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 Superior Court of California
 County of Los Angeles
01/08/2025

David W. Slayton, Executive Officer / Clerk of Court
 By: C. Gomez Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

JEREMY MCARTHUR, individually and on
 behalf of all others of the public similarly
 situated,

Plaintiff,

v.

PACIFIC DESIGN CENTER 1, LLC, an out-of-
 state, limited liability company; PACIFIC RED,
 LLC, an out-of-state limited liability company;
 and COHEN PDC, LLC, an out-of-state limited
 liability company, and DOES 1 to 50, inclusive,

Defendants.

CLASS ACTION

Case No: 24STCV03908

**SECOND AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. **Failure to Pay Minimum Wages** [CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197 and 1197.1; 8 CAL. CODE REGS. § 11040(4)];
2. **Failure to Pay Overtime and Double Time Compensation** [CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11040(3)];
3. **Failure to Provide Meal Periods** [CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11040(11)];
4. **Failure to Provide Rest Periods** [CAL. LAB. CODE § 226.7, CAL. CODE REGS. § 11040(12)];
5. **Failure to Indemnify** [CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11040(9)(B)];
6. **Failure to Provide Accurate Itemized Wage Statements** [CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11040(7)];
7. **Waiting Time Penalties** [CAL. LAB. CODE §§ 201, 202, and 203];
8. **Unfair Competition and Unlawful Business Practices** [CAL. BUS. & PROF. CODE § 17200, *et seq.*]; and
9. **Penalties Pursuant to the Private Attorney General Act ("PAGA")** [CAL. LAB. CODE § 2699, *et seq.*].

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JEREMY MCARTHUR (“Plaintiff”), and submits this unverified
Second Amended Class Action (“SAC”) as follows:

I.

INTRODUCTION

1. Plaintiff brings this action on behalf of himself and all similarly situated individuals for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Indemnity; (6) Failure to Provide Accurate Wage Statements; (7) Failure to Pay Earned Wages Upon Separation; (8) Unfair Competition and Unlawful Business Practices; and (9) for civil penalties pursuant to the California Private Attorney General Act of 2004.

2. All allegations in this SAC are based upon information and belief except those allegations that pertain to the named Plaintiff and his counsel. Each allegation in this SAC either has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

II.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this action pursuant to section 410.10 of the California Code of Civil Procedure.

4. Venue is proper in this Court pursuant to sections 395 and 395.5 of the California Code of Civil Procedure because the facts and circumstances giving rise to this action as alleged occurred in the County of Los Angeles.

III.

THE PARTIES

A. The Plaintiff

5. Plaintiff is, and at all times mentioned herein was, an individual:

- (a) Residing in the County of San Bernardino, State of California;
- (b) Who worked for Defendants, including DOES 1 through 50, as a non-exempt employee;

- 1 (c) Who worked in excess of eight (8) hours in a workday and more than forty (40)
2 hours in a workweek, but did not receive compensation of all wages, including
3 minimum wages, overtime, and double time compensation to which he was
4 entitled;
- 5 (d) Who did not receive statutorily mandated rest or meal periods;
- 6 (e) Who was not indemnified or reimbursed all reasonable expenses incurred for
7 the benefit of Defendants;
- 8 (f) Who did not receive accurate itemized wage statements;
- 9 (g) Who was not paid all wages due upon termination; and
- 10 (h) Who is a member of the Class as defined in paragraph 13 below.

11 **B. The Defendants**

12 6. Plaintiff is informed and believes, and based upon that information and belief alleges,
13 that Defendant PACIFIC DESIGN CENTER 1, LLC is, and at all times herein mentioned was:

- 14 (a) An out-of-state limited liability company conducting business in the County of
15 Los Angeles, State of California;
- 16 (b) A former and current dual employer of Plaintiff and of the Class, as defined in
17 paragraph 13, that:
- 18 i. Failed to pay overtime and double time compensation for hours worked
19 in excess of 8 hours in a workday and/or over forty hours in a
20 workweek;
- 21 ii. Failed to provide statutorily mandated rest or meal periods;
- 22 iii. Failed to reimburse or indemnify employees for reasonable expenses;
- 23 iv. Failed to provide employees with accurate itemized wage statements;
24 and
- 25 v. Failed to pay employees all wages due upon termination of their
26 employment relationship.

27 7. Plaintiff is informed and believes, and based upon that information and belief alleges,
28 that Defendant PACIFIC, LLC is, and at all times herein mentioned was:

- 1 (a) An out-of-state limited liability company conducting business in the County of
2 Los Angeles, State of California;
- 3 (b) A former and current dual employer of Plaintiff and of the Class, as defined in
4 paragraph 13, that:
- 5 i. Failed to pay overtime and double time compensation for hours worked
6 in excess of 8 hours in a workday and/or over forty hours in a
7 workweek;
- 8 ii. Failed to provide statutorily mandated rest or meal periods;
- 9 iii. Failed to reimburse or indemnify employees for reasonable expenses;
- 10 iv. Failed to provide employees with accurate itemized wage statements;
11 and
- 12 v. Failed to pay employees all wages due upon termination of their
13 employment relationship.

14 8. Plaintiff is informed and believes, and based upon that information and belief alleges,
15 that Defendant COHEN PDC, LLC is, and at all times herein mentioned was:

- 16 (a) An out-of-state limited liability company conducting business in the County of
17 Los Angeles, State of California;
- 18 (b) A former and current dual employer of Plaintiff and of the Class, as defined in
19 paragraph 13, that:
- 20 i. Failed to pay overtime and double time compensation for hours worked
21 in excess of 8 hours in a workday and/or over forty hours in a
22 workweek;
- 23 ii. Failed to provide statutorily mandated rest or meal periods;
- 24 iii. Failed to reimburse or indemnify employees for reasonable expenses;
- 25 iv. Failed to provide employees with accurate itemized wage statements;
26 and
- 27 v. Failed to pay employees all wages due upon termination of their
28 employment relationship.

9. The true names and capacities, whether individual, corporate, partnership, associate, or otherwise of defendants DOES 1 through 50, inclusive, are unknown to Plaintiff who therefore sues these Defendants by such fictitious names pursuant to section 474 of the California Code of Civil Procedure. Plaintiff will seek leave to amend the SAC to allege that the Defendants named herein, including DOES 1 through 50, inclusive, are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

10. All Defendants, including DOES 1 through 50, are “employers” as defined by the Industrial Welfare Commission because they satisfy one or more of the following three disjunctive elements: “(a) to exercise control over the wages, hours or working conditions, or (b) to suffer or permit to work, or (c) to engage, thereby creating a common law employment relationship.” See *Martinez v. Combs* (2010) 49 Cal.4th 35, 64; see also, INDUSTRIAL WAGE ORDER No. 4, paragraph (2), subparagraphs (E), (F), and (H), (codified under 8 CAL. CODE REGS. §§ 11040(2), (E), (F), and (H)).

11. To the extent that any of the DOES 1 through 50 are natural persons who are an owner, director, officer, or managing agent of any of the Defendants named herein, section 558.1(a) of the California Labor Code provides that:

Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

12. All named Defendants, including DOES 1 through 50, inclusive are collectively referred to herein as the “Defendants.”

IV.

CLASS ALLEGATIONS

13. The members of the Class consist of:

All current and former non-exempt employees who work or worked for Pacific Red, LLC, Pacific Design Center 1, LLC, and/or Cohen PDC LLC during the time-period of February 15, 2020, to the Present.

14. The persons who comprise the Class are so numerous that joinder of all such persons is impracticable, and the disposition of their claims will benefit the parties and the Court. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to represent. Plaintiff will fairly and

1 adequately protect the interests of the Class that he seeks to represent. Plaintiff does not have any
2 interests that are antagonistic to the Class that he seeks to represent. Counsel for Plaintiff is
3 experienced, qualified, and generally able to conduct complex class action litigation.

4 15. The Court should permit this action to be maintained as a class action pursuant to
5 section 382 of the California Code of Civil Procedure because:

- 6 (a) The questions of law and fact common to the Class predominate over any
7 question affecting only individual members;
- 8 (b) A class action is superior to any other available method for the fair and efficient
9 adjudication of the claims of the members of the Class;
- 10 (c) The members of the Class are so numerous that it is impractical to bring all
11 members of the Class before the Court;
- 12 (d) Plaintiff and the other Class members will not be able to obtain effective and
13 economic legal redress unless this action is maintained as a class action;
- 14 (e) There is a community of interest in obtaining appropriate legal and equitable
15 relief for the legal and statutory violations and other improprieties and in
16 obtaining adequate compensation for the damages and injuries that Defendant's
17 actions have inflicted upon the Class;
- 18 (f) There is a community of interest in ensuring that the combined assets and
19 available insurance of Defendants are sufficient to adequately compensate the
20 members of the Class for injuries sustained;
- 21 (g) Without class certification, the prosecution of separate actions by individual
22 members of the Class for the injuries sustained; would create a risk of (i)
23 inconsistent or varying adjudications with respect to individual members of the
24 Class which would establish incompatible standards of conduct for Defendants,
25 and/or (2) Adjudications with respect to the individual members of the Class
26 which would, as a practical matter, be dispositive of the interests of other
27 members not parties to the adjudications or would substantially impair or
28 impede their ability to protect their interests, due to factors including but not

1 limited to the potential exhaustion of funds available from the parties who are,
2 or may be, responsible for compensation;

3 (h) Defendants have acted or refused to act on grounds generally applicable to the
4 Class, thereby making final injunctive relief appropriate with respect to the
5 Class as a whole.

6 **V.**

7 **FACTUAL ALLEGATIONS**

8 16. Within four years preceding the initiation of this Action and ongoing, Plaintiff and
9 members of the Class were and/or are currently employed by Defendants as non-exempt employees.

10 17. Defendants own and/or operate a 1.6 million square-foot, multi-use facility in West
11 Hollywood, California (which consists of the “Green Building,” the “Red Building,” and the “Blue
12 Building”) that serves as a hub for professionals in interior design and the architecture industry, which
13 is a key destination for the design community and the general public to view exhibitions, lectures, and
14 meetings related to the arts.

15 18. While job classifications and duties may vary among non-exempt employees, such as
16 “Chief Engineers,” “Chief Operating Engineers,” “Assistant Chief Engineers,” “Certified One Man
17 Plants,” “Non-Certified One Man Plants,” “Lead Engineers,” “Certified Engineers,” “Non-Certified
18 Engineers,” “Engineers,” “Maintenance Attendants,” “Security Personnel,” “Janitorial Personnel” and
19 in-house restaurant, café, and fitness center staff members, Plaintiff alleges that Defendants’ policies,
20 procedures, and/or practices were uniformly enforced against *all* non-exempt employees.

21 19. Plaintiff is informed and believes, and thereupon alleges, that it is Defendants’ common
22 policy, procedure, and/or business practice to require *all* non-exempt employees, irrespective of job
23 classification or job duties, to work during their meal and rest breaks. It is also Defendants’ common
24 policy, practice, and/or procedure to require on-duty meal breaks in the absence of an on-duty meal
25 break agreements.

26 20. Plaintiff further alleged that Defendants has a policy, procedure, and/or practice to
27 require non-exempt employees to carry a radio at all times, and thus, they are never relieved of their
28 respective duties during breaks.

21. Based on the foregoing, Plaintiff is informed and believes, and thereupon alleges, that Defendants required him and members of the Class to work shifts exceeding eight (8) hours a day and/or forty (40) hours a week but failed to compensate them with overtime and/or double-time compensation for all time worked in excess of eight (8) hours in a workday and/or forty (40) hours in any given workweek.

22. In addition, for each occurrence of these rest and meal period violations, Defendants failed to pay Plaintiff and members of the Class an hour premium payment at their regular rate of pay.

23. Plaintiff also informed and believes, and thereupon alleges, that it was and is Defendants' common policy and practice to require its employees, including Plaintiff and members of the Class, to use their own tools and equipment. Defendants, however, failed to reimburse or indemnify Plaintiffs or members of the Class for using their personal property for the benefit of Defendants' business operations.

24. Due to Defendants' failure to properly pay its employees for all hours worked, including overtime compensation, double time compensation, and meal and rest break premiums, as a derivative result Plaintiff and members of the Class were not provided with accurate itemized wage statements, nor were they paid all wages due upon termination.

25. In addition, because Plaintiff and members of the Class were not compensated for all hours worked, their paychecks did not, and do not, accurately or correctly reflect all hours worked or the corresponding rates of pay.

VI.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

26. On January 22, 2024, Plaintiff electronically submitted written notice to the California Labor and Workforce Development Agency (the “LWDA” or “Agency”), pursuant to the California Private Attorney General Act of 2004 (“PAGA”), setting forth his contentions and claims on behalf of himself and on behalf of all those similarly situated. Copies of this letter were also mailed to Defendants, on January 22, 2024, via certified mail.

27. The LWDA has failed to respond within 65 days thereby exhausting Plaintiff's administrative remedies.

1 **VII.**

2 **FIRST CAUSE OF ACTION**

3 **Failure to Pay Minimum Wages**

4 **[CAL. LAB. CODE §§ 1182, 1182.12, 1194, 1194.2, 1197, and 1197.1; 8 CAL. CODE REGS. § 11040(4)]**

5 **(By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)**

6 28. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
7 of the preceding paragraphs in this SAC as fully set forth herein by reference.

8 29. California law requires the state minimum wage to be at least equal to the federal
9 minimum wage. CAL. LAB. CODE § 1182(b).

10 30. Notwithstanding section 1182(b) of the California Labor Code, the minimum wage may
11 be fixed by applicable state or local law and the payment of a lower wage than the minimum so fixed
12 is unlawful. CAL. LAB. CODE § 1197.

13 31. On April 4, 2016, Govern Jerry Brown signed into legislation Senate Bill 3 “SB 3”
14 adopting a six-step increase to the state minimum wage. Relevant here,

15 For any employer who employees 26 or more employees, and minimum wage shall be
16 as follows: [¶]

17 ****

18 (D) From January 1, 2020, to December 31, 2020, inclusive,-thirteen dollars (\$13) per
19 hour. [¶]

20 (E) From January 1, 2021, to December 31, 2021, inclusive,-fourteen dollars (\$14) per
21 hour. [¶]

(F) From January 1, 2022, and until adjusted by subdivision (c)-fifteen dollars (\$15) per
hour.

22 CAL. LAB. CODE § 1182.12(b)(1)(D)-(F), *et seq.*; *see also*, 8 CAL. CODE REGS. § 11040(4)(A)(2).

23 32. One of the protections outlined SB 3 involves an annual review of the United States
24 Consumer Price Index for Urban Wage Earners and Clerical Workers (U.S. CPI-W) by the
25 Department of Finance. CAL. LAB. CODE § 1182.12(d), *et seq.*

26 33. In July 2022, the Department of Finance found that the inflation rate had increased by
27 7.9%, which required an increase in the minimum wage by 3.5%, resulting in the \$15.50 minimum
28 hourly rate effective January 1, 2023. 8 CAL. CODE REGS. § 11040(4)(A)(1)(b).

34. In July 2023, the Department of Finance found that the inflation rate had increased by 6.16% percent for the period from July 1, 2022, to June 30, 2023, compared to the prior 12-month period, which required an increase in the minimum wage by 3.5%, resulting in the \$16.00 minimum hourly rate effective January 1, 2024. 8 CAL. CODE REGS. § 11040(4)(A)(1)(a).

35. Plaintiffs are informed and believe, and thereupon allege, that from February 15, 2020, and ongoing, Defendants, including DOES 1 through 50, both individually and in the aggregate, employed 26 or more employees, including Plaintiffs and members of the Class.

36. Plaintiffs and members of the Class were not compensated for all hours worked, as alleged herein. By virtue of Defendants' unlawful failure to pay Plaintiffs or members of the Class their respective and applicable minimum wages, Plaintiffs and members of the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court, and which will be ascertained according to proof at trial.

37. By virtue of Defendants' unlawful failure to pay Plaintiffs and members of the Class their respective and applicable minimum wages, Plaintiffs and members of the Class are entitled to recover the unpaid balance of the full amounts of minimum wages as applicable, including interest thereon, reasonable attorneys' fees, and costs of suit. CAL. LAB. CODE §§ 218.5 and 1194.

38. In addition, Plaintiffs and members of the Class are “entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” CAL. LAB. CODE § 1194.2.

VIII.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages and Double Time Compensation

[CAL. LAB. CODE §§ 510, 1194, 1198; 8 CAL. CODE REGS. § 11040(3)]

(By Plaintiff and Putative Class as Against all Defendants, including DOES 1 through 50)

39. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

40. CAL. LAB. CODE §§ 510, 1194, and 1198 and INDUSTRIAL WAGE ORDER No. 4-2001(3)(A)(1)(a), which is codified under 8 CAL. CODE REGS. § 11040(3)(A)(1)(a), as amended,

1 provide that employees in California shall not be employed more than eight (8) hours in any workday
2 or more than forty (40) hours in any workweek, unless they receive additional compensation beyond
3 their regular wages in amounts specified by law. In addition, an employer must pay double the
4 employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday,
5 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a
6 workweek. 8 CAL. LAB. CODE § 11040(3)(A)(1)(b).

7 41. CAL. LAB. CODE § 1194 provides that an employee who has not been paid overtime
8 compensation as required by section 1198 may recover the unpaid balance of the full amount of such
9 overtime compensation, together with costs of suit, penalties, interest thereon, and attorneys' fees in a
10 civil action.

11 42. Plaintiffs and members of the Class were not compensated for all hours worked. As a
12 result, Plaintiff and members of the Class worked more than eight (8) hours in a workday, and/or more
13 than forty (40) hours in a workweek as non-exempt employees of Defendants, including DOES 1
14 through 50, without receiving overtime or double time compensation.

15 43. At all times relevant hereto, Defendants, including DOES 1 through 50, failed to pay
16 Plaintiff or members of the Class overtime and double time compensation for the hours he worked in
17 excess of the maximum hours permissible by law as required by 8 CAL. CODE REGS. § 11040 and CAL.
18 LAB. CODE §§ 510, 1194, and 1198.

19 44. At no time relevant hereto were Plaintiff or members of the Class exempt from any
20 wage and hour provision under California law, including without limitation, any statute, rule, or
21 regulation governing the payment of overtime compensation.

22 45. By virtue of Defendants' unlawful failure to pay additional compensation to the
23 Plaintiff and the Class for their overtime hours, they have suffered, and will continue to suffer,
24 damages in the form of unpaid overtime and double time compensation subject to proof.

25 46. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and
26 reasonable attorney's fees and costs pursuant to CAL. LAB. CODE §§ 128.5, 218.6, 1194, CAL. CODE
27 CIV. PROC. § 1032, and CAL. CIVIL CODE § 3289, *et. seq.*

IX.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

[CAL. LAB. CODE §§ 226.7, 512; 8 CAL. CODE REGS. § 11040(11)]

(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

47. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

48. CAL. LAB. CODE § 512(a) provides that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than 30 minutes. An employee who works no more than six (6) hours may waive the meal period by mutual consent.

49. INDUSTRIAL WAGE ORDER No. 4-2001 (11)(A), which is codified under 8 CAL. CODE REGS. § 11040(10)(A), states that an employer must relieve the employee of all work-related duties during meal breaks; otherwise, the employee will be considered to be “on duty,” which constitutes compensable time.

50. In addition, CAL. LAB. CODE § 226.7 provides, in relevant part, as follows:

(b) An employer shall not require an employee to work during a meal... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission....

(c) If an employer fails to provide an employee a meal... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission[...], the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal... period is not provided.

51. For every instance where an employer fails to provide an employee with an uninterrupted meal period in accordance with INDUSTRIAL WAGE ORDER No. 4(11)(A), the employer shall pay the employee one hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. 8 CAL. CODE REGS. § 11040(11)(B); *see also*, CAL. LAB. CODE § 226.7(c).

52. At all relevant times hereto, Plaintiff and members of the Class regularly worked more than five-hour increments; however, at all times relevant hereto, Defendants, including DOES 1

1 through 50, failed to provide uninterrupted meal periods to Plaintiff and members of the Class as
2 required by CAL. LAB. CODE §§ 226.7, 512 and 8 CAL. CODE REGS. § 11040(11), as further alleged
3 herein.

4 53. By virtue of requiring Plaintiff and the Class to work through meal periods free from
5 work duties, Defendants have intentionally and improperly denied statutorily mandated meal periods
6 in violation of CAL. LAB. CODE §§ 226.7, 512, and 8 CAL. CODE REGS. § 11040(11). Plaintiff and the
7 Class have suffered, and will continue to suffer, damages in the form of unpaid meal break premium
8 payments in an amount according to proof, along with interest pursuant to section 3287 of the
9 California Civil Code.

10 54. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7%
11 pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et. seq.*

12 X.

13 **FOURTH CAUSE OF ACTION**

14 **Failure to Provide Rest Periods**

15 **[CAL. LAB. CODE § 226.7; 8 CAL. CODE REGS. § 11040(12)]**

16 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

17 55. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
18 of the preceding paragraphs in this SAC as fully set forth herein by reference.

19 56. CAL. LAB. CODE § 226.7 provides in relevant part, as follows:

20 (b) An employer shall not require an employee to work during a... rest... period
21 mandated pursuant to an applicable statute, or applicable regulation, standard, or order
of the Industrial Welfare Commission....

22 ***

23 (d) A rest... period mandated pursuant to a state law, including, but not limited to, an
24 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
Commission[.]..., shall be counted as hours worked, for which there shall be no
deduction from wages.

25 57. The California Labor Code also states, in relevant part:

26 If an employer fails to provide an employee a... rest... period in accordance with a
27 state law, including, but not limited to, an applicable statute or applicable regulation,
28 standard, or order of the Industrial Welfare Commission[.]..., the employer shall pay the
employee one additional hour of pay at the employee's regular rate of compensation for
each workday that the... rest... period is not provided.

1 CAL. LAB. CODE § 227.7(c).

2 58. INDUSTRIAL WAGE ORDER No. 4-2001 (12)(A), which is codified under 8 CAL. CODE
3 REGS. § 11040(12)(A), requires employers to provide rest breaks that shall be counted as hours
4 worked for which there shall be no deduction of wages.

5 59. 8 CAL. CODE REGS. § 11040(12)(A), also requires that an employer provide its
6 employees with a 10-minute rest break for every four-hour increment of time worked, or major
7 fraction thereof. *See also, Brinker Restaurant Corp. v. Sup. Ct.* (2012) 53 Cal. 4th 1004, 1029
8 (“Employees are entitled to 10 minute rests for shifts from three and one-half to six hours in length, 20
9 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours
10 up to 14 hours, and so on.”).

11 60. CAL. LAB. CODE § 226.7 and 8 CAL. CODE REGS. § 11040(12)(B), further require that
12 for every workday in which it fails to provide a rest period during any four-hour increment, the
13 employer must pay the employee premium wages at a rate of an hour’s pay at the employee’s regular
14 rate of pay.

15 61. Plaintiff and members of the Class regularly worked four-hour increments and were not
16 provided with statutorily mandated rest breaks during their shifts.

17 62. By virtue of Defendants’ unlawful failure to authorize, permit, and provide rest periods
18 as required by law, Plaintiff and members of the Class have suffered, and will continue to suffer,
19 damages in the form of unpaid rest break premium payments in an amount according to proof, along
20 with interest pursuant to section 3287 of the California Civil Code.

21 63. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 7%
22 pursuant to CAL. CONST., ART. XV, § 1, and costs pursuant to CAL. CIVIL CODE § 1032, *et seq.*

23 **XI.**

24 **FIFTH CAUSE OF ACTION**

25 **Failure to Indemnify**

26 **[CAL. LAB. CODE § 2802; 8 CAL. CODE REGS. § 11040(9)(B)]**

27 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

28 64. Plaintiff re-alleges and incorporates herein each and every allegation contained in each

of the preceding paragraphs in this SAC as fully set forth herein by reference.

65. INDUSTRIAL WAGE ORDER No. 4-2001, which is codified under 8 CAL. CODE REGS. § 11040, as amended, states in relevant part: “[w]hen tools or equipment or are necessary for the performance of a job, such tools and equipment shall be provided and maintained by the employer...” 8 CAL. CODE REGS. § 11040(9)(B).

66. Section 2802(a) of the California Labor Code provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer....”

67. In addition:

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. § 2802(b). Under this section the term “necessary expenditures or losses” includes attorneys’ fees.

Id. § 2802(c).

68. It was and is Defendants’ common policy and practice to require its employees, including Plaintiff and members of the Class, to use their own tools and equipment. Plaintiff and members of the Class, however, were never reimbursed for the use of their personal tools or equipment, which were used for the benefit of the Defendants herein.

69. As a proximate result of Defendants’ unlawful actions and omissions, Plaintiff and the Class have been damaged in an amount according to proof at trial, and they seek reimbursement of all necessary expenditures, plus interest thereon at a rate of 10% pursuant to section 2802(b) of the California Labor Code.

70. Additionally, Plaintiff and the Class are entitled to an award of costs, expenses, and reasonable attorneys’ fees, pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV. CODE § 1032, *et seq.*

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1 **XII.**

2 **SIXTH CAUSE OF ACTION**

3 **Failure to Provide Accurate Wage Statements**

4 **[CAL. LAB. CODE §§ 226, 226.3; 8 CAL. CODE REGS. § 11040(7)]**

5 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

6 71. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
7 of the preceding paragraphs in this SAC as fully set forth herein by reference.

8 72. CAL. LAB. CODE § 226 provides that an employer shall provide its employees with
9 accurate wage statements as follows:

10 (a) Every employer shall, semimonthly or at the time of each payment of wages, furnish
11 each of his or her employees, either as a detachable part of the check, draft, or voucher
12 paying the employee's wages, or separately when wages are paid by personal check or
13 cash, an accurate itemized statement in writing showing (1) gross wages earned, (2)
14 total hours worked by the employee...[,] (3) the number of piece-rate units earned and
15 any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
16 deductions, provided that all deductions made on written orders of the employee may
17 be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
18 the period for which the employee is paid, (7) the name of the employee and only the
19 last four digits of his or her social security number or an employee identification
20 number other than a social security number, (8) the name and address of the legal entity
21 that is the employer...[,] and (9) all applicable hourly rates in effect during the pay
22 period and the corresponding number of hours worked at each hourly rate by the
23 employee and, beginning July 1, 2013, if the employer is a temporary services
24 employer as defined in Section 201.3, the rate of pay and the total hours worked for
25 each temporary services assignment At all times relevant hereto, the fundamental,
26 formally established public policy of the State of California as expressed in Article I,
27 section 8 of the California Constitution was and is that employees be free from race-
28 based and disability-based discrimination and harassment in their employment.

73. INDUSTRIAL WAGE ORDER NO. 4-2001, which is codified under 8 CAL. CODE REGS. §
11040, as amended, states in relevant part:

(B) Every employer who has control over wages, hours, or working conditions shall
semimonthly or at the time of each payment of wages furnish each employee an
itemized statement in writing showing: (1) all deductions; (2) the inclusive dates of the
period for which the employee is paid; (3) the name of the employee or the employee's
social security number; and (4) the name of the employer, provided all deductions made
on written orders of the employee may be aggregated and shown as one item. [¶]

(C) All required records shall be in the English language and in ink or other indelible
form, dated properly, showing month, day and year. The employer who has control
over wages, hours, or working conditions shall also keep said records on file at the
place of employment or at a central location for at least three years. An employee's
records shall be available for inspection by the employee upon reasonable request.

1 8 CAL. CODE REGS. §§ 11040(7), (B)-(C).

2 74. At all times relevant herein, Defendants, including DOES 1 through 50, failed to
3 properly and accurately itemize the number of hours worked by Plaintiff and the Class at their
4 effective regular rates of pay, including the effective overtime rates of pay. The wage statements also
5 failed to identify the correct or true employers of Plaintiff or the Class.

6 75. By failing to pay Plaintiffs and members of the Class wages for all hours worked,
7 including overtime compensation, Defendants have violated the requirement that the total hours
8 worked, and all wages earned be included in the wage statements that must be provided to the Plaintiff
9 and the Class.

10 76. Defendants willfully, knowingly, and intentionally failed to comply with CAL. LAB.
11 CODE § 226 by failing to pay minimum wages, overtime compensation for hours worked in excess of
12 forty, and by failing to provide meal breaks or paying the appropriate premium wages for missed meal
13 breaks, as required by law, thereby causing damages to Plaintiff and the Class by failing to include all
14 hours worked and wages earned in their wage statements. These damages include and are not limited
15 to costs expended calculating the true hours worked and the amount of employment taxes that were
16 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore, Plaintiff elects
17 to recover penalties on behalf of themselves and on behalf of the Class pursuant to CAL. LAB. CODE §
18 226 in an amount \$4,000 each, and reasonable attorney's fees and costs pursuant to CAL. LAB. CODE §
19 226(g) and CAL. CODE CIV. PROC. § 1032, *et seq.*

20 **XIII.**

21 **SEVENTH CAUSE OF ACTION**

22 **Waiting Time Penalties**

23 **[Cal. Labor Code §§ 201, 202, and 203]**

24 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

25 77. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
26 of the preceding paragraphs in this SAC as fully set forth herein by reference.

27 78. Sections 201 and 202 of the California Labor Code require employers to pay their
28 employees all wages due immediately upon discharge, or within seventy-two hours of resigning

1 without notice.

2 79. Section 203 of the California Labor Code provides that when an employer willfully
3 fails to make a timely payment of final wages pursuant to sections 201 and 202 of the California Labor
4 Code, the employer must, as a penalty, continue to pay the employee's wages at an employee's daily
5 rate, up to thirty days.

6 80. Defendants, including DOES 1 through 50, willfully, knowingly, and intentionally
7 failed to fully compensate all wages due to Plaintiff and the Class, including minimum wages,
8 overtime, double time, and meal and rest break premiums, as further alleged herein.

9 81. Since Plaintiff and the members of the Class have yet to be fully compensated for all
10 hours worked, they are entitled to waiting time penalties in the amount of their daily rate of pay up to
11 thirty days pursuant to section 203 of the California Labor Code, in an amount according to proof,

12 82. Plaintiff and the Class are also entitled to seek and recover interest at a rate of 10%, and
13 costs pursuant to CAL. LAB. CODE § 218.6, CAL. CIVIL CODE § 3289, and CAL. CODE CIV. PROC. §
14 1032, *et seq.*

15 XIV.

16 EIGHTH CAUSE OF ACTION

17 Unfair Competition and Unlawful Business Practices

18 [CAL. BUS. & PROF. CODE § 17200, *et seq.*]

19 **(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)**

20 83. Plaintiff re-alleges and incorporates herein each and every allegation contained in each
21 of the preceding paragraphs in this SAC as fully set forth herein by reference.

22 84. Each Defendant named herein is considered a "person," as the term is defined under
23 CAL. BUS. & PROF. CODE § 17021.

24 85. CAL. BUS. & PROF. CODE § 17200 defines unfair competition as any unlawful, unfair, or
25 fraudulent business act or practice.

26 86. Plaintiff and the members of the Class have suffered an injury-in-fact as a result of
27 Defendants' conduct in violation of the Unfair Competition Law (CAL. BUS. & PROF. CODE § 17200 *et*
28 *seq.*). Specifically, Plaintiff and the Class have lost money and/or property as a result of Defendants'

wrongful conduct. The injuries suffered by Plaintiff and the Class were directly related to Defendants' wrongful conduct.

87. At all times relevant hereto, by and through the conduct described herein, Defendants, including DOES 1 through 50, have engaged in unfair, fraudulent and unlawful practices, in violation of CAL. BUS. & PROF. CODE §§ 17200 *et. seq.*, and have thereby deprived Plaintiff and members of the Class of fundamental rights and privileges guaranteed to all employees under the California Labor Code.

88. All of the acts described herein as violations of, among other things, the California Labor Code and applicable IWC Wage Orders, are unlawful and in violation of public policy, and are immoral, unethical, oppressive, and unscrupulous, and thereby constitute unfair, unlawful, and/or fraudulent business practices in violation of CAL. BUS. & PROF. CODE §§ 17200 *et seq.* Specifically, Defendants' unfair, unlawful, and/or fraudulent business practices include the following violations:

- (a) Failure to timely pay wages at the appropriate rate of pay, including minimum wages, in violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1182.12, 1194, 1197, 1198, and 8 CAL. CODE REGS. §§ 11040(4), *et seq.*, and 11040(3), *et seq.*;
- (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11040(11), *et seq.*;
- (c) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8 CAL. CODE REGS. § 11040(12), *et seq.*;
- (d) Failure to provide prompt payment of wages to employees upon termination and resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203;
- (e) Failure to provide accurate itemized wage statements to employees in violation of CAL. LAB. CODE §§ 226 and 226.3; and
- (f) Failure to indemnify or reimburse for all out-of-pocket expenses in violation of CAL. LAB. CODE § 2802, and 8 CAL. CODE REGS. § 11040(9)(B).

89. By and through the unfair, fraudulent, and unlawful business practices described herein, Defendants, including DOES 1 through 50, have obtained valuable property, money, and services from Plaintiffs and the Class, and has deprived them of valuable rights and benefits guaranteed by the law,

1 all to their detriment.

2 90. Furthermore, Plaintiff is informed and believes, and thereupon alleges, that Defendants
3 have underreported to federal and state authorities the wages earned by Plaintiff and the members of
4 the Class, and therefore, have underpaid state and federal taxes, employer matching funds,
5 unemployment premiums, Social Security, Medicare and Workers' Compensation premiums. This
6 conduct is criminal in nature and subjects Defendants to sanctions, fines, and imprisonment, and is
7 actionable under CAL. BUS. & PROF. CODE §§ 1700, *et seq.* and 17200 *et seq.*

8 91. Plaintiff is informed and believes, and based upon that information and belief alleges,
9 that by requiring Plaintiff and the Class to work without minimum wage compensation, or work
10 overtime without receiving overtime compensation, and failing to provide meal and rest periods,
11 Defendants have engaged in business within the state of California to offer its services at a lower price
12 for the purpose of injuring competitors and/or destroying competition in violation of CAL. BUS. &
13 PROF. CODE § 17043.

14 92. Pursuant to CAL. BUS. & PROF. CODE §§ 17071 and 17075, Defendants' failure to pay
15 wages, overtime compensation, related benefits, and employment taxes, is admissible as evidence of
16 Defendants' intent to violate Chapter 4 of the Unfair Business Trade Act.

17 93. Defendants' practices are unlawful, unfair, deceptive, untrue, and misleading.

18 94. Plaintiff is entitled to seek, and does seek, such relief as may be necessary to restore the
19 money and property that Defendants have acquired, or of which Plaintiff and members of the Class
20 have been deprived of, by means of the above-described unfair and unlawful business practices.

21 95. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to redress
22 the injuries that they have suffered as a consequence of Defendants' unfair and unlawful business
23 practices. As such, Defendants should be required to disgorge the unpaid moneys owed to Plaintiff and
24 the Class.

25 96. Because Plaintiff seeks to enforce an important right affecting the public interest, *to wit*,
26 the lawful payment of wages as required by law, the disgorgement of ill-gotten gains, and the
27 restitution of unlawfully withheld wages, with interest thereon at a rate of 10% pursuant to CAL. LAB.
28 CODE § 218.6, and CAL. CIVIL CODE § 3289, Plaintiff requests an award of attorneys' fees, pursuant to

CAL. CODE CIV. PROC. § 1021.5, and costs pursuant to CAL. CODE CIV. PROC. § 1032.

XV.

NINTH CAUSE OF ACTION

For Penalties Pursuant To Private Attorney General Act (“PAGA”)

[CAL. LAB. CODE §§ 2699, *et seq.*]

(By Plaintiff and the Putative Class Against All Defendants, Including DOES 1 through 50)

97. Plaintiff re-alleges and incorporates herein each and every allegation contained in each of the preceding paragraphs in this SAC as fully set forth herein by reference.

98. The California Private Attorney General Act of 2004, codified under sections 2698-2699 of the California Labor Code, expressly establishes that any provision of the California Labor code that provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards agencies or employees for a violation of the California Labor Code. Alternatively, the civil penalties may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

99. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess the civil penalties.

100. Plaintiff and the other members of the Class are “aggrieved employees” as defined by section 2699 of the California Labor Code in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

101. Plaintiff seeks civil penalties for Defendants’ violations of the following Labor Code sections and Industrial Wage Orders:

- (a) Failure to timely pay wages at the appropriate rate of pay, including minimum wages, in violation of CAL. LAB. CODE §§ 204, 510, 511, 558, 1182.12, 1194, 1197, 1198, and 8 CAL. CODE REGS. §§ 11040(4), *et seq.*, and 11040(3), *et seq.*;
- (b) Failure to provide meal periods as mandated by CAL. LAB. CODE §§ 226.7 and 512, and 8 CAL. CODE REGS. § 11040(11), *et seq.*;

- 1 (c) Failure to provide rest periods as mandated by CAL. LAB. CODE § 226.7, and 8
2 CAL. CODE REGS. § 11040(12), *et seq.*;
- 3 (d) Failure to provide prompt payment of wages to employees upon termination and
4 resignation in violation of CAL. LAB. CODE §§ 201, 202, and 203;
- 5 (e) Failure to provide accurate itemized wage statements to employees in violation
6 of CAL. LAB. CODE §§ 226 and 226.3; and
- 7 (f) Failure to indemnify or reimburse for all out-of-pocket expenses in violation of
8 CAL. LAB. CODE § 2802, and 8 CAL. CODE REGS. § 11040(9)(B).

9 102. On January 22, 2024, Plaintiff electronically submitted written notice to the California
10 LWDA setting forth his contentions and claims on behalf of himself and on behalf of all those
11 similarly situated. Copies of this letter were also mailed to Defendants on January 22, 2024, via
12 certified mail.

13 103. The LWDA has failed to respond within the time prescribed under section 2699.3,
14 subd. (a)(2)(A), of the California Labor Code, thereby exhausting Plaintiff's administrative remedies.
15 Plaintiff therefore amends the existing complaint herein, as a matter of right, to add a PAGA cause of
16 action. CAL. LAB. CODE § 2699.3(a)(2)(C).

17 104. Pursuant to section 2699 of the California Labor Code, Plaintiff, individually and on
18 behalf of all aggrieved employees, requests and is entitled to recover from the Defendants wage
19 compensation for uncompensated wages according to proof, interest, attorney's fees, and costs
20 pursuant to CAL. LABOR CODE § 218.5, as well as all civil penalties against Defendants, including
21 DOES 2 through 20, including but not limited to:

- 22 (a) Where penalties are not already specified in the applicable provision of the
23 California Labor Code, penalties under CAL. LABOR CODE § 2699 in the
24 amount of \$100 for each aggrieved employee per pay-period for the initial
25 violation, and \$200 for each aggrieved employee per pay period for each
26 subsequent violation (*see* CAL. LAB. CODE § 2699(f)(2));
- 27 (b) Penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE §
28 226, in addition to any other penalty provided by law, of two hundred fifty

dollars (\$250) per aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation;

(c) Penalties under Title 8 of the California Code of Regulations, as set forth in the applicable Wage Order, in the amount of \$50 for each aggrieved employee per pay period for an initial violation, and \$100 for each aggrieved employee per pay period for each subsequent violation (*see* CAL. LAB. CODE § 558);

(d) Penalties under CAL. LABOR CODE § 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code, in the amount of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or any willful or intentional violation, plus 25% of the wages wrongfully withheld; and

(e) Any and all additional penalties and sums as provided by the California Labor Code, and/or other statutes.

105. In addition, Plaintiff seeks and is entitled to have 75% of all penalties recovered pursuant to section 2699, *et seq.*, allocated to the LWDA, and 25% to the aggrieved employees.

106. Further, Plaintiff seeks and is entitled to recover reasonable attorneys' fees and costs pursuant to sections 2699, 218.5, 210 and 212 of the California Labor Code, and any other applicable statute, including CAL. CODE CIV. PROC. § 1032, *et seq.*

XVI.

PRAYER

WHEREFORE, Plaintiff prays for judgment against each of Defendants as follows:

A. On The First Cause of Action.

1. For compensatory damages, including unpaid wages, and other losses in an amount according to proof;

2. For liquidated damages pursuant to CAL. LAB. CODE § 1194.2;

3. For an award of interest, including prejudgment interest at the legal rate pursuant to CAL. LAB. CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

1 For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5, 1194, and CAL.
2 CODE CIV. PROC. § 1032.

3 **B. On The Second Cause of Action.**

4 4. For compensatory damages, including lost wages, in an amount in an amount according
5 to proof;

6 5. For an award of interest, including prejudgment interest at the rate of 10% CAL. LAB.
7 CODE §§ 218.6, 1194, and CAL. CIV. CODE § 3289, *et seq.*; and

8 6. For reasonable attorneys' fees and costs of suit pursuant to CAL. LAB. CODE §§ 218.5,
9 1194, and CAL. CODE CIV. PROC. § 1032.

10 **C. On the Third and Fourth Causes of Actions.**

11 7. For unpaid premium payments in an amount according to proof;

12 8. For an award of interest, including prejudgment interest, at a rate of 7% pursuant to
13 CAL. CONST., ART. XV, § 1; and

14 9. For reasonable costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

15 **D. On the Fifth Cause of Action.**

16 10. For reimbursement of all necessary expenditures, plus interest thereon at a rate of 10%,
17 pursuant to CAL. LAB. CODE § 2802(b); and

18 11. For costs and attorneys' fees pursuant to CAL. LAB. CODE § 2802(c) and CAL. CIV.
19 CODE § 1032, *et seq.*

20 **E. On the Sixth Cause of Action.**

21 12. For statutory penalties pursuant to CAL. LAB. CODE § 226; and

22 13. For attorneys' fees and costs pursuant to CAL. LAB. CODE § 226(g) and CAL. CODE CIV.
23 PROC. § 1032, *et seq.*

24 **F. On the Seventh Cause of Action.**

25 14. For statutory penalties CAL. LAB. CODE § 203, plus interest thereon at a rate of 10%,
26 pursuant to CAL. LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

27 15. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032.

28 ///

1 **G. On the Eighth Cause of Action.**

2 16. That Defendants, including DOES 1 through 50, be ordered and enjoined to pay
3 restitution and penalties to Plaintiffs due to Defendants' unlawful and/or unfair activities, pursuant to
4 Business and Professions Code §§ 17200-05, plus interest thereon at a rate of 10%, pursuant to CAL.
5 LAB. CODE § 218.6 and CAL. CIVIL CODE § 3289;

6 17. That Defendants, including DOES 1 through 50, further be enjoined to cease and desist
7 from unlawful and/or unfair activities in violation of Business and Professions Code § 17200, *et seq.*;

8 18. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

9 19. For attorneys' fees pursuant to CAL. CODE CIV. PROC. § 1021.5.

10 **H. On the Ninth Cause Of Action.**

11 20. For penalties pursuant to CAL. LABOR CODE § 2699(f)(2) in the amount of \$100 for each
12 aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per
13 pay period for each subsequent violation;

14 21. For penalties under CAL. LAB. CODE § 226.3 for violations of CAL. LAB. CODE § 226, in
15 addition to any other penalty provided by law, of two hundred fifty dollars (\$250) per aggrieved
16 employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each
17 subsequent violation;

18 22. For penalties under Title 8 of the California Code of Regulations, as set forth in the
19 applicable Wage Order, in the amount of \$50 for each aggrieved employee per pay period for an initial
20 violation, and \$100 for each aggrieved employee per pay period for each subsequent violation (*see*
21 CAL. LAB. CODE § 558);

22 23. For penalties under CAL. LABOR CODE § 210 in the amount of \$100 for each aggrieved
23 employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period
24 for each subsequent violation or any willful or intentional violation, plus 25% of the wages wrongfully
25 withheld;

26 24. For any and all additional penalties and sums as provided by the CAL. LABOR CODE
27 and/or other statutes; and

28 25. For reasonable attorney's fees and costs pursuant to sections 2699, 218.5, 210 and 212

of the California Labor Code, and any other applicable statute.

I. On All Causes of Action.

26. For an order granting class certification

27. For costs of suit pursuant to CAL. CODE CIV. PROC. § 1032; and

28. For other and further relief as the Court deems just and proper

XVII.

DEMAND FOR JURY TRIAL

Plaintiff requests a trial by jury on all issues so triable.

Dated: January 8, 2025

BAKER BURTON & LUNDY, P.C.

By: _____


ALBRO L. LUNDY, III
ROLANDO J. GUTIERREZ

Attorneys for Plaintiff and the Putative Class

1 **PROOF OF SERVICE**

2 **RE: McArthur v. Pacific Design Center 1, LLC, et al.**
3 **Case No: 24STCV03908**

4 I am employed in the State of California, County of Los Angeles. I am over the age of 18 and
not a party to this action. My business address is 515 Pier Avenue, Hermosa Beach, CA 90071.

5 On **January 8, 2025**, I served true and correct copies of the following document(s) described
6 as:

7 **SECOND AMENDED CLASS ACTION COMPLAINT**

8 the interested parties as follows:

9 Summy Kim, Esq.
skim@ohaganmeyer.com
10 J. Cruz Zavala-Garcia, Esq.
czavala@ohaganmeyer.com
11 **O'HAGAN MEYER**
One Embarcadero, Ste. 2100
12 San Francisco, CA 94111
Tel. (415) 604-0124

13 *Counsel for Defendants*
Pacific Red, LLC
14 Pacific Design Center 1, LLC
Cohen PDC, LLC

15 [] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for
16 mailing in the ordinary course of business at Hermosa Beach, California. I am "readily
17 familiar" with this firm's practice of collection and processing correspondence for mailing.
Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day
18 in the ordinary course of business with postage thereon fully prepaid at Hermosa Beach,
California.

19 [✓] **BY CASE ANYWHERE:** Complying with California Rule of Court 2.251 and Code of Civil
20 Procedure § 1010.6, *et. seq.*, and in compliance with the Court's Case Management Order, I
caused true and correct copies of the documents to be served through Case Anywhere at
21 www.caseanywhere.com to the email address(es) of the person(s) identified above.

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

23 Executed on **January 8, 2025** at Hermosa Beach, California.

24 Rolando Gutierrez
25 Type or Print Name


Signature