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Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
3/25/2024 11:47 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Tarasyuk, Deputy Clerk

Attorneys for Plaintiffs,

ROGER MEJIA and MELVIN AJCOJON COZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT  
(UNLIMITED JURISDICTION)**

ROGER MEJIA and MELVIN AJCOJON  
COZ, on behalf of themselves and as  
“Aggrieved Employees” on behalf of other  
“Aggrieved Employees” under the Labor  
Code Private Attorneys General Act of 2004,

*Plaintiffs,*

vs.

CALPAK LANDSCAPE, INC., a California  
corporation; and DOES 1 to 25, inclusive,

*Defendant(s).*

Case No.: **24STCV07523**

**COMPLAINT FOR DAMAGES FOR:**

- 1) Failure to Pay All Wages Earned for All Hours Worked (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 7) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*);
- 9) Retaliation Under Labor Code § 98.6;
- 10) Retaliation Under Labor Code § 1102.5;
- 11) Wrongful Termination in Violation of Public Policy; and
- 12) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

**JURY TRIAL DEMANDED**

1 COME NOW Plaintiffs, Roger Mejia (“Mejia”) and Melvin Ajcojon Coz (“Coz”)  
2 (hereafter “Plaintiffs”), and complain and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiffs bring this action based on alleged violations of the California Labor  
5 Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”), the  
6 Business and Professions Code, and public policy against CALPAK LANDSCAPE, INC.; and  
7 DOES 1 to 25, inclusive, (“CALPAK” or “Defendants”).

8 **JURISDICTION AND VENUE**

9 2. Jurisdiction and venue are proper in this Court and this action is properly filed  
10 in the county of Los Angeles because Defendants CALPAK LANDSCAPE, INC.; and DOES  
11 1 to 25, inclusive, do business in the county of Los Angeles and because Defendants’  
12 obligations and liabilities arise therein, and because the work that was performed by Plaintiffs  
13 in the County of Los Angeles is the subject of this action. Moreover, Plaintiffs’ damages sought  
14 herein exceed \$25,000.

15 **THE PARTIES**

16 3. Plaintiff Mejia is a resident of the city of Pomona, California. At all relevant  
17 times, Plaintiff Mejia was an “employee” within the meaning of Title 8 California Code of  
18 Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor Code  
19 Section 2699(c).

20 4. Plaintiff Coz is a resident of the city of Rowland Heights, California. At all  
21 relevant times, Plaintiff Coz was an “employee” within the meaning of Title 8 California Code  
22 of Regulations Section 11050 and an “Aggrieved Employee” within the meaning of Labor  
23 Code Section 2699(c).

24 5. Defendant CALPAK LANDSCAPE INC. is a corporation organized and  
25 existing under the laws of California and a citizen of California based on Plaintiffs’  
26 information and belief.

27 6. The “Aggrieved Employees” are all current and former non-exempt or hourly  
28 paid employees who worked for Defendants in California during the relevant time period

1 pursuant to California Labor Code section 2698, et. seq., the Labor Code Private Attorneys  
2 General Act of 2004 (“PAGA”).

3 7. Plaintiffs are ignorant of the true names, capacities, relationships, and extents of  
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but  
5 are informed and believe and thereon allege that said defendants are legally responsible for the  
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.  
7 Plaintiffs will amend the Complaint to allege the true names and capacities of the DOE  
8 defendants when ascertained.

9 8. Plaintiffs are informed and believe and thereon allege that, at all relevant times  
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the  
11 remaining Defendants, and in doing the things hereinafter alleged, were acting within the  
12 course and scope of such agency or employment, and with the approval and ratification of each  
13 of the other Defendants.

14 9. Plaintiffs are informed and believe and thereon allege that each and every one  
15 of the acts and omissions alleged herein were performed by, and/or are attributable to, all  
16 Defendants, each acting as agents and/or employees, and/or under the direction and control of  
17 each of the other Defendants, and that said acts and failures to act were within the course and  
18 scope of said agency, employment, and/or direction and control.

19 10. At all relevant times, in perpetrating the acts and omissions alleged herein,  
20 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a  
21 lack of a practice which resulted in Defendants not paying Plaintiffs and the Aggrieved  
22 Employees in accordance with applicable California labor laws as alleged herein.

### 23 **GENERAL ALLEGATIONS**

24 11. CALPAK first began to employ Mejia as a laborer in or around August 2023.  
25 Mejia generally worked Monday through Friday from approximately 5:30 a.m. to 3:30 p.m. or  
26 later. Mejia also worked on Saturdays for the owner and the church and was paid by cash for  
27 this work. Mejia’s latest rate of pay was \$19.50 per hour. Mejias’ employment ended on or  
28 around January 4, 2024. CALPAK first began to employ Coz as a laborer on or around

1 September 25, 2023. Coz generally worked Monday through Friday from approximately 5:30  
2 a.m. to 3:30 p.m. or later. Coz's latest rate of pay was \$19.50 per hour. Coz's employment  
3 ended on or around January 4, 2024.

4 12. At all relevant times, CALPAK issued wages to Plaintiffs and all of the other  
5 Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times,  
6 Mejia, Coz and all of the other Aggrieved Employees as non-exempt employees entitled to the  
7 protections of the Labor Code and the Wage Order.

8 13. CALPAK failed to pay Plaintiffs and the other Aggrieved Employees for all  
9 time worked or subject to its control. This is so because the company had a policy of rounding  
10 down the number of hours worked, resulting in "time shaving" and further resulting in  
11 Plaintiffs and the Aggrieved Employees not being paid for all hours worked, including the  
12 minimum wage. Upon arriving at the CALPAK yard, located at 2005 Desire Ave. in Rowland  
13 Heights, around 5:30 a.m., CALPAK directed Plaintiffs and the Aggrieved Employees to throw  
14 the trash from the trucks from the day before and then proceed to load the trucks with the items  
15 they will use at the job site (plants, flowers, trees, soil, etc.), and other tasks, which took  
16 approximately 30 to 45 minutes, or longer. CALPAK then directed Plaintiffs and the Aggrieved  
17 Employees to drive or ride in the truck, to their assigned jobsite, which took approximately 30  
18 to 45 minutes (or longer, depending on the location of the job site). At all relevant times,  
19 CALPAK did not pay Plaintiffs and the Aggrieved Employees for this time worked. CALPAK  
20 instructed Plaintiffs and the other Aggrieved Employees to sign a daily timesheet. It is  
21 important to note that there was no designated space to enter the start or end time on these  
22 timesheets and CALPAK would only pay Plaintiffs and the other Aggrieved Employees for 8  
23 hours per day. When Plaintiffs and the others completed their tasks at the job site around 3:30  
24 p.m. or later, they would proceed to drive or ride in the truck to return back to the yard, which  
25 could take up to another two hours. CALPAK directed Plaintiffs and the other Aggrieved  
26 Employees to perform these duties off-the-clock and failed to pay them for this off-the-clock  
27 work, including overtime and double time wages.

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1           14.     In addition, to the extent Plaintiffs and the other Aggrieved Employees worked  
2 through their meal periods and those meal periods were interrupted, they were not compensated  
3 for that time, which would be akin to a minimum wage violation. Furthermore, CALPAK  
4 supervisors/managers, including Florentino and Felipe, would often speak to or call Plaintiffs  
5 and the other Aggrieved Employees on their personal mobile phones about work-related  
6 matters before the start of their shifts or after their shifts had ended.

7           15.     Due to the above off-the-clock work, CALPAK failed to pay Plaintiffs and the  
8 Aggrieved Employees properly-calculated overtime wages even though they worked more than  
9 8 hours per day and/or 40 hours per week throughout their employment. Plaintiffs and the  
10 Aggrieved Employees' actual work hours (including the "off the clock" hours mentioned  
11 above) entitled them to overtime compensation. However, CALPAK did not compensate  
12 Plaintiffs and the Aggrieved Employees with the correct amount of overtime/doubletime. It was  
13 not company policy to keep accurate track of all hours worked and to pay employees the  
14 accurate amount of overtime, especially since the "off the clock" work was not factored into the  
15 equation. Furthermore, any incentive payments and/or bonus payments were not factored into  
16 employees' regular rate of pay for purposes of deciphering the correct overtime rate of pay. In  
17 addition, any bonus and/or incentive payments were not factored into the correct sick pay  
18 wages and meal and rest break premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021)  
19 11 Cal. 5th 858, 863.

20           16.     CALPAK failed to provide all compliant meal periods and authorize and permit  
21 all compliant rest periods to which Plaintiffs and the other Aggrieved Employees were entitled.  
22 Plaintiffs and the other Aggrieved Employees were entitled to take off-duty, uninterrupted 30-  
23 minute meal periods before the fifth and tenth hours of work and to take uninterrupted 10-  
24 minute rest periods for every four hours or major fraction thereof worked. Due to the workload,  
25 Plaintiffs and the others would not be able to take timely, uninterrupted meal periods before the  
26 5th or 10th hour worked. Although Plaintiffs and the other Aggrieved Employees would arrive  
27 to the CALPAK yard at 5:30 a.m., they could not take meal breaks before their fifth hour of  
28 work due to the workload. Moreover, they had to wait for their supervisor, Florentino, to allow

1 them to take their meal breaks. When Plaintiffs and the other Aggrieved Employees tried to  
2 take their meal periods, CALPAK supervisors would interrupt them with questions about work  
3 related matters or their meal periods were cut short due to their workload. On information and  
4 belief, CALPAK did not keep track of Mejia's, Coz's, and the Aggrieved Employees' meal  
5 periods. Per *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not  
6 facially show an employee took a compliant meal period, a rebuttable presumption arises that  
7 the employer failed to provide it, giving rise to a meal period violation. Similarly, Plaintiffs and  
8 the other Aggrieved Employees were not able to take their 10-minute rest breaks due to the  
9 workload. As such, the culture as well as the policies and procedures of CALPAK did not lend  
10 itself to the employees receiving consistent statutory rest breaks wherein they were relieved of  
11 all work duties. The environment at CALPAK was not conducive to receiving multiple  
12 statutory rest breaks under California law and timely, statutory rest breaks were not authorized  
13 or enforced. On information and belief, CALPAK did not provide premium wages for these  
14 meal and rest break violations; if CALPAK did provide premium wages, they were not paid at  
15 the correct rate, as explained above.

16 17. CALPAK failed to reimburse Plaintiffs and the other Aggrieved Employees for  
17 business expenses they incurred in direct consequence of the discharge of their duties.  
18 CALPAK required Plaintiffs and the Aggrieved Employees to use their personal mobile phones  
19 to communicate with ownership/management concerning work matters. CALPAK also required  
20 Plaintiffs and the other Aggrieved Employees to purchase certain items, including, but not  
21 limited to, work gloves. CALPAK did not reimburse Plaintiffs and the other Aggrieved  
22 Employees for these expenses. Accordingly, CALPAK was in violation of California Labor  
23 Code sections 2800 and 2802.

24 18. CALPAK failed to pay its employees all wages due to them within any time  
25 period specified by California Labor Code section 204, including the minimum wages and  
26 overtime as described above as well as meal/rest break premiums.

27 19. CALPAK did not provide Plaintiffs and the other Aggrieved Employees  
28 accurate, itemized wage statements in violation of Labor Code 226. Wage statements must

1 include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal  
2 name and correct address of employer entity, gross wages earned, all deductions, net wages  
3 earned, reimbursement for business expenses, the correct start and end of the applicable pay  
4 period, the employee ID numbers or social security numbers, among other items. Labor Code §  
5 226(a)(2). CALPAK's failure to maintain accurate records as to the hours worked daily by  
6 employees also constitutes a violation of Labor Code section 1174(d).

7 20. Finally, because CALPAK did not properly pay all wages earned as explained  
8 herein, CALPAK also failed to pay final wages owed to the Aggrieved Employees in violation  
9 of Labor Code section 203. These earned but unpaid wages include minimum wages and  
10 compensation for all hours worked, overtime compensation, premium pay for missed meal and  
11 rest breaks, and business expense reimbursement, among others.

12 21. In addition, CALPAK failed to provide Plaintiffs and all of the other Aggrieved  
13 Employees with an adequate number of suitable seats, toilet facilities, potable water, soap, or  
14 other suitable cleaning agent and single use towels for handwashing.

15 22. During the course of their employment, Mejia and Coz complained to their  
16 supervisors/managers, including Florentino and Felipe, about performing off-the-clock work,  
17 not being paid overtime, and not receiving proper statutory breaks. Because of their complaints  
18 regarding CALPAK's noncompliance with the California Labor Code, CALPAK retaliated  
19 against Mejia and Coz, reduced their work schedules and wrongfully terminated their  
20 employment on or around January 4, 2024.

## 21 **FIRST CAUSE OF ACTION**

### 22 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

23 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

24 **(By Plaintiffs against all Defendants)**

25 23. Plaintiffs incorporate all paragraphs of the Complaint as if fully alleged herein.

26 24. At all relevant times, Plaintiffs were non-exempt employees of Defendants and  
27 entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198,  
28 and the Wage Order.

1           25.     Section 2(K) of the Wage Order defines “hours worked” as “the time during  
2 which an employee is subject to the control of an employer, and includes all the time the  
3 employee is suffered or permitted to work, whether or not required to do so.”

4           26.     Section 3 of the Wage Order states:

5                   (A) Daily Overtime - General Provisions

6                   (1) The following overtime provisions are applicable to  
7 employees 18 years of age or over and to employees 16 or  
8 17 years of age who are not required by law to attend  
9 school and are not otherwise prohibited by law from  
10 engaging in the subject work. Such employees shall not  
11 be employed more than eight (8) hours in any workday or  
12 more than 40 hours in any workweek unless the employee  
13 receives one and one-half (1 ½) times such employee’s  
14 regular rate of pay for all hours worked over 40 hours in  
15 the workweek. Eight (8) hours of labor constitutes a day’s  
16 work. Employment beyond eight (8) hours in any  
17 workday or more than six (6) days in any workweek is  
18 permissible provided the employee is compensated for  
19 such overtime at not less than:

20                   (a) One and one-half (1 ½) times the employee’s  
21 regular rate of pay for all hours worked in excess  
22 of eight (8) hours up to and including 12 hours in  
23 any workday, and for the first eight (8) hours  
24 worked on the seventh (7<sup>th</sup>) consecutive day of  
25 work in a workweek.

26                   (b) Double the employee’s regular rate of pay for  
27 all hours worked in excess of 12 hours in any  
28 workday and for all hours worked in excess of  
eight (8) hours on the seventh (7<sup>th</sup>) consecutive  
day of work in a workweek.

(c) The overtime rate of compensation required to  
be paid to a nonexempt full-time salaried  
employee shall be computed by using the  
employee’s regular hourly salary as one-fortieth  
(1/40) of the employee’s weekly salary.

27           27.     Section 4 of the Wage Order requires an employer to pay non-exempt employees  
28 at least the minimum wage set forth therein for all hours worked, which consist of all hours that

1 an employer has actual or constructive knowledge that employees are working.

2 28. Labor Code section 510 states:

3 Eight hours of labor constitutes a day's work. Any work in excess  
4 of eight hours in one workday and any work in excess of 40  
5 hours in any one workweek and the first eight hours worked on  
6 the seventh day of work in any one workweek shall be  
7 compensated at the rate of no less than one and one-half times the  
8 regular rate of pay for an employee. Any work in excess of 12  
9 hours in one day shall be compensated at the rate of no less than  
10 twice the regular rate of pay for an employee. In addition, any  
11 work in excess of eight hours on any seventh day of a workweek  
12 shall be compensated at the rate of no less than twice the regular  
13 rate of pay of an employee. Nothing in this section requires an  
14 employer to combine more than one rate of overtime  
15 compensation in order to calculate the amount to be paid to an  
16 employee for any hour of overtime work.

17 29. California Labor Code § 1194 invalidates any agreement between an employer  
18 and an employee to work for less than the minimum wage required under the applicable Wage  
19 Order.

20 30. California Labor Code § 1197 makes it unlawful for an employer to pay an  
21 employee less than the minimum wage required under the applicable Wage Order for all hours  
22 worked during a payroll period.

23 31. California Labor Code § 1198 makes it unlawful for an employer to employ an  
24 employee under conditions that violate the Wage Order.

25 32. In conjunction, these provisions of the California Labor Code require employers  
26 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates  
27 for all hours worked, including unrecorded hours when the employer knew or reasonably should  
28 have known that employees were working during those hours. (*See Morillion v. Royal Packing*  
*Co. (2000) 22 Cal.4th 575, 585.*)

33. Defendants required Plaintiffs to work in excess of eight (8) hours in one  
workday and forty (40) hours in one workweek without compensating them for such time  
worked at the premium rates required by California law.

34. As described more fully above, Defendants failed to pay all minimum, regular, overtime, and double time wages to Plaintiffs because Defendants paid wages based on rounded times, did not pay for off-the-clock work, and failed to pay overtime and double time wages based on correct regular rates of pay.

35. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount, subject to proof, to the extent that they were not paid the full amount of wages earned during each pay period during the applicable limitations period, including minimum, overtime, and double-time wages.

36. As a result of Defendants' conduct, Plaintiffs seek damages and/or restitution for unpaid wages which Defendants failed to pay them at the rates set forth herein, interest thereon, and costs of suit and reasonable attorney's fees pursuant to California Labor Code §§ 1194.

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE REST BREAKS

**(Lab. Code §§ 226.7 and 1198)**

**(By Plaintiffs against all Defendants)**

37. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

38. At all relevant times during the applicable limitations period, Plaintiffs were non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 1198, and the Wage Order.

39. Labor Code § 1198 states,

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

40. In relevant part, Section 12 of the Wage Order states:

Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

41. In addition, Labor Code Section 226.7 states

(b) 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, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal or rest or recovery 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 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, 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 or rest or recovery period is not provided.

42. Pursuant to the Wage Order, Plaintiffs were entitled to be provided with net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

43. Defendants failed to authorize and permit Plaintiffs to take compliant rest periods and failed to pay one hour of correctly-calculated premium pay for each day such a rest period was not provided.

44. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount subject to proof to the extent they were not paid additional wages owed for all rest breaks not provided to them.

45. By reason of the above, Plaintiffs are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7, plus interest and costs.

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**THIRD CAUSE OF ACTION**  
**FAILURE TO PROVIDE MEAL PERIODS**  
**(Lab. Code §§ 226.7, 512, and 1198)**  
**(By Plaintiffs against all Defendants)**

46. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

47. At all relevant times during the applicable limitations period, Plaintiffs were non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

48. Labor Code § 1198 states,  
“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

49. In relevant part, Labor Code Section 512 states  
“An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

50. In relevant part, Section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee...
- (B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the

employee's regular rate of compensation for each workday that the meal period is not provided.

51. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiffs were entitled to be provided with uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, Plaintiffs were also entitled to a second 30-minute meal period when they worked more than ten (10) hours in a workday.

52. During the relevant time period, Defendants failed to provide Plaintiffs with compliant meal periods before the fifth hour of work and failed to pay one hour of correctly-calculated premium pay for each day such a meal period was not provided.

53. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in an amount subject to proof to the extent they were not paid additional wages owed for all meal periods not provided to them.

54. By reason of the above, Plaintiffs are entitled to premium wages for workdays in which one or more meal periods were not provided to them pursuant to California Labor Code § 226.7, plus interest and costs.

#### **FOURTH CAUSE OF ACTION**

##### **FAILURE TO INDEMNIFY**

**(Lab. Code §§ 1198 & 2802)**

**(By Plaintiffs against all Defendants)**

55. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

56. At all relevant times, Plaintiffs were non-exempt employees of Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198 and 2802, and the Wage Order.

57. In pertinent part, California Labor Code § 2802(a) states:

An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.

58. California Labor Code § 1198 prohibits employers from employing their

employees under conditions prohibited by the Wage Order.

59. At all relevant times during the applicable limitations period, Defendants required Plaintiffs to use their own personal cell phone to communicate with management concerning work matters and to purchase certain items, including but not limited to, work gloves. However, Defendants did not Plaintiffs for their mobile phone expenses.

60. Plaintiffs are informed and believe and thereon allege that, at all relevant times, Defendants have maintained a policy, practice, or a lack of a policy which resulted in Defendants' failure to indemnify Plaintiffs for the reasonable expenses they incurred in the course of performing their duties.

61. By reason of the above, Plaintiffs are entitled to reimbursement for all necessary expenditures and losses and interest due and owing to them within three years (3) of the date of the filing of the Complaint until the date of entry of judgment pursuant to California Labor Code § 2802(b). Further, Plaintiffs seek reasonable attorney's fees pursuant to Labor Code § 2802(c).

#### **FIFTH CAUSE OF ACTION**

#### **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

**(California Labor Code Section 226)**

**(By Plaintiffs against all Defendants)**

62. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

63. Pursuant to California Labor Code Section 226, every employer must furnish each employee an itemized statement of wages and deductions at the time of payment of wages.

64. Defendants knowingly and intentionally did not furnish Plaintiffs with pay stubs that accurately reflected all information required by Labor Code Section 226, including but not limited to, all hours worked, gross wages earned, including overtime, minimum wages, and premium pay for missed meal and rest breaks, net wages earned, total hours worked by the employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to maintain and provide accurate itemized wage statements to Plaintiffs in accordance with California Labor Code Section 226(a).

65. Pursuant to California Labor Code Section 226(e), Plaintiffs are 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 exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and reasonable attorney's fees. Plaintiffs only claim damages under this cause of action pursuant to the 1-year period immediately preceding the date this lawsuit was filed.

66. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have sustained damages, including loss of earnings, in an amount to be established at trial. As a further direct and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiffs are entitled to recover penalties, in an amount to be established at trial, as well as costs and attorney's fees pursuant to statute.

67. Under this cause of action, Plaintiffs pray for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

## SIXTH CAUSE OF ACTION

## FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

**(California Labor Code Sections 201-203)**

**(By Plaintiffs against all Defendants)**

68. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

69. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

70. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

71. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days

1 for failure to pay an employee owed wages.

2 72. After Plaintiffs' employment with Defendants ended, Defendants willfully  
3 refused and continue to refuse to pay their unpaid wages as required by Labor Code Section  
4 203.

5 73. Under this cause of action, Plaintiffs pray for penalties due under the statutes  
6 alleged along with any allowable interest, penalties, attorney's fees, and costs according to  
7 proof at trial. Moreover, Plaintiffs pray for the above-mentioned money from 3 years  
8 immediately preceding the filing of this lawsuit.

9 74. Under this cause of action, Plaintiffs also pray for attorney's fees and costs  
10 under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages  
11 as set forth herein. Plaintiffs also pray for interest under California Labor Code Section 218.6.

12 75. Under this cause of action, Plaintiffs pray for penalties due under the statutes  
13 alleged along with any allowable interest, penalties, attorney's fees, and costs according to  
14 proof at trial.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

17 **(California Labor Code Section 204)**

18 **(By Plaintiffs against all Defendants)**

19 76. Plaintiffs incorporate all paragraphs of this complaint as if fully alleged herein.

20 77. California Labor Code Section 204 establishes the fundamental right of all  
21 employees in the State of California to be paid wages in a timely fashion for their work.

22 78. At all times relevant during the liability period, Defendants failed to pay  
23 Plaintiffs the full amount of all owed wages when due as required by California Labor Code  
24 Section 204.

25 79. Defendants failed to pay Plaintiffs all wages earned each pay period. Plaintiffs  
26 are informed, believe, and thereon allege, that all times relevant during the applicable  
27 limitations period, Defendants maintained a policy or practice of not paying Plaintiffs wages  
28 for all hours worked, including the minimum wage, overtime hours, double time hours, and

1 premium pay for missed meal and rest breaks.

2 80. As a result of Defendants' unlawful conduct, Plaintiffs have suffered damages in  
3 an amount, subject to proof, to the extent they were not paid all wages each pay period. The  
4 precise amount of unpaid wages is not presently known to Plaintiffs but can be determined  
5 directly from Defendants' records or indirectly based on information from Defendants' records.

6 81. Under this cause of action, Plaintiffs pray for penalties due under the statutes  
7 alleged along with any allowable interest, penalties, attorney's fees, and costs according to  
8 proof at trial.

9 **EIGHTH CAUSE OF ACTION**

10 **CIVIL PENALTIES**

11 **(Lab. Code §§ 2698, *et seq.*)**

12 **(By Plaintiffs against all Defendants)**

13 82. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

14 83. Plaintiffs are Aggrieved Employees under the Private Attorneys General Act  
15 of 2004 ("PAGA") because they were employed by Defendants during the applicable statutory  
16 period and suffered one or more of the violations of the Labor Code set forth in this Complaint.  
17 Plaintiffs seek to recover on their own behalf, on behalf of the State of California, and on  
18 behalf of all current and former Aggrieved Employees of Defendants, the civil penalties  
19 provided by PAGA, plus reasonable attorney's fees and costs.

20 84. During the applicable time period, Defendants violated California Labor Code  
21 §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1102.5, 1174, 1194, 1197, 1198,  
22 and 2802.

23 85. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on  
24 behalf of themselves and other current or former employees, to bring a civil action to recover  
25 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

26 86. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiffs and the  
27 Aggrieved Employees are entitled to recover civil penalties for each of the Defendants'  
28 violations of California Labor Code §§ 98.6, 201, 202, 203, 204, 226, 226.7, 510, 512, 558,

1 558.1, 1102.5, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the  
2 following amounts:

3 A. For violations of California Labor Code § 204, one hundred dollars  
4 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars  
5 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts  
6 established by California Labor Code § 210).

7 B. For violations of California Labor Code § 226(a), two hundred fifty  
8 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars  
9 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts  
10 established by California Labor Code § 226.3).

11 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty  
12 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars  
13 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts  
14 established by California Labor Code § 558).

15 D. For violations of California Labor Code § 1174, five hundred dollars  
16 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by  
17 California Labor Code § 1174.5).

18 E. For violations of California Labor Code § 1197, one hundred dollars  
19 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two  
20 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,  
21 per pay period (regardless of whether the initial violations were intentionally committed)  
22 (penalty amounts established by California Labor Code § 1197.1).

23 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,  
24 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period  
25 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per  
26 pay period for each subsequent violation (penalty amounts established by California Labor  
27 Code § 2699(f)(2)).

28 G. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff individually

1 is entitled to recover civil penalties for each of the Defendants' violations of California Labor  
2 Code §§ 98.6 and 1102.5 during the applicable limitations period in the following amounts:

3 1) For violations of California Labor Code § 98.6, an amount not to  
4 exceed \$10,000 for each violation by Defendants of California Labor Code § 98.6(a), as well as  
5 attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by  
6 California Labor Code § 98.6(b)(3)).

7 2) For violations of California Labor Code § 1102.5, an amount not  
8 to exceed \$10,000 for each violation by Defendants of California Labor Code § 1102.5(c), as  
9 well as attorney's fees and costs under Labor Code § 2699(g) (penalty amounts established by  
10 California Labor Code § 1102.5(f)).

11 87. Plaintiffs have complied with the procedures for bringing suit specified in  
12 California Labor Code § 2699.3. By letter dated January 20, 2024, Plaintiffs filed written notice  
13 online with the Labor and Workforce Development Agency ("LWDA") and gave written notice  
14 by certified mail to Defendants of the specific provisions of the California Labor Code alleged  
15 to have been violated, including the facts and theories to support the alleged violations.  
16 Plaintiffs accompanied their LWDA notice with a fee in the amount of \$75.00. The LWDA has  
17 failed to take action in response within 65 calendar days of the date of Plaintiffs' notice.

18 88. Pursuant to California Labor Code § 2699(g), Plaintiffs and the Aggrieved  
19 Employees are entitled to an award of civil penalties and reasonable attorney's fees and costs in  
20 connection with their claims for civil penalties.

## 21 **NINTH CAUSE OF ACTION**

### 22 **RETALIATION**

#### 23 **(Lab. Code § 98.6)**

#### 24 **(By Plaintiff against all Defendants)**

25 89. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged  
26 herein.

27 90. According to Labor Code section 98.6, subdivision (a), a person shall not  
28 discharge an employee because the employee has filed a bona fide complaint or claim relating

1 to his or her rights that are under the jurisdiction of the Labor Commissioner, made a written  
2 or oral complaint that he or she is owed unpaid wages, or because of the exercise of any right  
3 afforded him or her.

4 91. Defendants were employers for purposes of California law.

5 92. Plaintiffs were employees of Defendants, performing work on behalf of  
6 Defendants.

7 93. During their employment tenure, Mejia and Coz complained to their  
8 supervisors/managers, including Florentino and Felipe, about performing off-the-clock work,  
9 not being paid overtime, and not receiving proper statutory breaks.

10 94. Defendants retaliated against Plaintiffs by reducing their work schedules and  
11 terminating their employment.

12 95. Pursuant to Labor Code sections 98.6(b), Plaintiffs are entitled to reinstatement  
13 and reimbursement for lost wages and work benefits in addition to \$10,000 for Defendants'  
14 violation.

15 96. The foregoing conduct engaged in by Defendants and each of their directors,  
16 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
17 ratified, and carried on with a conscious and willful disregard of their workers' right to work  
18 in an environment free of retaliation and labor code violations, so as to justify the imposition  
19 of punitive damages to punish and set an example of said Defendants.

20 **TENTH CAUSE OF ACTION**

21 **RETALIATION**

22 **(Lab. Code § 1102.5)**

23 **(By Plaintiffs against all Defendants)**

24 97. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

25 98. According to Labor Code section 1102.5, subdivision (b),

26 An employer, or any person acting on behalf of the employer, shall not retaliate  
27 against an employee for disclosing information, or because the employer  
28 believes that the employee disclosed or may disclose information, ... to a  
person with authority over the employee or another employee who has the

1 authority to investigate, discover, or correct the violation or noncompliance,...  
2 if the employee has reasonable cause to believe that the information discloses a  
3 violation of state or federal statute, or a violation of or noncompliance with a  
4 local, state, or federal rule or regulation, regardless of whether disclosing the  
5 information is part of the employee's job duties.

6 99. This statute reflects the broad public policy interest in encouraging workplace  
7 whistleblowers to report unlawful acts without fearing retaliation.

8 100. Defendants were employers for purposes of California law.

9 101. Plaintiffs were employees of Defendants, performing work on behalf of  
10 Defendants.

11 102. During their employment tenure, Mejia and Coz complained to their  
12 supervisors/managers, including Florentino and Felipe, about performing off-the-clock work,  
13 not being paid overtime, and not receiving proper statutory breaks.

14 103. Defendants retaliated against Plaintiffs for their complaints by reducing their  
15 work schedules and terminating their employment.

16 104. As a direct and proximate result of the aforementioned acts and omissions of  
17 Defendants, Plaintiffs suffered general and compensatory damages, including but not limited  
18 to, loss of income (past and future), loss of employment benefits (past and future), general and  
19 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
20 and future), and will continue to suffer in the future, in an amount to be proved at trial.

21 105. Plaintiffs request all available relief under Labor Code § 1102.5 including  
22 damages and the imposition of civil penalties of \$10,000 for each violation as well as  
23 attorney's fees.

24 106. The foregoing conduct engaged in by Defendants and each of their directors,  
25 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
26 ratified, and carried on with a conscious and willful disregard of their workers' right to work  
27 in an environment free of retaliation and labor code violations, so as to justify the imposition  
28 of punitive damages to punish and set an example of said Defendants.

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1 **ELEVENTH CAUSE OF ACTION**

2 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

3 **(By Plaintiffs against Defendants)**

4 107. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

5 108. Plaintiffs were employed by Defendants.

6 109. At all times during their employment with Defendants, Plaintiffs performed  
7 their duties with the utmost diligence and competence.

8 110. The state and federal statutes recited below embody fundamental, substantial,  
9 and well-established public policies of the United States and State of California:

10 (A) According to Labor Code section 1102.5, subdivision (b), an employer shall  
11 not retaliate against an employee for disclosing information to a person with authority over the  
12 employee who has the authority to correct the violation if the employee has reasonable cause  
13 to believe that the information “discloses a violation of state or federal statute, or a violation of  
14 or noncompliance with a local, state, or federal rule or regulation.”

15 (B) According to Labor Code section 98.6, a person shall not discharge an  
16 employee or in any manner discriminate, retaliate, or take any adverse action against any  
17 employee because the employee has filed a bona fide complaint or claim relating to his or her  
18 rights that are under the jurisdiction of the Labor Commissioner or made a written or oral  
19 complaint that he or she is owed unpaid wages.

20 (C) In *Franklin v. Monadnock Co.* (2007) 151 Cal.App.4th 252, 260 the Court  
21 stated, “An employer may not discharge an at will employee for a reason that violates  
22 fundamental public policy. This exception is enforced through tort law by permitting the  
23 discharged employee to assert against the employer a cause of action for wrongful discharge in  
24 violation of fundamental public policy.

25 111. Both Mejia’s and Coz’s employment was wrongfully terminated on or around  
26 January 4, 2024. By terminating Plaintiffs, Defendants violated these fundamental, substantial,  
27 and well-established public policies.

28 112. Moreover, Plaintiffs were forced to hire an attorney to assist them to end these

1 illegal activities.

2 113. As set forth above, said actions by Defendants were wrongful and in violation of  
3 the fundamental principles of the public policy of the State of California as reflected in its laws,  
4 objectives and policies. Said statutes and constitutional expressions of public policy include, but  
5 are not limited to, the California Labor Code, and the California Constitution, Article 1 section  
6 8. These laws inure to the benefit of the public at large, and not just the private interests of the  
7 employers and employees whom they govern or protect.

8 114. As a direct and proximate result of the aforementioned acts and omissions of  
9 Defendants, Plaintiffs suffered general and compensatory damages, including but not limited  
10 to, loss of income (past and future), loss of employment benefits (past and future), general and  
11 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
12 and future), and will continue to suffer in the future, in an amount to be proved at trial.

13 115. The foregoing conduct engaged in by Defendants and each of their directors,  
14 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
15 ratified, and carried on with a conscious and willful disregard of their workers' right to work in  
16 an environment free of retaliation and labor code violations, so as to justify the imposition of  
17 punitive damages to punish and set an example of said Defendants.

18 **TWELFTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

21 **(By Plaintiffs against Defendants)**

22 116. Plaintiffs incorporate all paragraphs of this Complaint as if fully alleged herein.

23 117. At all relevant times during the applicable limitations period, Plaintiffs have  
24 been employees of Defendants and entitled to the benefits and protections of the Business and  
25 Professions Code §§ 17200, *et seq.*

26 118. Defendants engaged in unfair competition by failing to 1) pay employees for all  
27 hours worked at the correct rates of pay and 2) pay their employees premium wages for  
28 workdays during which one or more meal or rest periods were not provided, and 3) reimburse

1 employees for necessary business expenses incurred in the course of performing their duties.

2 119. The unlawful conduct of Defendants alleged herein amounts to and constitutes  
3 unfair competition within the meaning of California Business & Professions Code §§ 17200,  
4 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have  
5 unfairly gained a competitive advantage over other comparable companies doing business in  
6 California that comply with their legal obligations to, among other things, refrain from  
7 retaliatory practices and prevent retaliation, pay their employees premium wages for workdays  
8 in which they did not provide employees with one or more meal and rest periods, indemnify  
9 them for all business expenses incurred during the course of performing their duties, including,  
10 but not limited to, phone expenses and work gloves, and pay them all wages earned.

11 120. As a result of Defendants' unfair competition as alleged herein, Plaintiffs have  
12 suffered injuries in fact and lost money or property. Defendants failed to pay Plaintiffs for all  
13 hours worked, failed to provide them with premium wages for missed meal and rest periods,  
14 and failed to reimburse Plaintiffs for all expenses they incurred in the course of performing  
15 their duties.

16 121. Pursuant to California Business & Professions Code § 17203, Plaintiffs are  
17 entitled to restitution of all monies rightfully belonging to them that Defendants did not pay  
18 them or otherwise retained by means of their unlawful and unfair business practices.

19 122. Plaintiffs are entitled to reasonable attorneys' fees in connection with their  
20 unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the  
21 substantial benefit doctrine and/or the common fund doctrine.

22 123. Accordingly, with respect to this cause of action, Plaintiffs pray for the herein  
23 stated relief, and an award of all reasonable costs and attorneys' fees, including interest  
24 thereon, as permitted by law, all in amounts subject to proof.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs pray for relief and judgment against Defendants as follows:

- 27 1. For compensatory damages including lost past and future wages, commissions, and all  
28 other sums of money, including employment benefits, together with interest on said

- 1 amounts, and any other economic injury to Plaintiffs, according to proof;
- 2 2. For general damages according to proof;
- 3 3. For special and consequential damages to the extent allowed by law;
- 4 4. For punitive and exemplary damages against corporate Defendants in an amount subject
- 5 to proof;
- 6 5. For damages and penalties under Labor Code Section 226 for Plaintiffs in an amount
- 7 subject to proof at trial;
- 8 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
- 9 7. proof at trial;
- 10 8. For one hour of wages due to Plaintiffs for each work period of more than five (5) hours
- 11 when Plaintiffs did not receive an uninterrupted thirty (30) minute meal period;
- 12 9. For one hour of wages due to Plaintiffs for each work period of four (4) hours or major
- 13 fraction thereof when Plaintiffs did not receive a ten (10) minute rest break;
- 14 10. For maximum civil penalties available under the Labor Code and applicable Wage
- 15 Order against Defendants as described more particularly in the Complaint;
- 16 11. For restitution and disgorgement for all unfair business practices by corporate
- 17 Defendants against Plaintiffs in an amount according to proof;
- 18 12. For an order enjoining corporate Defendants from further unfair and unlawful business
- 19 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 20 13. For all remedies available to Plaintiffs under the applicable Wage Order and the Labor
- 21 Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated
- 22 damages, damages, penalties, and waiting time penalties according to proof to the
- 23 extent permitted by law;
- 24 14. For the imposition of civil penalties and/or statutory penalties;
- 25 15. For all interest as allowed by law;
- 26 16. For all costs and disbursements incurred in this suit;
- 27 17. Reasonable attorney's fees where available by law, including but not limited to,
- 28 pursuant to, Code of Civil Procedure section 1021.5, Labor Code section 1102.5(j),

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and/or other applicable laws; and  
18. For such other and further relief as this Court may deem proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand as a matter of right, a trial by jury in this case.

Dated: March 25, 2024

MM LAW, APC

By Maralle Messreliah  
Maralle Messreliah, Esq.  
Attorney for Plaintiffs,  
ROGER MEJIA and  
MELVIN AJCOJON COZ