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**VENTURA
SUPERIOR COURT
FILED**

MAR 29 2024

BRENDA L. McCORMICK
Executive Officer and Clerk

BY: _____, Deputy

SUSANNE LEON

Attorneys for Plaintiff, the Proposed Classes,
and the aggrieved employees

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

JUAN JOSE PINTO PEREZ, an individual,
on behalf of himself, others similarly situated,
and as a private attorney general on behalf of
the State of California,

PLAINTIFF,

v.

GOLDENWOOD TRUSS CORPORATION,
a California Corporation, and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO.: 2024CUOE019811

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

1. Failure to Pay Minimum Wages In Violation of Labor Code §§ 226.2, 1194, and 1194.2
2. Failure to Pay Overtime Wages In Violation of Labor Code § 510
3. Failure to Provide Lawful Rest Periods And Pay Rest Period Premiums Pursuant to Labor Code §§ 226.2 and 226.7
4. Violations of Labor Code § 226(e)
5. Waiting Time Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 as well as IWC Wage Order No. 16-2001 and/or other applicable wage order

1 Plaintiff JUAN JOSE PINTO PEREZ, an individual, on behalf of himself and others
2 similarly situated and as a private attorney general pursuant to Labor Code § 2698 *et seq.*,
3 complains of Defendant GOLDENWOOD TRUSS CORPORATION and the Doe Defendants
4 (“Defendants”) and each of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

- 9 (1) all individuals who were employed by Goldenwood Truss Corporation or its
10 predecessor or merged entities in California as a non-exempt employee (whether paid
11 on a piece-rate, hourly and/or a piece rate and hourly basis) or other similar position
12 for one or more pay periods from July 29, 2019 and continuing into the present
13 (“Non-Exempt Class”)¹
- 14 (2) all individuals who were employed by Goldenwood Truss Corporation as a non-
15 exempt, employee in California and who were paid on a piece-rate basis for one
16 or more pay periods from July 29, 2019 and continuing into the present; (the
17 “Piece Rate Class”)
- 18 (3) all individuals who were employed by Goldenwood Truss Corporation or its
19 predecessor or merged entities in California as a non-exempt employee (whether paid
20 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
21 and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours
22 in a week during a pay period from July 29, 2019 and continuing into the present.
23 (“Non-Exempt Overtime Subclass”);
- 24 (4) all individuals who were employed by Goldenwood Truss Corporation or its
25 predecessor or merged entities in California as a non-exempt employee who were
26 paid on a piece-rate and/or piece rate and hourly basis or other similar position and
27 who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a
28 week during a pay period from July 29, 2019 and continuing into the present. (“Piece-
Rate Overtime Subclass”);

Collectively, subclasses 3 and 4 may be referred to as the “Overtime Subclass.”

¹ Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and 25 days or from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”

1
2 (5) all individuals who were employed by Goldenwood Truss Corporation or its
3 predecessor or merged entities in California as a non-exempt employee or other
4 similar position and who were paid on a piece rate basis and who worked one or more
5 shifts of more than four (4) hours in length or major fraction thereof from July 29,
6 2019 and continuing into the present. (“Rest Period Subclass”);

7
8 (6) all individuals who were employed by Goldenwood Truss Corporation as a non-
9 exempt, employee in California and who were paid on a piece-rate basis, hourly basis
10 and/or piece-rate and hourly basis for one or more pay periods from January 23, 2023
11 and continuing into the present; (the “General Wage Statement Subclass”)

12 (7) all individuals who were employed by Goldenwood Truss Corporation as a non-
13 exempt, employee in California and who were paid on a piece-rate basis and/or piece-
14 rate and hourly basis for one or more pay periods from January 23, 2023 and
15 continuing into the present; (the “Piece-Rate Wage Statement Subclass”)

16 Collectively, subclasses 6 and 7 may be referred to as the “Wage Statement Subclass.”

17 (8) all individuals who were employed by Goldenwood Truss Corporation or its
18 predecessor or merged entities in California as a non-exempt employee or other
19 similar position and who were paid on a piece-rate and/or piece rate and hourly basis
20 and who received sick pay at any time between July 29, 2019 and continuing into the
21 present; (“Sick Pay Subclass”);

22 (9) all individuals who were employed by Goldenwood Truss Corporation or its
23 predecessor or merged entities in California as a non-exempt employee (whether paid
24 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
25 and whose employment concluded at any time between January 23, 2021 and
26 continuing into the present; (“Late Payment Subclass”);

27 Collectively, these may be referred to as the “Classes.”

28 2. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*,
on behalf of the State of California and several groups of aggrieved employees defined as
follows:

(1) all individuals who were employed by Goldenwood Truss Corporation or its
predecessor or merged entities in California as a non-exempt employee (whether paid
on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position for
one or more pay periods from January 23, 2023 and continuing into the present
 (“Goldenwood Non-Exempt Aggrieved Employees”);

- 1 (2) all individuals who were employed by Goldenwood Truss Corporation or its
2 predecessor or merged entities in California as a non-exempt employee (whether paid
3 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
4 and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours
5 in a week during a pay period from January 23, 2023 and continuing into the present.
6 (“Overtime Aggrieved Employees”);
- 7 (3) all individuals who were employed by Goldenwood Truss Corporation or its
8 predecessor or merged entities in California as a non-exempt employee (whether paid
9 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
10 who worked one or more shifts of more than four (4) hours in length or major fraction
11 thereof from January 23, 2023 and continuing into the present. (“Rest Period
12 Aggrieved Employee”);
- 13 (4) all individuals who were employed by Goldenwood Truss Corporation or its
14 predecessor or merged entities in California as a non-exempt employee (whether paid
15 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
16 and who received sick pay at any time between January 23, 2023 and continuing into
17 the present; (“Sick Pay Aggrieved Employee”);
- 18 (5) all individuals who were employed by Goldenwood Truss Corporation or its
19 predecessor or merged entities in California as a non-exempt employee (whether paid
20 on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
21 and whose employment concluded at any time between January 23, 2023 and
22 continuing into the present; (“Late Payment Aggrieved Employee”);

23 These groups may all collectively be referred to herein as aggrieved employees and/or all
24 aggrieved employees where appropriate.

25 3. Plaintiff, the Classes, and the aggrieved employees were employed by Defendant
26 Goldenwood Truss Corporation and any subsidiary, related, or affiliated companies and Does 1
27 through 50 (who include individuals acting on behalf an employer within the meaning of Labor
28 Code § 558.1) within the State of California as a non-exempt employees within four (4) years, 5
months, and twenty-five days, of the filing of the Complaint and continuing into the present.

4. Plaintiff and the other aggrieved employees also worked for Defendants in
California for at least one pay period between January 23, 2023 and continuing into the present.

5. Plaintiff is a former employee of Defendant Goldenwood Truss Corporation.
Plaintiff worked for Defendants as a non-exempt employee and was paid purely on a piece rate

1 basis for some pay periods, and based upon information and belief was paid on a piece rate and
2 hourly basis during other pay periods. For instance, the pay period of October 2, 2022 to October
3 8, 2022, Plaintiff was paid entirely on a piece rate basis.

4 6. Plaintiff and the Classes worked for Defendants as a non-exempt employee in
5 California for at least part of the time during the past four (4) years, five (5) months, and twenty-
6 five (25) days.

7 7. Plaintiff and the aggrieved employees worked for Defendants as a non-exempt
8 employee in California for at least one pay period January 23, 2023.

9 8. Plaintiff, the Classes, and the aggrieved employees worked shifts in excess of six
10 (6) hours in a day, worked shifts in excess of eight (8) hours in a day, worked shifts in excess of
11 ten (10) hours in a day, and, based upon information and belief worked a shift of twelve (12)
12 hours or more in a day since July 29, 2019 and including since January 23, 2023.

13 9. At times throughout their employment with Defendants since July 29, 2019,
14 including since January 23, 2023, Plaintiff, the Classes, and the aggrieved employees worked
15 more than forty (40) hours per week.

16 10. Defendants hire employees to work within the state of California who are covered
17 by California Industrial Welfare Commission Occupational Wage Order No. 16-2001. Based
18 upon information and belief, Defendants classified Plaintiff, the Classes, and the aggrieved
19 employees as non-exempt for the purposes of overtime and rest periods.

20 11. Plaintiff and the Wage Statement Subclass received at least one wage statement
21 from Defendants between January 23, 2023 and continuing into the present.

22 12. At times between July 29, 2019 and the present, Defendants paid Plaintiff and at
23 least some of the Class on a piece rate basis and/or hourly and piece-rate basis.

24 13. Based upon information and belief, Defendants also at times paid Plaintiff and the
25 Class on an hourly basis between July 29, 2019 and continuing into the present.

26 14. Labor Code § 1197 states the California requirement that employees must be paid
27 at least the minimum wage fixed by the Commission or by any applicable state or local law, and
28 any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles

1 “any employee receiving less than the legal minimum wage...to recover in a civil action the
2 unpaid balance of the full amount of this minimum wage.” IWC Wage Order No. 16-2001
3 obligates employers to pay each employee minimum wages for all hours worked.

4 15. Labor Code § 226.2 requires employers who compensate employees on a piece-
5 rate basis to provide separate compensation for the non-productive time associated with their rest
6 and recovery periods at a rate that is no less than the higher of: “(i) An average hourly rate
7 determined by dividing the total compensation for the workweek, exclusive of compensation for
8 rest and recovery periods and any premium compensation for overtime, by the total hours worked
9 during the workweek, exclusive of rest and recovery periods. (ii) The applicable minimum wage.”
10 Labor Code § 226.2 also obligates employers to compensate employees at least minimum wage
11 for their other non-productive time.

12 16. In addition, Labor Code § 1198 provides that “the maximum hours of work and the
13 standard conditions of labor fixed by the commission shall be the maximum hours of work and
14 the standard conditions of labor for employees. The employment of any employee for longer
15 hours than those fixed by the order or under conditions of labor prohibited by the order is
16 unlawful.”

17 17. Since July 29, 2019 and including between January 23, 2023 and the present,
18 Defendants engaged in a common policy and practice of failing to pay Plaintiff, the Classes, and
19 the aggrieved employees for their non-rest period non-productive time including, but not limited
20 to, the time associated with communicating with supervisors, daily meetings, safety briefings,
21 trainings, moving tools and equipment, reporting progress to supervisors, discussing projects and
22 assignments with other employees, engaging in required and/or expected pre-productive time and
23 post-productive time activities and on many other tasks when the employee was not actively
24 involved in construction of trusses and able to complete a square foot, unit, and/or other unit of
25 measurement.

26 18. Alternatively, Plaintiff also alleges that at times between July 29, 2019 and
27 continuing into the present, any estimates of non-productive time made by Defendants for
28 Plaintiff, the Class, and the aggrieved employees were not reasonable nor a good faith error

1 within the meaning of Labor Code section 226.2. Based upon information and belief, Defendants
2 did not record the amount of time actually worked each day by the Plaintiff, the Classes, or the
3 aggrieved employees nor the amount of time specifically associated with non-productive tasks
4 nor compensate Plaintiff, the Classes, and the aggrieved employees for all such time.

5 19. Defendants conduct in requiring Plaintiff, the Classes, and the aggrieved
6 employees to work without receiving compensation for all hours worked and/or separate
7 compensation for their non-productive time violated Labor Code §§ 226.2, 1194, 1194.2, 1197,
8 1197.1, and 1198.

9 20. Defendants were obligated to maintain accurate time records and their failure to do
10 so resulted in the underpayment of Plaintiff, the Classes, and the aggrieved employees. Since July
11 29, 2019 and including since January 23, 2023, Defendants failed to maintain accurate records of
12 the actual time worked by Plaintiff, the Classes, and the aggrieved employees—including but not
13 necessarily limited to—the amount of time spent on non-productive tasks.

14 21. Labor Code § 510 requires an employer to compensate an employee who works
15 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
16 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
17 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
18 employees at no less than twice the regular rate of pay when an employee works more than
19 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
20 In accordance with Labor Code § 1194, Plaintiff, the Classes, and the aggrieved employees could
21 not agree to work for a lesser wage.

22 22. Moreover, Labor Code § 226.2 requires employers who compensate employees on
23 a piece-rate basis to provide separate compensation for the non-productive time associated with
24 their rest and recovery periods at a rate that is no less than the higher of: “(i) An average hourly
25 rate determined by dividing the total compensation for the workweek, exclusive of compensation
26 for rest and recovery periods and any premium compensation for overtime, by the total hours
27 worked during the workweek, exclusive of rest and recovery periods. (ii) The applicable
28

1 minimum wage.” Labor Code § 226.2 also obligates employers to compensate employees at least
2 minimum wage for their other non-productive time.

3 23. In addition, Labor Code § 1197 states the California requirement that employees
4 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
5 local law, and any payment of less than the minimum wage is unlawful.

6 24. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the
7 standard conditions of labor fixed by the commission shall be the maximum hours of work and
8 the standard conditions of labor for employees. The employment of any employee for longer
9 hours than those fixed by the order or under conditions of labor prohibited by the order is
10 unlawful.”

11 25. Based upon information and belief, since July 29, 2019 and including since
12 January 23, 2023, Defendants knew at least on some occasions that they were underpaying
13 Plaintiff, the Classes, and the aggrieved employees for their non-productive time and that the
14 estimated amounts of such payments, if any, were not sufficient to cover their non-productive
15 time.

16 26. Plaintiff alleges that since July 29, 2019, and including since January 23, 2023,
17 Defendants engaged in the same and/or similar practices described above with respect to the
18 Class Members and the aggrieved employees. As a result of Defendants’ failure to include piece-
19 rate compensation when calculating the regular rate used for overtime purposes and paying
20 overtime wages, Defendants failed to pay Plaintiff, the Class, and the aggrieved employees’
21 overtime wages at one and one-half times their regular rate and instead underpaid their overtime
22 wages.

23 27. As discussed in detail above at times since July 29, 20219 and the present,
24 Defendants engaged in a common policy and practice of failing to pay Plaintiff, the Classes, and
25 the aggrieved employees for their non-rest period non-productive time including, but not limited
26 to, the time associated with communicating with supervisors, daily meetings, safety briefings,
27 trainings, moving tools and equipment, reporting progress to supervisors, discussing projects and
28 assignments with other employees, engaging in required and/or expected pre-productive time and

1 post-productive time activities and on many other tasks when the employee was not actively
2 involved in construction of trusses and/or other products and able to complete a square foot, unit,
3 and/or other unit of measurement.

4 28. Plaintiff also alleges that on the rare occasion, if any, since July 29, 2019 that
5 Defendants paid overtime wages to the Plaintiff, the Class, and the aggrieved employees that it
6 failed to include the piece rate compensation and the compensation that should have been paid
7 associated with non-productive time (including the stepped-up basis amount under Labor Code §
8 226.2 for the non-productive time associated with rest periods), non-discretionary bonuses,
9 incentive payments, and attendance bonuses when calculating and paying overtime wages.

10 29. Based upon information and belief, at times since July 29, 2019, Defendants also
11 engaged in a common policy and practice of failing to pay Plaintiff, the other Class Members, and
12 the aggrieved employees' overtime wages when they worked more than eight (8) hours in a day
13 and/or forty (40) hours in a week. As a result, Defendants often failed to provide Plaintiff, at least
14 some of the Class Members and the aggrieved employees with any compensation for overtime
15 hours whatsoever.

16 30. For the same reasons as explained in detail above, at times since July 29, 2019,
17 Defendants on occasion also failed to provide compensation for (including at the proper rate)
18 and/or misclassified doubletime hours as overtime hours or regular hours when Plaintiff, the
19 Class Members, and the aggrieved employees worked more than twelve (12) hours in a day
20 and/or more than eight (8) hours on the seventh day of work.

21 31. Alternatively, Plaintiff also alleges that at times between July 29, 2019, including
22 since January 23, 2023, to the extent that Defendant estimated the non-productive time, such
23 estimates were not reasonable nor a good faith error within the meaning of Labor Code section
24 226.2. Based upon information and belief, Defendants did not record the amount of time actually
25 worked each day by the Plaintiff, the Class Members, or aggrieved employees, nor the amount of
26 time specifically associated with non-productive tasks nor compensate Plaintiff, the Class
27 Members, or aggrieved employees for all such time. This resulted in the underpayment of
28 overtime and doubletime wages in violation of Labor Code §§ 510, 1197, and 1198.

1 32. Plaintiff alleges that at times since July 29, 2019 and including since January 23,
2 2023 that Defendants engaged in the same and/or similar practices described above with respect
3 to the Classes and the aggrieved employees. As a result of Defendants' failure to include such
4 compensation when calculating the regular rate used for overtime purposes and paying overtime
5 wages, Defendants failed to pay Plaintiff, the Classes, and the aggrieved employees all overtime
6 wages at one and one-half times their regular rate and instead underpaid their overtime wages
7 and/or doubletime wages.

8 33. Plaintiff alleges that at times since July 29, 2019 and including since January 23,
9 2023 that Defendants failed to pay Plaintiff, the Classes, and the aggrieved employees all
10 overtime wages at one and one-half times their regular rate and instead underpaid their overtime
11 wages.

12 34. Labor Code § 226.7 provides "an employer shall not require an employee to work
13 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
14 regulation, standard, or order of the Industrial Welfare Commission ("IWC"). IWC Wage Order
15 No. 16-2001 requires employers to authorize and permit all employees to take ten (10) minute
16 paid duty free rest periods for every major fraction of four hours worked. "[R]est periods must be
17 separately compensated in a piece-rate system." *Bluford v. Safeway Stores, Inc.*, 216 Cal. App.
18 4th 864, 872 (2013), *reh'g denied* (June 18, 2013), *review denied* (Aug. 28, 2013) (explaining that
19 "rest periods must be separately compensated in a piece-rate system. Rest periods are considered
20 hours worked and must be compensated.") (*citing Armenta v. Osmose, Inc.* 135 Cal.App.4th 314,
21 323 (2005)).

22 35. Following *Bluford*, the Legislature enacted Labor Code § 226.2, which requires
23 employers who compensate employees on a piece-rate basis to provide separate compensation for
24 the non-productive time associated with their rest and recovery periods at a rate that is no less
25 than the higher of: "(i) An average hourly rate determined by dividing the total compensation for
26 the workweek, exclusive of compensation for rest and recovery periods and any premium
27 compensation for overtime, by the total hours worked during the workweek, exclusive of rest and
28

recovery periods. (ii) The applicable minimum wage.” Labor Code § 226.2 also obligates employers to compensate employees at least minimum wage for their other non-productive time.

36. At times during between July 29, 2019 and the present and including since January 23, 2023, Defendants violated Labor Code §§ 226.2 and 226.7, by failing to provide Plaintiff, the other Class Members, and the aggrieved employees with paid duty-free rest periods of ten (10) minutes for every major fraction of four (4) hours worked. This includes, but is not limited to, due to Defendants common policy and practice of paying Plaintiff, at least some of the other Class Members, and the aggrieved employees using either a pure piece rate compensation system that does not provide separate compensation for rest periods, failing to pay for the non-productive time associated with rest periods, and/or failing to compensate Plaintiff, the other Class Members, and the aggrieved employees at the greater of the minimum wage rate then in effect or the heightened stepped up basis required by Labor Code § 226.2. For instance, at times during the applicable period Defendants paid Plaintiff, the other Class Members, and the aggrieved employees a flat rate based upon the number of square feet of work completed and/or other similar methods that did not include separate compensation for the non-productive time associated with rest periods. These common policies and practices were applied to Plaintiff and the Class Members, including, but not limited to those Class Members who worked in what was designated on wage statements as the “Home Department: 2 Piece worker/LID”, and the aggrieved employees:

EARNINGS		BASIS OF DESCRIPTION	HRS/UNITS	RATE THIS PERIOD (\$)	YTD HOURS	YTD (\$)
		PAY			156.00	3120.00
		Hourly			8.00	160.00
		Holiday				24285.04
		Piece Work Total		1072.32	164.00	
		Total Hours		1072.32		27565.04
		Gross Earnings				
		Total Hrs Worked				
WITHHOLDIN		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)		YTD (\$)
GS				66.48		1709.03
		Social Security		15.55		399.69
		Medicare		24.35		508.36
		Fed Income Tax	M 7			29.91
		CA Income Tax	MI1 0 7	11.80		303.24
		CA Disability				
		TOTAL		118.18		2950.23

1 37. In addition to failing to authorize and permit compliant rest periods, Plaintiff, the
2 Classes, and the aggrieved employees were not compensated with one (1) hours' worth of pay at
3 their regular rate of compensation when they were not provided with a compliant rest period
4 and/or their rest period was interrupted in accordance with Labor Code § 226.7(b). To the extent
5 an election is required and/or permitted between rest period premiums and minimum wages,
6 Plaintiff and the Class hereby elect rest period premiums.

7 38. Further, on the rare occasion if any that Defendant paid rest period premiums to
8 Plaintiff, the Class Members, and the aggrieved employees since July 29, 2019 and including
9 since January 23, 2023, Defendants improperly paid the premium at the base rate instead of at
10 their regular rate resulting in the underpayment of rest period premiums. Plaintiff contends that
11 Defendants' policies and practices as alleged above violated Labor Code § 226.7. *Ferra v. Loews*
12 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of
13 compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a)
14 and encompasses not only hourly wages, but all nondiscretionary payments for work performed
15 by the employee.").

16 39. As to Plaintiff and the Wage Statement Subclass, Defendants also failed to provide
17 accurate itemized wage statements in accordance with Labor Code § 226(a)(1, 2, 3, 5, and 9).
18 Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an
19 itemized wage statement in writing showing:

- 20 (1) gross wages earned;
21 (2) total hours worked by the employee;
22 (3) the number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece rate;
24 (4) all deductions, provided that all deductions made on written orders of the employee
25 may be aggregated and shown as one item;
26 (5) net wages earned;
27 (6) the inclusive dates of the period for which the employee is paid;
28 (7) the name of the employee and only the last four digits of his or her social security
 number or an employee identification number other than a social security number;
 (8) the name and address of the legal entity that is the employer...;
 (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...

40. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

41. The itemized wage statements issued to Plaintiff, the Wage Statement Subclass, and the aggrieved employees since January 23, 2023 and the present did not include the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code sections 226(a)(3) and 226(a)(9). This includes, but is not limited to, failing to include the total hours worked during the pay period (by failing to record hours, failing to list the correct number of hours worked, and failing in some instances to list any hours worked whatsoever), failing to include the number of piece rate units earned and any applicable piece rate (this includes, but is not limited to, only listing the total amount of piece work earned, but neither the rate nor the units).

42. Moreover, due to Defendants' failure to pay Plaintiff, the Class Members, and the aggrieved employees all minimum wages, piece rate wages, overtime wages, compensation at the stepped-up basis required by Labor Code § 226.2 for the non-productive time associated with rest

1 periods, and rest period premiums as discussed above, the wage statements issued by Defendants
2 to Plaintiff, the Wage Statement Subclass, and the aggrieved employees since January 23, 2023
3 did not indicate the correct amount of gross wages earned, the total hours worked, the net wages
4 earned, all applicable hourly rates in effect during the pay period and the corresponding number
5 of hours worked at each hourly rate, or the number of piece rate units earned and any applicable
6 piece rate. Thus, Defendants have violated Labor Code §226(a)(1), (2), (3), (5), and (9) with
7 respect to Plaintiff, the Wage Statement Subclass, and the aggrieved employees.

8 43. Nor did the itemized wage statements Defendants' issued to Plaintiff, the Wage
9 Statement Subclass, and the aggrieved employees since January 23, 2023 include the total hours
10 of other non-productive time or the rate of compensation for such time and/or in a manner that
11 would allow them to determine such information from the wage statement alone as required by
12 Labor Code §§ 226 or 226.2(a)(2).

13 44. Plaintiff and the Wage Statement Subclass also suffered legal "injury" for
14 purposes of Labor Code section 226(e) insofar as they were unable to readily and easily
15 determine from the wage statements themselves the information required to be set forth by
16 Section 226(a), the information provided by Defendants was confusing and inaccurate. In
17 addition, Plaintiff and the Wage Statement Subclass were unable to determine at all the total
18 hours worked by the employee, the gross wages earned, the net wages earned, the number of
19 piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate, and
20 all applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee for the reasons discussed above.

22 45. Defendants also knowingly and intentionally failed to pay Plaintiff and the Classes
23 minimum wages, overtime wages owed, rest periods premiums, compensation at the stepped-up
24 basis required by Labor Code § 226.2 for the non-productive time associated with rest periods
25 and to issue lawful itemized wage statements.

26 46. Labor Code §§ 201-202, an employer must provide an employee wages at the time
27 or discharge or within up to seventy-two (72) hours of their resignation. Labor Code § 203
28

1 provides “if an employer willfully fails to pay . . . any wages of an employee who is discharged or
2 who quits, the wages of the employee shall continue as a penalty. . .” for up to 30 days.

3 47. As described in detail above, Defendant willfully failed to pay the Class, the Late
4 Payment Subclass, and the aggrieved employees whose employment concluded all wages owed,
5 including but not limited to minimum wages, overtime wages, rest period premiums, and sick pay
6 within the time constraints proscribed in Labor Code §§ 201-202 at the time of their
7 termination/separation. Thus, as result of Defendants’ faulty policies described above, Plaintiff,
8 the Late Payment Class, and the aggrieved employees left their employment with Defendants
9 without being compensated for each and every hour worked at the appropriate rate in violation of
10 Labor Code §§ 201, 202, and 203.

11 48. Defendants also failed to pay Plaintiff, the Class Members, and the aggrieved
12 employees whose employment concluded any wages within the time constraints provided by
13 Labor Code §§ 201-203. This may include but is not limited to, because of Defendants’ policy
14 and practice of processing final pay checks at the same time as all employees pay checks and
15 refusal to provide checks at the time of termination and/or mailing them after advising employees
16 they have been terminated.

17 49. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
18 any employment are due and payable twice during each calendar month, on days designated in
19 advance by the employer as the regular paydays.” Defendants pay Plaintiff and all aggrieved
20 employees on a weekly basis.

21 50. Due to Defendants’ failure to pay Plaintiff and all aggrieved employees all
22 minimum wages, overtime wages, rest period premiums, and sick pay (including at the correct
23 rate and factoring in the piece rate compensation and compensation at the stepped up basis) for
24 the reasons discussed above, Defendants failed to timely pay Plaintiff and all aggrieved
25 employees all wages owed within seven (7) days of the close of the payroll period in accordance
26 with Labor Code § 204(d) on a regular and consistent basis.

27 51. Labor Code § 210 provides that “in addition to, an entirely independent and apart
28 from, any other penalty provided in this article, every person who fails to pay the wages of each

1 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
2 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
3 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
4 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of
5 the faulty compensation policies and practices described in detail above, Plaintiff and the other
6 aggrieved employees are entitled to recover penalties under Labor Code § 210 through PAGA.
7 *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008) (affirming an award of
8 Labor Code section 210 penalties under PAGA due to the employer’s failure to timely pay wages
9 at the proper rate in accordance with a local wage ordinance).

10 52. Labor Code § 1174 provides that each employer shall keep “payroll records
11 showing the hours worked daily by and the wages paid to...employees employed
12 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
13 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

14 53. As previously explained, Defendants failed to maintain records of the time
15 worked, failed to maintain accurate records of the total hours worked by employees and/or the
16 non-productive time worked by aggrieved employees on a regular and consistent basis in express
17 violation of Section 7(A)(3) of IWC Wage Order No. 16-2001 which requires employers to
18 record “when the employee begins and ends each work period.”

19 54. Due to Defendants’ regular and consistent practice of not recording all hours
20 worked, including the time associated with off-the-clock work and as described above, the time
21 records maintained by Defendants do not show the actual hours worked daily by Plaintiff and the
22 aggrieved employees. This caused Plaintiff and the other aggrieved employees time records not to
23 actually show the total hours worked daily by each of them throughout the PAGA period in
24 violation of Labor Code §§ 1174 and 1174.5.

25 55. Plaintiff filed his PAGA Notice online with the Labor Workforce Development
26 Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and
27 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*
28 As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor

Code § 2699.3(a)(2)(A), no notice was received received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to proceed with a civil action pursuant to Labor Code § 2699.

II.

JURISDICTION AND VENUE

56. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

57. This Court has personal jurisdiction over Defendant Goldenwood Truss Corporation has caused injuries in the County of Ventura and State of California through their acts, and by their violation of the California Labor Code and California law in Ventura County.

58. During the statutory period applicable to the claims at issue in this action, Defendant Goldenwood Truss Corporation's principal place of business was located at 11032 Nardo Street, Ventura, CA 93004.

59. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within Ventura County. The unlawful acts alleged herein have a direct effect on Plaintiff and the Classes within the State of California and the County of Ventura.

60. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

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III.
PARTIES

A. PLAINTIFF

61. Plaintiff JUAN JOSE PINTO PEREZ is a former employee of Defendants who worked for Defendants in Ventura County.

62. Plaintiff and the Class were regularly required to:

a. Work hours without receiving compensation and/or minimum wages for all hours worked;

b. Work overtime hours without receiving the proper amount of compensation;

c. Work without being provided lawful rest periods;

d. Work without being provided an accurate itemized wage statement that accurately indicate the gross wages earned, total hours worked by the employee, the net wages earned, as well as all applicable hourly rates in effect during the pay period, did not include the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, and the corresponding number of hours worked at each hourly rate by the employee;

e. Were deprived of wages that Defendants knew were due and owing, yet failed to pay at the time of termination and/or within 72 hours of resignation for those former employees who did not provide advance notice.

B. DEFENDANTS

63. Defendant Goldenwood Truss Corporation is a California corporation, with a current principal place of business of 11032 Nardo Street, Ventura, CA 93004. Upon information and belief, Defendant employed Plaintiff and the Classes within California and in Ventura County, including in Ventura, California. Defendant has done and does business throughout the State of California and in Ventura County.

64. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure

§ 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

65. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

IV.

CLASS ACTION ALLEGATIONS

66. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class and Subclasses composed of and defined as follows:

- (1) all individuals who were employed by Goldenwood Truss Corporation or its predecessor or merged entities in California as a non-exempt employee (whether paid on a piece-rate, hourly and/or a piece rate and hourly basis) or other similar position for one or more pay periods from July 29, 2019 and continuing into the present (“Non-Exempt Class”)²
- (2) all individuals who were employed by Goldenwood Truss Corporation as a non-exempt, employee in California and who were paid on a piece-rate basis for one or more pay periods from July 29, 2019 and continuing into the present; (the “Piece Rate Class”)
- (3) all individuals who were employed by Goldenwood Truss Corporation or its predecessor or merged entities in California as a non-exempt employee (whether paid on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position and who worked a shift of more than eight (8) hours in a day and/or forty (40) hours

² Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and 25 days or from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”

1 in a week during a pay period from July 29, 2019 and continuing into the present.
2 (“Non-Exempt Overtime Subclass”);

- 3 (4) all individuals who were employed by Goldenwood Truss Corporation or its
4 predecessor or merged entities in California as a non-exempt employee who were
5 paid on a piece-rate and/or piece rate and hourly basis or other similar position and
6 who worked a shift of more than eight (8) hours in a day and/or forty (40) hours in a
7 week during a pay period from July 29, 2019 and continuing into the present. (“Piece-
8 Rate Overtime Subclass”);

9 Collectively, subclasses 3 and 4 may be referred to as the “Overtime Subclass.”

- 10 (5) all individuals who were employed by Goldenwood Truss Corporation or its
11 predecessor or merged entities in California as a non-exempt employee or other
12 similar position and who were paid on a piece rate basis and who worked one or more
13 shifts of more than four (4) hours in length or major fraction thereof from July 29,
14 2019 and continuing into the present. (“Rest Period Subclass”);

- 15 (6) all individuals who were employed by Goldenwood Truss Corporation as a non-
16 exempt, employee in California and who were paid on a piece-rate basis, hourly basis
17 and/or piece-rate and hourly basis for one or more pay periods from January 23, 2023
18 and continuing into the present; (the “General Wage Statement Subclass”)

- 19 (7) all individuals who were employed by Goldenwood Truss Corporation as a non-
20 exempt, employee in California and who were paid on a piece-rate basis and/or piece-
21 rate and hourly basis for one or more pay periods from January 23, 2023 and
22 continuing into the present; (the “Piece-Rate Wage Statement Subclass”)

23 Collectively, subclasses 6 and 7 may be referred to as the “Wage Statement Subclass.”

- 24 (8) all individuals who were employed by Goldenwood Truss Corporation or its
25 predecessor or merged entities in California as a non-exempt employee or other
26 similar position and who were paid on a piece-rate and/or piece rate and hourly basis
27 and who received sick pay at any time between July 29, 2019 and continuing into the
28 present; (“Sick Pay Subclass”);

- (9) all individuals who were employed by Goldenwood Truss Corporation or its
predecessor or merged entities in California as a non-exempt employee (whether paid
on a piece-rate, hourly and/or piece rate and hourly basis) or other similar position
and whose employment concluded at any time between January 23, 2021 and
continuing into the present; (“Late Payment Subclass”);

1 67. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
2 amend or modify the class description with greater specificity, by division into subclasses, or by
3 limitation to particular issues.

4 68. This action has been brought and may properly be maintained as a class action
5 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
6 community of interest in the litigation and the Proposed Classes are easily ascertainable.

7 **A. Numerosity**

8 69. The potential members of the Proposed Classes as defined are each so numerous
9 that joinder of all the members of the Proposed Classes is impracticable. While the precise
10 number of proposed Class Members in each Class has not been determined at this time, Plaintiff
11 is informed and believes that Defendants currently employ, and during the relevant time periods
12 employed to be more than 50 members or more of the Proposed Class and Subclasses at any
13 given time.

14 70. Plaintiff alleges that Defendants' employment records would provide information
15 as to the number and location of all Proposed Class members. Joinder of all members of the
16 Proposed Class and Subclasses is not practicable.

17 **B. Commonality**

18 71. There are questions of law and fact common to the Proposed Classes³ that
19 predominate over any questions affecting only individual Proposed Class Members. These
20 common questions of law and fact include, without limitation:

21 a. Whether Defendants failed to pay minimum wages for all hours worked as
22 required by Labor Code §§ 226.2, 1194, 1194.2, and 1197 as well as IWC Wage Order No. 16-
23 2001 to the Classes;

24 b. Whether Defendants failed to pay wages and/or overtime compensation
25 and at the correct rate as required by Labor Code § 510 to the Classes;

26
27
28 ³ Plaintiff reserves his right to designate subclasses within the Classes including designating an Unfair Competition subclass.

1 c. Whether Defendants violated Labor Code § 226.7 and IWC No. 16-2001
2 by failing to authorize and permit Plaintiff and the Classes to take ten (10) minute paid rest
3 periods for every four hours of work or major fraction thereof, by failing to compensate the Class
4 Members for the non-productive time associated with rest periods, at the stepped up basis
5 required by Labor Code § 226.2 and by failing to compensate said employees one (1) additional
6 hour of pay at the employee's regular rate of compensation when they did not receive a lawful
7 rest periods;

8 d. Whether Defendants violated Labor Code § 226(a) and (e) by failing to
9 provide an accurate itemized wage statements that accurately indicated, the gross wages earned,
10 the net wages earned, as well as all applicable hourly rates in effect during the pay period and the
11 corresponding number of hours worked at each hourly rate, the number of piece-rate units earned
12 and any applicable piece rate if the employee is paid on a piece rate by the employee, and the
13 total hours worked to the Wage Statement Class;

14 e. Whether Defendants violated § 17200 et seq. of the Business & Professions
15 Code by engaging in the acts previously alleged against the Unfair Competition Class;

16 **C. Typicality**

17 72. The claims of Plaintiff are typical of the claims of the Proposed Class and
18 Subclasses. Plaintiff and all members of the Proposed Class and Subclasses sustained injuries
19 and damages arising out of and caused by Defendants' common course of conduct in violation of
20 laws, regulations that have the force and effect of law, and statutes as alleged herein.

21 **D. Adequacy of Representation**

22 73. Plaintiff will fairly and adequately represent and protect the interests of the
23 members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Classes is
24 competent and experienced in litigating large employment class actions, and have the financial
25 resources to litigate the claims at issue.

26 **E. Superiority of Class Action**

27 74. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Proposed Class Members is not

1 practicable, and questions of law and fact common to the Proposed Class predominate over any
2 questions affecting only individual members of the Proposed Class. Each member of the
3 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
4 policy and/or practice of failing to pay all wages due (including minimum wages and overtime
5 wages), failing to authorize and permit lawful rest periods, failing to provide compensation for
6 the non-productive time associated with rest periods (including at the stepped-up basis required
7 by Labor Code § 226.2), failing to provide accurate itemized wage statements, and failing to
8 timely pay wages after employment.

9 75. Class action treatment will allow those similarly situated persons to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
12 action that would preclude its maintenance as a class action.

13 **V.**

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§**
16 **226.2, 1194, 1194.2 AND IWC WAGE ORDER NO. 16-2001**
17 **[Against All Defendants by Plaintiff, the Non-Exempt Class, and the Piece**
18 **Rate Class]**

19 76. Plaintiff, on behalf of himself, the Non-Exempt Class, and the Piece Rate Class re-
20 alleges and incorporates by reference all previous paragraphs.

21 77. Section 1194 of the Labor Code provides, in relevant part:

22 Notwithstanding any agreement to work for a lesser wage, any employee
23 receiving less than minimum wage...applicable to the employee is entitle to
24 recover in a civil action the unpaid balance of the full amount of this
25 minimum wage ..., including interest thereon, reasonable attorney's fees,
26 and costs of suit.

27 78. Section 1194.2 of the Labor Code provides, in relevant part:

28 In any action under...Section 1194 to recover wages because of the payment
of a wage less than the minimum wage fixed by an order of the commission,
an employee shall be entitled to recover liquidated damages in an amount
equal to the wages unlawfully unpaid and interest thereon.

79. Labor Code § 226.2 requires employers who compensate employees on a piece-
rate basis to provide separate compensation for the non-productive time associated with their rest

1 and recovery periods at a rate that is no less than the higher of: “(i) An average hourly rate
2 determined by dividing the total compensation for the workweek, exclusive of compensation for
3 rest and recovery periods and any premium compensation for overtime, by the total hours worked
4 during the workweek, exclusive of rest and recovery periods. (ii) The applicable minimum wage.”
5 Labor Code § 226.2 also obligates employers to compensate employees at least minimum wage
6 for their other non-productive time.

7 80. As set forth above, since July 29, 2019 and continuing into the present, Plaintiff,
8 the Non-Exempt Class, and the Piece Rate Class were not compensated for all hours worked as a
9 result of Defendants’ policies and practices described in detail above.

10 81. In failing to pay Plaintiff, Plaintiff, the Non-Exempt Class, and the Piece Rate
11 Class for all hours worked, for the reasons described above, Defendants willfully and
12 intentionally violated Labor Code § 1194 and acted in bad faith. Accordingly, pursuant to
13 sections 1194 and 1194.2 of the California Labor Code, Plaintiff, Plaintiff, the Non-Exempt
14 Class, and the Piece Rate Class are entitled to recover, either their unpaid hourly wages due, or
15 minimum wage plus interest and/or liquidated damages in an additional amount equal to the total
16 amount of wages unlawfully withheld during the Class Period.

17 **VI.**
18 **SECOND CAUSE OF ACTION**
19 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**
20 **LABOR CODE §§ 510, 1194, and 1199**
21 **[Against All Defendants by Plaintiff, the Non-Exempt Class, the Piece Rate Class, the Non-**
22 **Exempt Overtime Subclass, and the Piece-Rate Overtime Subclass]**

23 82. Plaintiff, on behalf of himself, the Class, the Non-Exempt Class, the Piece Rate
24 Class, the Non-Exempt Overtime Subclass, and the Piece-Rate Overtime Subclass realleges and
25 incorporates by reference all previous paragraphs.

26 83. Labor Code § 510 requires an employer to compensate an employee who works
27 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
28 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
employees at no less than twice the regular rate of pay when an employee works more than

1 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
2 In accordance with Labor Code § 1194, Plaintiff, the Class, and the Overtime Subclass could not
3 agree to work for a lesser wage.

4 84. In addition, Labor Code § 1197 states the California requirement that employees
5 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
6 local law, and any payment of less than the minimum wage is unlawful.

7 85. Similarly, Labor Code § 1198 provides that “the maximum hours of work and the
8 standard conditions of labor fixed by the commission shall be the maximum hours of work and
9 the standard conditions of labor for employees. The employment of any employee for longer
10 hours than those fixed by the order or under conditions of labor prohibited by the order is
11 unlawful.”

12 86. Based upon information and belief, since July 29, 2019 and continuing into the
13 present, Defendants knew at least on some occasions that they were underpaying Plaintiff and the
14 Classes for their non-productive time and that the estimated amounts of such payments, if any,
15 were not sufficient to cover their non-productive time.

16 87. Plaintiff alleges that since July 29, 2019 and continuing into the present,
17 Defendants engaged in the same and/or similar practices described above with respect to all Class
18 Members. As a result of Defendants’ failure to include piece-rate compensation when calculating
19 the regular rate used for overtime purposes and paying overtime wages, Defendants failed to pay
20 Plaintiff and the Class’ overtime wages at one and one-half times their regular rate and instead
21 underpaid their overtime wages.

22 88. As discussed in detail above at times since July 29, 2019 and continuing into the
23 present, Defendants engaged in a common policy and practice of failing to pay Plaintiff and the
24 Classes for their non-rest period non-productive time including, but not limited to, the time
25 associated with communicating with supervisors, daily meetings, safety briefings, trainings,
26 moving tools and equipment, reporting progress to supervisors, discussing projects and
27 assignments with other employees, engaging in required and/or expected pre-productive time and
28 post-productive time activities and on many other tasks when the employee was not actively

involved in construction of trusses and/or other products and able to complete a square foot, unit, and/or other unit of measurement.

89. Plaintiff also alleges that on the rare occasion, if any, since July 29, 2019 and continuing into the present that Defendant paid overtime wages to the Plaintiff and the Class that it failed to include the piece rate compensation and the compensation that should have been paid associated with non-productive time (including the stepped-up basis amount under Labor Code § 226.2 for the non-productive time associated with rest periods), non-discretionary bonuses, incentive payments, and attendance bonuses when calculating and paying overtime wages.

90. Based upon information and belief, at times since July 29, 2019 and continuing into the present, Defendants also engaged in a common policy and practice of failing to pay Plaintiff and the other Class Members' overtime wages when they worked more than eight (8) hours in a day and/or forty (40) hours in a week. As a result, Defendants often failed to provide at least some of the Class Members with any compensation for overtime hours whatsoever.

91. For the same reasons as explained in detail above, at times since July 29, 2019 and continuing into the present, Defendants on occasion also failed to provide compensation for (including at the proper rate) and/or misclassified doubletime hours as overtime hours or regular hours when the Class Members worked more than twelve (12) hours in a day and/or more than eight (8) hours on the seventh day of work.

92. Alternatively, Plaintiff also alleges that at times since July 29, 2019 and continuing into the present to the extent that Defendant estimated the non-productive time, such estimates were not reasonable nor a good faith error within the meaning of Labor Code section 226.2. Based upon information and belief, Defendants did not record the amount of time actually worked each day by the Plaintiff or the Class Members nor the amount of time specifically associated with non-productive tasks nor compensate Plaintiff or the Class Members for all such time. This resulted in the underpayment of overtime and doubletime wages in violation of Labor Code §§ 510, 1197, and 1198.

93. Plaintiff alleges that at times since July 29, 2019 and continuing into the present that Defendants engaged in the same and/or similar practices described above with respect to the

1 Classes. As a result of Defendants' failure to include such compensation when calculating the
2 regular rate used for overtime purposes and paying overtime wages, Defendants failed to pay
3 Plaintiff and the Classes all overtime wages at one and one-half times their regular rate and
4 instead underpaid their overtime wages and/or doubletime wages.

5 94. Plaintiff alleges that since July 29, 2019 and continuing into the present that
6 Defendants failed to pay Plaintiff and the Classes all overtime wages at one and one-half times
7 their regular rate and instead underpaid their overtime wages.

8 95. Defendants conduct, as described above was willful.

9 96. As a result of the unlawful acts of Defendants, Plaintiff, the Class, the Non-
10 Exempt Class, the Piece Rate Class, the Non-Exempt Overtime Subclass, and the Piece-Rate
11 Overtime Subclass have been deprived of wages and/or overtime in amounts to be determined at
12 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
13 fees, and costs.

14 VII.

15 THIRD CAUSE OF ACTION

16 **FAILURE TO PROVIDE LAWFUL REST PERIODS AND PAY NON-COMPLIANT 17 REST PERIOD PREMIUMS PURSUANT TO LABOR CODE § 226.7 AND IWC WAGE 18 ORDER NO. 16-2001**

19 **[Against All Defendants by Plaintiff, the Non-Exempt Class, the Piece Rate Class, and the 20 Rest Period Subclass]**

21 97. Plaintiff, on behalf of himself, the Non-Exempt Class, the Piece Rate Class, and
22 the Rest Period Subclass realleges and incorporates by reference all previous paragraphs.

23 98. Plaintiff, the Non-Exempt Class, the Piece Rate Class, the Rest Period Subclass,
24 and the Rest Period Subclass, consistently worked shifts more than four (4) hours or a major
25 fraction thereof, including shifts of more than ten (10) hours in a day without receiving duty-free
26 paid rest periods and/or the proper amount of rest periods during the statutory period applicable to
27 their claims.

28 99. Labor Code § 226.7 provides "an employer shall not require an employee to work
during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
regulation, standard, or order of the Industrial Welfare Commission ("IWC"). IWC Wage Order
No. 16-2001 requires employers to authorize and permit all employees to take ten (10) minute

1 paid duty free rest periods for every major fraction of four hours worked. “[R]est periods must be
2 separately compensated in a piece-rate system.” *Bluford v. Safeway Stores, Inc.*, 216 Cal. App.
3 4th 864, 872 (2013), *reh'g denied* (June 18, 2013), *review denied* (Aug. 28, 2013) (explaining that
4 “rest periods must be separately compensated in a piece-rate system. Rest periods are considered
5 hours worked and must be compensated.”) (*citing Armenta v. Osmose, Inc.* 135 Cal.App.4th 314,
6 323 (2005)).

7 100. At times since July 29, 2019 and continuing into the present, Defendants violated
8 Labor Code §§ 226.2 and 226.7, by failing to provide Plaintiff and the other Class Members with
9 paid duty-free rest periods of ten (10) minutes for every major fraction of four (4) hours worked.
10 This includes, but is not limited to, due to Defendants; common policy and practice of paying
11 Plaintiff and the other Class Members using either a pure piece rate compensation system that
12 does not provide separate compensation for rest periods, failing to pay for the non-productive
13 time associated with rest periods, and/or failing to compensate Plaintiff and the other Class
14 Members at the greater of the minimum wage rate then in effect or the heightened stepped up
15 basis required by Labor Code § 226.2. For instance, at times during the applicable period
16 Defendants paid Plaintiff and the other Class Members a flat rate based upon the number of
17 square feet of work completed and/or other similar methods that did not include separate
18 compensation for the non-productive time associated with rest periods. These common policies
19 and practices were applied to Plaintiff and the Class Members, including, but not limited to those
20 Class Members who worked in what was designated on wage statements as the “Home
21 Department: 2 Piece worker/LID”:

EARNINGS		BASIS OF DESCRIPTION	HRS/UNITS	RATE THIS PERIOD (\$)	YTD HOURS	YTD (\$)
		PAY			156.00	3120.00
		Hourly			8.00	160.00
		Holiday		1072.32		24285.04
		Piece Work Total			164.00	
		Total Hours		1072.32		27565.04
		Gross Earnings				
		Total Hrs Worked				
WITHHOLDIN GS		DESCRIPTION	FILING STATUS	THIS PERIOD (\$)		YTD (\$)
		Social Security		66.48		1709.03
		Medicare		15.55		399.69
		Fed Income Tax	M 7	24.35		508.36
		CA Income Tax	M1 0 7			29.91
		CA Disability		11.80		303.24
		TOTAL		118.18		2950.23

D (\$)
0.00
4.81
4.81

101. In addition to failing to authorize and permit compliant rest periods, Plaintiff and the Classes were not compensated with one (1) hours' worth of pay at their regular rate of compensation when they were not provided with a compliant rest period and/or their rest period was interrupted in accordance with Labor Code § 226.7(b).

102. Further, on the rare occasion if any that Defendant paid rest period premiums to Plaintiff and the Class Members since July 29, 2019 and continuing into the present, Defendants improperly paid the premium at the base rate instead of at their regular rate resulting in the underpayment of rest period premiums. Plaintiff contends that Defendant's policies and practices as alleged above violated Labor Code § 226.7. *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a) and encompasses not only hourly wages, but all nondiscretionary payments for work performed by the employee.").

103. Pursuant to Labor Code § 226.7, Plaintiff the Non-Exempt Class, and the Rest Period Subclass are entitled to damages in an amount equal to one (1) hour of wages per non-compliant rest period, in a sum to be proven at trial.

VIII.
FOURTH CAUSE OF ACTION
VIOLATIONS OF LABOR CODE § 226(e)
[Against all Defendants on behalf of Plaintiff, the General Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass]

104. Plaintiff, on behalf of himself, the General Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass, realleges and incorporates by reference all previous paragraphs and all subsequent paragraphs.

105. From at least one (1) year prior to the filing of this action and continuing into the present, Defendants failed to provide Plaintiff, the General Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass accurate itemized wage statements in accordance with Labor Code § 226(a)(1, 2, 3, 5, and 9). Labor Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

- (1) gross wages earned;
- (2) total hours worked by the employee;
- (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece rate;

- (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;
- (5) net wages earned;
- (6) the inclusive dates of the period for which the employee is paid;
- (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number;
- (8) the name and address of the legal entity that is the employer...;
- (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...

106. Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

107. The itemized wage statements issued to Plaintiff, the General Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass since January 23, 2023 did not include the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee in violation of Labor Code sections 226(a)(3) and 226(a)(9). This includes, but is not limited to, failing to include the total hours worked during the pay period (by failing to record hours, failing to list the correct number of hours worked, and failing in some instances to list any hours worked whatsoever), failing to

1 include the number of piece rate units earned and any applicable piece rate (this includes, but is
2 not limited to, only listing the total amount of piece work earned, but neither the rate nor the
3 units).

4 108. Moreover, due to Defendants' failure to pay Plaintiff, the General Wage Statement
5 Subclass, and the Piece-Rate Wage Statement Subclass all minimum wages, piece rate wages,
6 overtime wages, compensation at the stepped-up basis required by Labor Code § 226.2 for the
7 non-productive time associated with rest periods, and rest period premiums as discussed above,
8 the wage statements issued by Defendants to Plaintiff, the General Wage Statement Subclass, and
9 the Piece-Rate Wage Statement Subclass since January 23, 2023 did not indicate the correct
10 amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly
11 rates in effect during the pay period and the corresponding number of hours worked at each
12 hourly rate, or the number of piece rate units earned and any applicable piece rate. Thus,
13 Defendants have violated Labor Code §226(a)(1), (2), (3), (5), and (9) with respect to Plaintiff the
14 General Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass.

15 109. Nor did Defendants' itemized wage statements issued to Plaintiff the General
16 Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass since January 23, 2023
17 include the total hours of other non-productive time or the rate of compensation for such time
18 and/or in a manner that would allow them to determine such information from the wage statement
19 alone as required by Labor Code §§ 226 or 226.2(a)(2).

20 110. Plaintiff, the General Wage Statement Subclass, and the Piece-Rate Wage
21 Statement Subclass also suffered legal "injury" for purposes of Labor Code section 226(e) insofar
22 as they were unable to readily and easily determine from the wage statements themselves the
23 information required to be set forth by Section 226(a), the information provided by Defendants
24 was confusing and inaccurate. In addition, Plaintiff, the General Wage Statement Subclass, and
25 the Piece-Rate Wage Statement Subclass were unable to determine at all the total hours worked
26 by the employee, the gross wages earned, the net wages earned, the number of piece-rate units
27 earned and any applicable piece rate if the employee is paid on a piece rate, and all applicable
28

1 hourly rates in effect during the pay period and the corresponding number of hours worked at
2 each hourly rate by the employee for the reasons discussed above.

3 111. Defendants also knowingly and intentionally failed to pay Plaintiff, the General
4 Wage Statement Subclass, and the Piece-Rate Wage Statement Subclass minimum wages,
5 overtime wages owed, rest periods premiums, compensation at the stepped-up basis required by
6 Labor Code § 226.2 for the non-productive time associated with rest periods and to issue lawful
7 itemized wage statements.

8 112. Based upon information and belief, Defendants also failed to both comply with
9 and create a policy that complied with Labor Code § 226 prior to the filing of this lawsuit. Labor
10 Code § 226(e)(3) provides that when determining whether or not an employer's violation of
11 Labor Code § 226(a) was knowing and intentional, "the relevant factor [is] whether the employer,
12 prior to an alleged violation, has adopted and is in compliance with a set of policies, procedures,
13 and practices that fully comply with this section." Accordingly, Defendants' conduct was
14 knowing and intentional within the meaning of Labor Code § 226(e).

15 113. An employee suffering injury as a result of a knowing and intentional failure by an
16 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
17 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
18 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
19 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
20 reasonable attorneys' fees. See Lab. Code § 226(e). Plaintiff, the General Wage Statement
21 Subclass, and the Piece-Rate Wage Statement Subclass seek penalties under Labor Code § 226(e)
22 in amounts to be determined at trial, and are entitled to recovery of such amounts, attorneys' fees,
23 and costs.

24 IX.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203 [Against all Defendants on behalf of Plaintiff and the Late Payment Subclass]

26 114. Plaintiffs on behalf of himself and the Late Payment Subclass re-alleges and
27 incorporates by reference each and every allegation set forth in the preceding paragraphs.
28

1 115. Sections 201 and 202 of the California Labor Code requires Defendants to pay all
2 compensation due and owing to former employees in the Class during the actionable period for
3 this cause of action, at or around the time that their employment is terminated.

4 116. Section 203 of the California Labor Code provides that if an employer willfully
5 fails to pay compensation promptly upon discharge or resignation, as required by Sections 201
6 and 202, then the employer is liable for penalties in the form of continued compensation up to
7 thirty (30) workdays.

8 117. As described in detail above, Defendant willfully failed to pay the Class and the
9 Late Payment Subclass whose employment concluded all wages owed, including but not limited
10 to minimum wages, overtime wages, rest period premiums, and sick pay within the time
11 constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Thus,
12 as result of Defendants' faulty policies described above, the Late Payment Class left their
13 employment with Defendants without being compensated for each and every hour worked at the
14 appropriate rate in violation of Labor Code §§ 201, 202, and 203.

15 118. Defendants also failed to pay Plaintiff and the Late Payment Subclass Members
16 whose employment concluded any wages within the time constraints provided by Labor Code §§
17 201-203. This may include but is not limited to, because of Defendants' policy and practice of
18 processing final pay checks at the same time as all employees pay checks and refusal to provide
19 checks at the time of termination and/or mailing them after advising employees they have been
20 terminated.

21 119. As a result, Defendants are liable to Plaintiff and the Late Payment Subclass
22 Members who are no longer employed by Defendants for waiting time penalties amounting to
23 thirty (30) days wages for Plaintiff and each Class Member pursuant to California Labor Code §
24 203. See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination
25 entitles an employee to recover waiting time penalties).

26 ///

27 ///

28 ///

X.
SIXTH CAUSE OF ACTION
UNFAIR COMPETITION PURSUANT TO
BUSINESS & PROFESSIONS CODE § 17200
[Against all Defendants on behalf of Plaintiff, the Non-Exempt Class, and the Piece Rate Class]

120. Plaintiff, on behalf of himself, the Non-Exempt Class, and the Piece Rate Class realleges and incorporates by reference all previous paragraphs.

121. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself, on behalf of the general public, and on behalf of the Proposed Classes, bring this claim pursuant to Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Classes. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

122. Defendants have engaged in unlawful and unfair business practices that violate fundamental public policies of the state of California. As a result of its unlawful and unfair business practices, Defendants have forced employees to work under substandard and unlawful conditions in an effort to gain a competitive advantage over law-abiding employers who comply with California’s Labor Code.

123. Defendants have violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendants have acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges guaranteed to all employees under law.

124. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200 et seq. of the Business & Professions Code.

125. Defendants, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. As such it is a violation of § 17200 et seq. of the Business & Professions Code.

126. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, the Non-Exempt Class, the Piece Rate Class, others similarly situated, other businesses, and the general public have been damaged in a sum as may be proven.

127. As part of their claims against Defendant, Plaintiffs seek not only the unpaid wages, but also the market value of the loss of the statutory protections and the cost to other employers of providing proper pay, breaks, and complying with the California Labor Code provisions identified herein. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162 (2015).

128. Unless restrained, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendants, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the Proposed Classes the money Defendants have unlawfully failed to pay.

XI.

SEVENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§ 201, 202, 203, 204, 210, 226, 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 as well as IWC Wage Order No. 16-2001 and/or Other Applicable Wage Order

[Against all Defendants on behalf of Plaintiff and the aggrieved employees]

129. Plaintiff, on behalf of the State of California, realleges and incorporates by reference all previous paragraphs.

130. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor

1 Code § 2699.3(a)(2)(A), no notice was received and/or will be received by Plaintiff from the
2 LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark
3 date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with a civil
4 action pursuant to Labor Code § 2699.

5 131. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
6 § 2698, *et seq.* because of Defendants' violations of Labor Code §§ 201, 202, 203, 204, 210, 226,
7 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 as well as IWC Wage Order
8 No. 16-2001 or other applicable Wage Order.

9 132. There is currently a split of authority regarding which PAGA penalties apply to
10 violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355
11 (2021) (holding that such violations give rise to a 2699.3 penalty) *cf.*; *Raines v. Coastal Pacific*
12 *Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to
13 a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that "[a]ny employer who violates
14 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
15 fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars
16 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
17 provide the employee a wage deduction statement or fails to keep the required in subdivision (a)
18 of Section 226." As explained in detail above, Defendants failed to provide Plaintiff and the other
19 aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it
20 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
21 2699 penalties for Defendant's violations of Labor Code § 226(a).

22 133. Labor Code § 210 provides that "in addition to, an entirely independent and apart
23 from, any other penalty provided in this article, every person who fails to pay the wages of each
24 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
25 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25% of the amount unlawfully withheld."
28

1 134. As a result of the faulty compensation policies and practices described in detail
2 above, the State of California is entitled to recover penalties under Labor Code § 210 through
3 PAGA.

4 135. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
5 causes to be violated...any provision regulating hours and days of work in any order of the
6 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
7 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
8 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
9 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
10 period for which the employee was underpaid...” Based upon the above factual allegations
11 related to overtime violations, Plaintiff and the aggrieved employees are entitled to recover civil
12 penalties under Labor Code § 558 and not any underpaid wages under PAGA. *ZB, N.A. v. Sup.*
13 *Ct. 8 Cal.5th 175 (2019).*

14 136. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
15 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
16 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
17 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
18 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
19 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
20 period for which the employee is underpaid regardless of whether the initial violation is
21 intentionally committed. As set forth above, Defendants failed to compensate Plaintiff and all
22 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
23 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover civil
24 penalties for violations of Labor Code § 1197.1.

25 137. Labor Code § 256 serves as the civil default penalty for a violation of Labor Code
26 section 203 under PAGA and provides for “a civil penalty in an amount not exceeding 30 days’
27 pay as waiting time under the terms of Section 203. *See Iskanian v. CLS Transportation Los*
28 *Angeles, LLC*, 59 Cal.4th 348, 381 (2014); *see also Esparza v. KS Industries, L.P.* 13 Cal.App.5th

1 1228, 1242 (2017) (explaining that the Labor Code § 256 penalties only exist if the employer's
2 failure to timely pay wages upon separation was willful is a "civil penalty"). To the extent
3 permitted by law Plaintiff seeks Labor Code § 2699.3 penalties at either the default amount or the
4 amount proscribed by Labor Code § 256 for Defendant's violations of Labor Code §§ 201 and
5 202.

6 138. As described in detail above, Defendants willfully failed to pay Plaintiff and other
7 aggrieved employees whose employment concluded all wages owed, including but not limited to
8 overtime wages within the time constraints proscribed in Labor Code §§ 201-202 at the time of
9 their termination/separation. Thus, as result of Defendants' faulty policies described above,
10 Plaintiff and all aggrieved employees left their employment with Defendants without being
11 compensated for each and every hour worked at the appropriate rate in violation of Labor Code
12 §§ 201, 202, 203, and 256.

13 139. Labor Code § 1174 provides that each employer shall keep "payroll records
14 showing the hours worked daily by and the wages paid to...employees employed
15 at...establishments." An employer who fails to maintain the records proscribed by Labor Code §
16 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.
17 Plaintiff, as a deputized aggrieved employee acting on behalf of the State of California, seeks
18 penalties pursuant to Labor Code § 1174.5 for Defendants' violations of Labor Code § 1174.

19 **RELIEF REQUESTED**

20 **WHEREFORE**, Plaintiff prays for the following relief:

21 1. An Order that this action may proceed and be maintained as a Class Action on
22 behalf of the Classes;

23 2. For compensatory damages in the amount of unpaid minimum wages not paid to
24 Plaintiff, each Class Member from July 29, 2019 and continuing into the present as may be
25 proven;

26 3. For compensatory damages in the amount of unpaid regular wages not paid to
27 Plaintiff, each Class Member from July 29, 2019 and continuing into the present as may be
28 proven;

1 4. For compensatory damages in the amount of unpaid overtime wages not paid to
2 Plaintiff, each Class Member from July 29, 2019 and continuing into the present as may be
3 proven;

4 5. For compensatory damages in the amount of Plaintiff and each Class Members
5 unpaid and/or underpaid rest period premiums from July 29, 2019 and continuing into the present
6 as may be proven;

7 6. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code
8 § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs
9 and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not
10 exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized
11 wage statements issued to Plaintiff, the General Wage Statement Subclass, and the Piece-Rate
12 Wage Statement Subclass from January 23, 2023 and continuing into the present as may be
13 proven;

14 7. An award to Plaintiff and the Late Payment Subclass of waiting time penalties in
15 the amount of up to 30 days' wages;

16 8. For restitution for unfair competition pursuant to Business & Professions Code
17 § 17200 to Plaintiff and the Unfair Competition Class for actions, including disgorgement of
18 profits, in an amount as may be proven;

19 9. An order enjoining Defendant and its agents, servants, and employees, and all
20 persons acting under, in concert with, or for it from providing Plaintiff and the Proposed Class
21 Members proper compensation for all hours worked, minimum wages for all hours worked,
22 overtime hours worked, rest period premiums, lawful rest periods, and sick pay;

23 10. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
24 employees because of Defendants' violation of Labor Code §§ 201, 202, 203, 204, 210, 226,
25 226.2, 226.3, 510, 558, 1174, 1174.5, 1194, 1197, 1197.1, and 1198 as well as IWC Wage Order
26 No. 16-2001 or other applicable Wage Order;

11. A declaratory judgment that Defendants' violated the Labor Code as set forth herein;

12. An award of pre-judgment and post judgment interest;

13. An award of attorneys' fees, including, but not limited to, pursuant to Labor Code §§ 226, 218.5, 2698 and Code of Civil Procedure § 1021.5; and

14. An award providing for payment of costs of suit;

15. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury for causes of action 1-5, but not claims 6 (unfair competition) or seven (PAGA) for which a bench trial is required.

DATED: March 29, 2024

WINSTON LAW GROUP, P.C.

By: David Winston
DAVID S. WINSTON
Attorneys for Plaintiff, the Proposed
Classes, and the aggrieved employees

1 (PROOF OF SERVICE)
2 [CCP 1013(a)(3)]
3 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years and not a party to the within action. My business address is 1880 Century Park East, Suite
6 511, Los Angeles, California 90067.

7 On **March 29, 2024**, I served all interested parties in this action the following documents
8 described as on the persons below as follows: **FIRST AMENDED CLASS ACTION AND**
9 **REPRESENTATIVE ACTION COMPLAINT**

10 Joshua D. Carlon, Esq.
11 Joshua.Carlon@aalrr.com
12 ATKINSON, ANDELSON, LOYA, RUUD & ROMO
13 251 S Lake Ave Ste 360
14 Pasadena, CA 91101-3018

15 Attorneys for Defendants **GOLDENWOOD TRUSS CORPORATION**

16 Assistants to be served:
17 Mary H. Polanco
18 Mary.Polanco@aalrr.com

19 [XX] (BY EMAIL OR ELECTRONIC TRANSMISSION): Pursuant Code of Civil Procedure
20 § 1010.6 and to an agreement to accept electronic service via e-mail, I caused the document
21 to be sent to the persons at the e-mail addresses listed above. I did not receive, within a
22 reasonable time after the transmission, any electronic message or other indication that the
23 transmission was unsuccessful.

24 [XX] (STATE): I declare under penalty of perjury under the laws of the State of California that
25 the above is true and correct.

26 Executed on **March 29, 2024**, at Los Angeles, California.

27
28

Brigitte Bahari