
14 them for all hours worked, including minimum and overtime wages. On information and belief,
15 Defendants did not maintain a timekeeping system whereby employees could clock in and out for work
16 periods, meal periods, or rest periods, and maintained an unlawful rounding practice. As a result of these
17 practices, which failed to capture and compensate for all hours worked, Plaintiff, the Class, and the
18 Aggrieved Employees were deprived of all required wages including minimum and overtime wages. In
19 addition, Defendants routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take
20 timely and duty-free meal periods and rest periods in violation of California law, and failed to pay
21 associated meal and rest period premium wages. Defendants also failed to reimburse Plaintiff, the Class,
22 and the Aggrieved Employees for all necessary business-related expenses, failed to provide accurate
23 itemized wage statements for each pay period, and failed to timely pay all wages owed during and upon
24 termination of employment.

25 29. On information and belief, throughout the time period involved in this case, Defendants
26 have implemented policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved
27 Employees with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the
28 Class, and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish

1 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly failed
2 to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take their meal
3 periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved Employees from
4 taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour of work
5 and/or from taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of
6 work for shifts lasting more than ten (10) hours.

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

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

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

28 33. On information and belief, throughout the time period involved in this case, Defendants

1 did not adequately inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest
2 periods under California law. Moreover, on information and belief, Defendants systematically
3 disregarded their own written policies regarding the provision and timing of rest periods for Plaintiff,
4 the Class, and the Aggrieved Employees. Instead, Defendants' actual policy and practice was to schedule
5 Plaintiff, the Class, and the Aggrieved Employees in a way that regularly prohibited them from taking
6 timely and duty-free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved
7 Employees to work through their rest periods.

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

17 35. On information and belief, throughout the time period involved in this case, Defendants
18 failed to maintain an accurate and reliable timekeeping system whereby employees could clock in and
19 out for work periods, meal periods, or rest periods, and maintained an unlawful rounding practice. On
20 information and belief, Defendants implemented policies whereby Defendants unilaterally adjusted
21 downward the time worked by Plaintiff, the Class, and the Aggrieved Employees, resulting in a failure
22 to pay Plaintiff, the Class, and the Aggrieved Employees all wages owed.

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

26 37. On information and belief, throughout the time period involved in this case, Defendants
27 regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved
28 Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours

1 in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours
2 in a single work week. Defendants knew or should have known that Plaintiff, the Class, and the
3 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they
4 were not receiving wages for overtime compensation.

5 38. On information and belief, throughout the time period involved in this case, Defendants
6 failed to pay overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours
7 worked based on regular rates of pay correctly calculated to include all applicable remuneration.

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

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

25 41. On information and belief, throughout the time period involved in this case, Defendants
26 regularly failed to pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time
27 permissible under California law, including, *inter alia*, California Labor Code section 204. Defendants
28 knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to

1 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
2 Employees did not receive payment of all wages, including meal and rest period premiums.

3 42. On information and belief, throughout the time period involved in this case, Defendants
4 regularly failed to provide complete or accurate wage statements to Plaintiff, the Class, and the
5 Aggrieved Employees. Defendants knew or should have known that Plaintiff, the Class, and the
6 Aggrieved Employees were entitled to receive complete and accurate wage statements in accordance
7 with California law, but, in fact, they did not receive complete and accurate wage statements from
8 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours worked,
9 the actual gross wages earned, the name and address of the employer, and the correct rates of pay.

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

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

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

27 46. On information and belief, throughout the time period involved in this case, Defendants
28 knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved

1 Employees pursuant to California law. Defendants had the financial ability to pay such compensation,
2 but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class,
3 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
4 profits.

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

8 **FIRST CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

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

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

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

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

1 or in excess of eight (8) hours in a day on the seventh day of work.

2 53. During the relevant time period, Plaintiff and the other Class Members regularly worked
3 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

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

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

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

11 **SECOND CAUSE OF ACTION**

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

13 **(Against All Defendants)**

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

16 58. At all relevant times, the relevant IWC Wage Order(s) and California Labor Code
17 sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
18 Defendants.

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

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

27 61. At all relevant times, California Labor Code section 512(a) further provides that an
28 employer may not require, cause or permit an employee to work for a work period of more than ten (10)

1 hours per day without providing the employee with a second uninterrupted meal period of not less than
2 thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second
3 meal period may be waived by mutual consent of the employer and the employee only if the first meal
4 period was not waived.

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

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

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

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

18 66. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor
19 Code Sections 226.7 and 512(a).

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

24 **THIRD CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

1 69. At all times herein set forth, the applicable IWC Wage Order(s) and California Labor
2 Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by
3 Defendants.

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

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

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

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

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

23 75. Defendants' conduct violates applicable IWC Wage Order(s) and California Labor Code
24 section 226.7.

25 76. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section
26 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional
27 hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period
28 was not provided.

1 **FOURTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

9 79. During the relevant time period, Defendants regularly failed to pay minimum wage to
10 Plaintiff and the other Class Members as required pursuant to California Labor Code sections 1194,
11 1197, and 1197.1. On information and belief, Defendants have in place internal policies, practices, and
12 procedures which are aimed at reducing labor costs while demanding that a limited number of employees
13 complete projects under deadlines. In accordance with Defendants' internal policies, practices and
14 procedures aimed at reducing labor costs, despite time sensitive work demands, on information and
15 belief, during the relevant time period, Defendants have adjusted time worked by Plaintiff and other
16 Class Members such that Plaintiff and other Class Members did not get paid for all hours worked.

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

22 81. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class Members
23 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
24 interest thereon.

25 **FIFTH CAUSE OF ACTION**

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

27 **(Against All Defendants)**

28 82. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every

1 allegation set forth above.

2 83. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide
3 that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are
4 due and payable immediately, and if an employee quits his or her employment, his or her wages shall
5 become due and payable not later seventy-two (72) hours thereafter, unless the employee has given
6 seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to
7 his or her wages at the time of quitting.

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

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

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

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

24 **SIXTH CAUSE OF ACTION**

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

26 **(Against All Defendants)**

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

1 89. At all material times set forth herein, California Labor Code section 226(a) provides that
2 every employer shall furnish each of its employees an accurate itemized statement in writing showing
3 (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units
4 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions,
5 provided that all deductions made on written orders of the employee may be aggregated and shown as
6 one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
7 the name of the employee and his or her social security number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the
9 corresponding number of hours worked at each hourly rate by the employee. The deductions made from
10 payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month,
11 day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the
12 employer for at least three years at the place of employment or at a central location within the State of
13 California.

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

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

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

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

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

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1 **SEVENTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

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

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

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

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

19 **EIGHTH CAUSE OF ACTION**

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

21 **(Against All Defendants)**

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

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

28 101. Defendants' activities as alleged herein are violations of California law, and constitute

1 unlawful business acts and practices in violation of California Business & Professions Code Section
2 17200, *et seq.*

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

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

14 104. Defendants also violated California Labor Code sections 204, 226(a), 1194, 1197,
15 1197.1, 510, 1174(d), 2800, and 2802.

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

25 106. As a result of the herein described violations of California law, Defendants unlawfully
26 gained an unfair advantage over other businesses.

27 107. Plaintiff and the Class have been personally injured by Defendants’ unlawful business
28 acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or

1 property.

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

6 **NINTH CAUSE OF ACTION**

7 **(Violation of California Labor Code § 2698, *et seq.*)**

8 **(Against All Defendants)**

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

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

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

21 112. Plaintiff was employed by Defendants and the Labor Code violations alleged above were
22 committed against him during his time of employment. Plaintiff is therefore, an "aggrieved employee"
23 under PAGA.

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

26 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
27 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

28 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime compensation

1 in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*

- 2 c. Failing to provide legally compliant meal periods to Plaintiff and the Aggrieved
3 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional hour
4 of premium pay for meal period violations in violation of Labor Code §§ 226.7 and 512.
- 5 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to take
6 duty-free rest periods, and failing to pay Plaintiff and the Aggrieved Employees an
7 additional hour of premium pay for rest period violations in violation of Labor Code §§
8 226.7 and 512.
- 9 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their
10 employment in violation of Labor Code § 203.
- 11 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during
12 employment in violation of Labor Code § 204.
- 13 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
14 itemized wage statements in violation of Labor Code § 226.
- 15 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees’
16 work periods, meal periods, total daily hours, hours per pay period, total wages and
17 compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the
18 applicable IWC Wage Order(s).
- 19 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-
20 related expenses in violation of Labor Code §§ 2800 - 2802.

21 114. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually and
22 on behalf of himself and the Aggrieved Employees and the State of California, requests and is entitled
23 to recover penalties against Defendants for the Labor Code violations described above, including but
24 not limited to penalties under the applicable IWC Wage Order(s), including IWC Wage Order 16-2001,
25 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
26 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or
27 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according
28 to proof at trial.

115. Pursuant to Labor Code § 2699.3, on or about January 24, 2024, Plaintiff, through his counsel of record, gave written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, of the specific provisions of the Labor Code and IWC Wage Order(s) that Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required under Labor Code § 2699.3. To date, the LWDA has not indicated that it intends to investigate the violations discussed in the PAGA notice. Accordingly, Plaintiff has or soon will have fulfilled all administrative prerequisites to the pursuit of his PAGA claim on behalf himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

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

PRAYER FOR RELIEF

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

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Order(s) by willfully failing to pay all overtime wages due to Plaintiff and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages

1 as may be appropriate;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As to the Fourth Cause of Action

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

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

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

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

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

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

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

As to the Fifth Cause of Action

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

4 39. That the Court declare, adjudge, and decree that Defendants violated California Labor
5 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary
6 business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

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

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

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

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

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

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

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

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

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

28 ///

As to the Ninth Cause of Action

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

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

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

DATED: March 15, 2024

Respectfully submitted,

NORTH LAW, P.C.



Hengameh S. Safaei
Attorneys for Plaintiff DARIO
LANDAZABAL FLOREZ, individually
and on behalf of others similarly situated

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DATED: March 15, 2024

NORTH LAW P.C.

Rafael

Hengameh S. Safaei
Attorneys for Plaintiff DARIO
LANDAZABAL FLOREZ, individually
and on behalf of others similarly situated