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and similarly situated employees

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Superior Court of California,
County of Placer
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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF PLACER**

SEAN DOYLE and JORDAN CAMIN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

vs.

UAUTO ROSEVILLE, LLC, CRAIG
HEISER, an individual, AMY HEISER, an
individual, and Does 1 through 20,
inclusive,

Defendants.

Case No. S-CV-0052660

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

- 1. Violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.***
- 2. Failure to Provide Accurate Wage Statements;**
- 3. Failure to Pay Overtime Wages;**
- 4. Waiting Time Penalties;**
- 5. Failure to Provide Meal and Rest Periods;**
- 6. Failure to Pay Minimum Wage for All Hours Worked;**
- 7. Civil Penalties Pursuant to Private Attorney General Act, Labor Code § 2698 *et seq.***

JURY TRIAL DEMANDED

1 Plaintiffs SEAN DOYLE and JORDAN CAMIN (“Plaintiffs”), on behalf of themselves and
2 all other similarly situated employees hereby file this Complaint against Defendants UAUTO
3 ROSEVILLE, LLC, CRAIG HEISER, and AMY HESIER, and Does 1 through 20 (collectively
4 referred to as “Defendants”). Plaintiffs allege the following:

5 **INTRODUCTION**

6 1. This is a class and representative action brought by Plaintiffs seeking damages for
7 failure to provide meal and rest periods, failure to pay minimum and overtime wages, inaccurate
8 wage statements, failure to pay all wages owed at time of termination of employment, and derivative
9 civil and statutory penalties. Plaintiffs seek these damages and penalties, plus interest and attorney’s
10 fees, on behalf of themselves and similarly situated employees.

11 **JURISDICTION AND VENUE**

12 2. The Placer County Superior Court has jurisdiction in this matter due to alleged
13 violations of California Labor Code §§ 201-203, 226, 226.3, 2698 *et seq.*, Business and Professions
14 Code § 17200 *et seq.*

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that some
16 of the wrongful acts and violations of law asserted herein occurred within Placer County.

17 **PARTIES**

18 4. Plaintiff SEAN DOYLE is over the age of eighteen (18) and is a resident of the State
19 of California and a former employee of Defendant.

20 5. Plaintiff JORDAN CAMIN is over the age of eighteen (18) and is a resident of the
21 State of California and a former employee of Defendant.

22 6. Plaintiffs are informed and believe, and thereupon allege, that Defendant UAUTO
23 ROSEVILLE, LLC is now and/or at all times mentioned in this Complaint a California Limited
24 Liability Company and the owner and operator of an industry, business and/or facility licensed to do
25 business and actually doing business in the State of California.

26 7. Plaintiffs are informed and believe, and thereon allege, that Defendant CRAIG
27 HEISER, an individual, is the owner and operator of Defendant UAUTO ROSEVILLE, LLC, and
28 can be found personally liable for wage and hour violations pursuant to Labor Code section 558.1.

1 Defendant CRAIG HEISER had personal knowledge and involvement in the hours worked by
2 Plaintiffs and similarly situated employees, the pay rates and wages paid to Plaintiffs and similarly
3 situated employees, and the scheduling of Plaintiffs and similarly situated employees including their
4 ability to receive meal and rest periods.

5 8. Plaintiffs are informed and believe, and thereon allege, that Defendant AMY
6 HEISER, an individual, is the owner and operator of Defendant UAUTO ROSEVILLE, LLC, and
7 can be found personally liable for wage and hour violations pursuant to Labor Code section 558.1.
8 Defendant CRAIG HEISER had personal knowledge and involvement in the hours worked by
9 Plaintiffs and similarly situated employees, the pay rates and wages paid to Plaintiffs and similarly
10 situated employees, and the scheduling of Plaintiffs and similarly situated employees including their
11 ability to receive meal and rest periods

12 9. Plaintiffs are informed and believe, and based thereon allege, that Defendants, jointly
13 and severally, have acted with deliberate indifference and conscious disregard to the rights of all
14 employees. Plaintiffs are further informed and believe, and based thereon allege, that Defendants
15 were at all relevant times advised by skilled California employment law attorneys and knew the
16 requirements of the California Labor Code with respect to employee wage statements, payment of
17 wages, and provision of meal and rest periods.

18 10. Defendants proximately caused Plaintiffs and similarly situated employees to be
19 subjected to the unlawful practices, wrongs, complaints, injuries, and/or damages alleged in this
20 Complaint.

21 11. Plaintiffs are further informed and believe, and thereon allege that each of the
22 Defendants herein was, at all times relevant to this action, the agent, employee, or joint employer or
23 joint venturer of the remaining defendants and was acting within the course and scope of that
24 relationship. Plaintiffs are further informed and believe, and thereon allege, that each of the
25 Defendants herein gave consent to, ratified and authorized the acts alleged herein to each of the
26 remaining defendants. The true names and capacities of the defendants named herein Does 1 through
27 20, inclusive, whether individual, corporate, associate, or otherwise are unknown to Plaintiffs, who
28 therefore sue such defendants by fictitious names pursuant to California Code of Civil Procedure

1 section 474. Plaintiffs will amend this complaint to show such true names and capacities of Does 1
2 through 20, inclusive, when they have been determined.

3 12. On January 16, 2024, Plaintiffs filed their Labor Code § 2699.3 Private Attorney
4 General Act (“PAGA”) notice with the California Labor & Workforce Development Agency
5 (“LWDA”). On April 25, 2024, Plaintiffs filed their Amended PAGA Notice with the LWDA. As
6 of the date of the filing of this Complaint, the LWDA has not informed Plaintiffs that it intends to
7 investigate Plaintiff’s PAGA claims. As such, Plaintiffs may proceed in this Court to file this
8 Complaint, including PAGA claims, and seek civil penalties on behalf of the State of California,
9 themselves, and similarly aggrieved employees.

10 **CLASS ALLEGATIONS**

11 13. Plaintiffs brings this action, on behalf of themselves and all others similarly situated,
12 as a class action pursuant to California Code of Civil Procedure section 382. The class that Plaintiffs
13 seek to represent are composed of and defined as follows:

14 All non-exempt employees who were employed by Defendant in California at any
15 time four (4) years prior to the filing of this Action up to the date that this matter is
16 certified as a class action.

17 14. This action has been brought and may be properly maintained as a class action,
18 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
19 defined community of interest in the litigation and the proposed classes are easily ascertainable.

20 (a) Numerosity: The Plaintiff Class is so numerous that the individual joinder of all
21 members is impracticable under the circumstances of this case. While the exact
22 number of class members is unknown to Plaintiffs at this time, Plaintiff are informed
23 and believe that Defendant may have employed dozens of individuals falling within
24 the above stated class definitions throughout the State of California during the
25 applicable statute of limitations, who were subjected to the practices outlined in this
26 Complaint. As such, joinder of all members of the Plaintiff Class is not practicable.

27 (b) Common Questions Predominate: Common questions of law and fact exist as to all
28 members of the Plaintiff Class and predominate over questions that affect only

individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether Defendants provided meal and rest breaks to its employees as required under the Labor Code;
- (2) Whether Defendants accurately stated all required information on paystubs issued to members of the Plaintiff Class;
- (3) Whether Defendants maintained the time and payroll records for its employees as required under the California Labor Code;
- (4) Whether Defendants paid all wages due to its employees at the time of termination of employment;
- (5) Whether Defendants paid all overtime and double time wages earned by its employees;
- (6) Whether Defendants failed to pay all wages earned by employees, including minimum wages;

(c) Typicality: Plaintiffs' claims are typical of the claims of the members of the Plaintiff Class. Plaintiffs also sustained damages arising out of Defendants' common course of conduct in violation of the law as complained of herein. Defendants failed to provide meal and rest breaks, failed to pay all overtime and double time hours worked by its employees, failed to pay all wages due at time of termination, and failed to provide legally compliant pay stubs to their employees. As a result, each putative class member will have the same basis for their legal claims.

(d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the putative class. Plaintiffs reside in California and are an adequate representative of the putative class as they has no interests that are adverse to those of absent class members. Additionally, Plaintiffs have retained counsel who have substantial experience in complex civil litigation and wage and hour matters.

1 (e) Superiority: A class action is superior to other available means for the fair and
2 efficient adjudication of the controversy since individual joinder of all members of
3 the classes is impracticable. Class action treatment will permit a larger number of
4 similarly situated persons to prosecute their common claims in a single forum
5 simultaneously, efficiently, and without the unnecessary duplication of effort and
6 expense that numerous individual actions would engender. Further, as damages
7 suffered by each individual member of the classes may be relatively small, the
8 expenses and burden of the individual litigation would make it difficult or impossible
9 for individual members of the class to redress the wrongs done to them, and an
10 important public interest will be served by addressing the matter as a class action.
11 The cost to the court system of adjudication of such individualized litigation would be
12 substantial. Individualized litigation would also present the potential for inconsistent
13 or contradictory judgments.

14 15. Plaintiffs are unaware of any difficulties that are likely to be encountered in the
15 management of this action that would preclude its maintenance as a class action.

16
17 **GENERAL ALLEGATIONS**

18 16. Plaintiffs incorporate by reference and re-alleges paragraphs 1 through 15 as
19 though fully set forth herein.

20 17. Defendants own and operate a business that repairs and services autos in
21 Roseville, California.

22 18. Plaintiff Doyle was employed by Defendants as a service consultant from
23 approximately July 11, 2022, to approximately October 13, 2023. Plaintiff Camin was
24 employed by Defendants as a as a service consultant from approximately August 4, 2021, to
25 approximately August 11, 2023

26 19. Plaintiffs and similarly situated employees worked for Defendants as non-exempt
27 employees in California and are/ were paid on hourly basis plus commissions.
28

1 20. Defendants did not allow Plaintiffs and similarly situated employees to take their
2 statutorily required meal and rest periods. Defendants failed to provide Plaintiffs and other
3 similarly situated employees a 30-minute, duty-free meal period before the end of the fifth hour
4 of work as required under the law. Defendants also failed to provide a second meal period to
5 Plaintiffs and similarly situated employees who work ten hours or more in a given shift.
6 Plaintiffs and similarly situated employees regularly missed their meal and rest periods and/ or
7 they were provided late. In the event a meal period was provided, it was often interrupted or cut
8 short in order to deal with customer issues or other work-related tasks. However, Defendants
9 still required Plaintiffs and similarly situated employees to indicate on their timecard that a meal
10 period was provided and taken, even if it didn't actually occur.

11 21. Defendants also failed to provide rest periods to Plaintiffs and similarly situated
12 employees for every 4 hours worked or major fraction thereof. Defendants' management staff
13 were aware this was occurring and did not ensure meal and/ or rest periods were provided to
14 Plaintiffs and similarly situated employees in compliance with California law. Defendants also
15 failed to pay Plaintiffs and similarly situated employees the statutorily-required missed meal
16 period or missed rest period premium when these breaks were not provided..

17 22. These practices of Defendants have also resulted in unpaid minimum and
18 overtime wages, as Defendants failed to pay wages for the occasions in which Plaintiffs' and
19 similarly situated employees' timecards falsely showed a meal period when it was not provided
20 or taken. In addition, Defendants failed to pay overtime pay to Plaintiffs and similarly situated
21 employees at the correct regular rate of pay by failing to include all non-discretionary forms of
22 pay, including but not limited to commission pay and/ or piece rate pay, into the regular rate
23 calculation. Claimant and similarly aggrieved employees regularly worked over eight (8) hours
24 a day and/or forty (40) hours a week. However, as described, Defendants did not pay these
25 employees all overtime and double time wages earned during their employment by failing to
26 properly calculate the regular rate of pay.

1 23. When Defendants required Plaintiff and similarly situated employees to work
2 through their meal and/or rest periods, Defendants failed to pay Plaintiffs and similarly situated
3 employees all statutorily required meal and rest period premiums owed.

4 24. Additionally, Plaintiffs and similarly aggrieved employees were required to attend
5 training outside of work time , and were not paid for the time spent attending these mandatory
6 trainings.

7 25. As a result, Defendants did not provide Plaintiffs and similarly situated employees
8 legally compliant wage statements noting, among other things, total hours worked, gross wages
9 earned, the applicable hourly rates in effect during the pay period and the corresponding number
10 of hours worked at each hourly rate. Defendants also did not provide Plaintiffs and similarly
11 situated aggrieved employees all wages owed upon their termination or within seventy-two (72)
12 hours of their separation from employment.

13 26. In addition, Plaintiffs and similarly situated employees were not provided a
14 signed, written commission agreement outlining how commission pay was to be calculated.
15 Plaintiffs asked for a written agreement or explanation of commission pay on multiple occasions
16 but this was never provided.

17 27. Defendants' uniform policies and practices alleged herein were unlawful, unfair
18 and deceptive business practices whereby Defendants retained and continues to retain wages due
19 Plaintiffs and the other Class Members. Plaintiffs and the other Class Members seek an
20 injunction enjoining such conduct by Defendants in the future, relief for the named Plaintiffs and
21 the other Class Members who have been economically injured by Defendants' past and current
22 unlawful conduct, and all other appropriate legal and equitable relief.

23 28. Plaintiffs are informed and believe that Defendants committed numerous other
24 violations of the California Labor Code, including but not limited to those identified in their
25 PAGA letter. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745 (2018),
26 Plaintiffs intend to seek civil penalties for all violations of the California Labor Code, whether
27 they experienced them personally or not.

29. Defendants' uniform policies and practices to fail to provide all overtime and double time wages to Plaintiffs and Class Members, to not pay minimum wages, to fail to provide meal and rest periods, to fail to provide all wages owed at time of termination, to fail to provide timely wages during employment, and not to provide compliant wage statements are evidenced by Defendants' business records.

FIRST CAUSE OF ACTION
(Unfair Competition)
(As to Defendant UAUTO Roseville, LLC)

30. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 29 as though fully set forth herein.

31. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* Cal. Bus. and Prof. Code §§ 17200 *et seq.*

32. As described above, Defendant committed numerous violations of the California Labor Code throughout the employment relationship.

33. Plaintiffs are also informed and believe and thereon allege that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code section 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

34. As a direct and legal result of Defendant's conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to restitution of all withheld wages as a result of its unfair business practices, including, but not limited to, public injunctive relief, pursuant to B&P Code § 17203, and interest and penalties pursuant to B&P §§ 17203, 17208, violations of Labor Code §§ 510, 1194, 1174, 201-203, 226, and 226.7, all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

SECOND CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements)
(As to all Defendants)

35. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 34 as though fully set forth herein.

36. According to Labor Code section 226(a), an employer must provide an itemized statement to an employee, semi-monthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

37. Defendants failed to provide an itemized statement or failed to provide an accurate and complete itemized statement showing the requirements set forth in Labor Code section 226(a). Defendants failed to list on the wage statements provided to Plaintiffs and similarly situated employees wage statements listing all hours worked and the applicable rates of pay and overtime and double time rates. Plaintiffs allege that Defendants failed to provide accurate itemized wage statements in accordance with Labor Code section 226(a) to all members of the Class.

1 38. Additionally, Plaintiffs allege they suffered injury as a result of Defendants'
2 knowing and intentional failure to provide accurate and complete information as required by any
3 one or more of items (1) to (9), inclusive, of Labor Code section 226, subdivision (a), and
4 Plaintiffs cannot promptly and easily determine (*i.e.* a reasonable person in each Plaintiffs'
5 position would not be able to readily ascertain the information without reference to other
6 documents or information) from the wage statement alone. Cal. Lab Code § 226(e)(2)(B)(iv).

7 39. Also, California Labor Code section 226 has been violated by, or was caused to be
8 violated by, Defendants CRAIG HEISER and AMY HEISER. Plaintiffs are informed and
9 thereon believe that Defendants CRAIG HEISER and AMY HEISER were persons acting on
10 behalf of Defendants, including as an owner and/or managing agent of Defendants, within the
11 meaning of California Labor Code section 558.1. Therefore, Defendants CRAIG HEISER and
12 AMY HEISER may be held liable as the employer for the violations of California Labor Code
13 section 226.

14 40. Defendants' underpayment of wages also caused the calculations on the wage
15 statements issued to Defendants' employees to be incorrect and legally noncompliant.

16 41. As a proximate cause of Defendants' failure to provide accurate statements,
17 Plaintiffs and Class Members were damaged and are entitled to statutory and civil penalties under
18 the Labor Code, and attorney's fees and costs, in an amount to be proven at trial.

19 **THIRD CAUSE OF ACTION**
20 **(Failure to Pay Overtime Wages)**
21 **(As to all Defendants)**

22 42. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 41 as
23 though fully set forth herein.

24 43. During the period Plaintiffs and similarly situated employees were employed by
25 Defendants, Defendants were required to compensate them one and one-half (1½) times the
26 regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours
27 per week, and two (2) times the regular rate of pay for hours worked in excess of twelve (12)
28 hours per day. *See* California Labor Code §§ 510, 1194. Although Plaintiffs and similarly

1 situated employees regularly worked in excess of eight (8) hours a day and/or forty (40) hours
2 per week, Defendants failed to pay all overtime and double time wages owed to them.

3 44. Specifically, Defendants failed to pay overtime and/ or double time pay to
4 Plaintiffs and similarly situated employees at the correct regular rate of pay by failing to include
5 all non-discretionary forms of pay, including but not limited to commission pay and/ or piece rate
6 pay, into the regular rate calculation. Defendants failed to include these non-discretionary forms
7 of remuneration in the regular rate of pay when calculating the overtime rate of its employees.

8 45. Plaintiffs and Class members were non-exempt employees under the
9 administrative, executive, or professional exemptions of the applicable Wage Order and
10 California Labor Code section 510.

11 46. Provisions regulating minimum wages or hours and days of work in any order of
12 the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor
13 Code section 1194 have been violated by, or were caused to be violated by, Defendants CRAIG
14 HEISER and AMY HEISER. Plaintiffs are informed and thereon believe that Defendants
15 CRAIG HEISER and AMY HEISER were persons acting on behalf of Defendants, including as
16 an owner and/or managing agent of Defendants, within the meaning of California Labor Code
17 section 558.1. Therefore, Defendants CRAIG HEISER and AMY HEISER may be held liable as
18 the employer for the violations of provisions regulating minimum wages or hours and days of
19 work in any order of the Industrial Welfare Commission, including IWC Wage Order No. 5-
20 2001, and California Labor Code section 1194.

21 47. Defendants' conduct described herein violates California Labor Code sections 510
22 and 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and Class
23 members have been damaged and deprived of overtime wages, in an amount to be established at
24 trial. Plaintiffs now seek these wages, attorney's fees and costs, and interest pursuant to
25 California Labor Code section 1194.

FOURTH CAUSE OF ACTION
(Waiting Time Penalties)
(As to all Defendants)

48. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 47 as though fully set forth herein.

49. An employer must pay an employee who is terminated all unpaid wages immediately upon termination. California Labor Code § 201.

50. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. California Labor Code § 203.

51. Plaintiffs and similarly situated employees did not receive all wages at their termination or separation from employment, including, but not limited to, unpaid hourly wages that Defendants underpaid, and overtime and double time which was not paid.

52. Defendants knew of their obligation to pay Plaintiffs and Class Members and Defendants' failure to pay all wages was in complete disregard of their obligations. Such conduct shows Defendants' knowledge of its obligation to pay all wages owed upon termination and willful refusal.

53. Also, California Labor Code section 203 has been violated by, or was caused to be violated by, Defendants CRIAG HEISER and AMY HEISER. Plaintiff s are informed and thereon believe that Defendants CRIAG HEISER and AMY HEISER were persons acting on behalf of Defendants, including as an owner and/or managing agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendants CRIAG HEISER and AMY HEISER may be held liable as the employer for the violations California Labor Code section 203.

54. As a proximate result of the Defendants' conduct, Plaintiffs and Class members have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

FIFTH CAUSE OF ACTION
(Failure to Provide Meal and Rest Periods)
(As to all Defendants)

55. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 54 as though fully set forth herein.

56. An employer must provide an employee a meal period and/or rest period in accordance with the applicable Wage Order and Labor Code sections 226.7 and 512.

57. Labor Code section 510 and Wage Order 5-2001, section 11(A) require an employer to provide a meal period of not less than thirty (30) minutes for each work period of more than five (5) hours. If an employee works longer than ten (10) hours in a workday, the employer must provide a second meal period.

58. Labor Code section 510 and Wage Order 5-2001 section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

59. Plaintiffs allege that Defendants failed to provide Plaintiffs and similarly situated employees with meal breaks of at least thirty (30) minutes for several work periods that Plaintiffs and similarly situated employees worked more than five (5) hours in a day, or to take a second meal break of at least thirty (30) minutes for several work periods that Plaintiff and similarly situated employees worked more than ten (10) hours in a day.

60. Plaintiffs further allege that Defendants failed to provide rest breaks of at least ten (10) minutes for each work period that she and similarly situated employees worked for four (4) hours or major fraction thereof.

61. Also, provisions regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, such as IWC Wage Order No. 5-2001, and California Labor Code section 226.7 have been violated by, or were caused to be violated by, Defendants CRAIG HEISER and AMY HEISER. Plaintiffs are informed and thereon believe that Defendants CRAIG HEISER and AMY HEISER were persons acting on behalf of Defendants, including as an owner and/or managing agent of Defendants, within the meaning of California Labor Code section 558.1. Therefore, Defendants CRAIG HEISER and AMY

1 HEISER may be held liable as the employer for the violations of provisions regulating minimum
2 wages or hours and days of work in any order of the Industrial Welfare Commission and
3 applicable statutes.

4 62. As a proximate cause of Defendants' failure to provide meal and rest periods,
5 Plaintiffs and members of the Class are entitled to one (1) hour of pay at the regular rate of
6 compensation for each meal period or rest period not provided, as a wage, from three (3) years of
7 the filing of this action, in an amount to be established at trial. See Labor Code § 226.7 and
8 Wage Order 5-2001 §§ 11(B), 12(B).

9 **SIXTH CAUSE OF ACTION**
10 **(Failure to Pay Minimum Wage for All Hours Worked)**
11 **(As To All Defendants)**

12 63. Plaintiffs hereby incorporate by reference Paragraphs 1 through 62 of this
13 Complaint as if fully set forth herein and for a cause of action alleges as follows:

14 64. Defendants were required to compensate Plaintiffs and similarly situated
15 employees with at least the State's minimum wage for all hours worked. See Cal. Labor Code §
16 1194; MW Order-2014; MW Order-2017.

17 65. Defendants were aware of their obligation to pay the minimum wages but failed to
18 do so.

19 66. Also, California Labor Code section 213(d) has been violated by, or was caused to
20 be violated by, Defendants CRAIG HEISER and AMY HEISER. Plaintiffs are informed and
21 thereon believe that Defendants CRAIG HEISER and AMY HEISER were persons acting on
22 behalf of Defendants, including as an owner and/or managing agent of Defendants, within the
23 meaning of California Labor Code section 558.1. Therefore, Defendants CRAIG HEISER and
24 AMY HEISER may be held liable as the employer for the violations California Labor Code
25 section 213(d).

26 67. Defendants' conduct described herein violates California Labor Code section
27 1194, and Wage Orders. As a proximate result of Defendants' conduct, Plaintiffs and the
28 Plaintiff Class have been damaged and deprived of minimum wages, in an amount to be
established at trial. Plaintiffs and the Class now seek these wages, liquidated damages pursuant

1 to California Labor Code section 1194.2, attorney's fees and costs, and interest pursuant to
2 California Labor Code sections 1194.

3 **SEVENTH CAUSE OF ACTION**

4 **(Civil Penalties Pursuant to PAGA § 2698 et seq.)**

5 **(As To All Defendants)**

6 68. Plaintiffs hereby incorporate by reference Paragraphs 1 through 67 of this
7 Complaint as if fully set forth herein and for a cause of action alleges as follows:

8 69. Plaintiffs bring this cause of action as a proxy for the State of California and in
9 this capacity, seek penalties on behalf of all Aggrieved Employees for Defendants' violations of
10 the California Labor Code, including but not necessarily limited to, those Labor Code violations
11 identified above and in Plaintiff's PAGA Notice to the LWDA.

12 70. On or about January 16, 2024, Plaintiffs sent written notice to the LWDA
13 regarding Defendant's violations of the California Labor Code, pursuant to Labor Code section
14 2698, *et seq.*, PAGA. On or about April 25, 2024, Plaintiffs filed their Amended PAGA Notice
15 with the LWDA. The LWDA has not informed Plaintiffs that it intends to investigate Plaintiffs'
16 PAGA claims and therefore Plaintiffs may proceed in this Court to collect civil penalties.

17 71. Plaintiffs are thus entitled to recover civil penalties on behalf of the State of
18 California and all Aggrieved Employees for all violations of the Labor Code from January 16,
19 2023, through trial on this matter.

20 72. Defendants' conduct, as alleged herein, violated various sections of the California
21 labor Code, including but not limited to, the following:

22 73. Labor Code section 1174(d) requires employers to keep "payroll records showing
23 the hours worked daily by and the wages paid to . . . employees . . . These records shall be kept in
24 accordance with rules established for this purpose by the commission, but in any case shall be
25 kept on file for not less than three years." Defendants did not keep accurate information
26 regarding all hours worked by Plaintiffs and similarly situated employees, largely by failing to
27 accurately record all hours worked. This was in violation of the Labor Code.
28

1 74. Labor Code section 226 requires employers to furnish to employees with “an
2 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by
3 the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the
4 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
5 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
6 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
7 and only the last four digits of his or her social security number or an employee identification
8 number other than a social security number, (8) the name and address of the legal entity that is
9 the employer . . . and (9) all applicable hourly rates in effect during the pay period and the
10 corresponding number of hours worked at each hourly rate by the employee . . .” For the
11 reasons stated above, Defendants failed to comply with these requirements with respect to
12 Plaintiffs and similarly situated employees in violation of the Labor Code.

13 75. Labor Code sections 201–203 require that all wages be paid to employees upon
14 separation and/or termination of employment. Here, for the reasons stated above, Defendants’
15 employees did not receive all final wages due and owing to them at the time of termination or
16 seventy-two (72) hours thereafter as required by Labor Code sections 201–203. This is in
17 violation of the Labor Code.

18 76. Labor Code sections 510 and 1194 require employers to pay employees overtime
19 for any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
20 hours in any one workweek. Employers must also pay overtime for the first eight (8) hours
21 worked on the seventh day of work in any one workweek. Finally, employers must pay double
22 time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
23 in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above,
24 Plaintiffs and similarly situated employees worked over eight (8) hours per day and forty (40)
25 hours per week and were not paid overtime wages at their regular rate of pay in violation of the
26 Labor Code.

27 77. During the period Plaintiffs and similarly situated employees were employed by
28 Defendants they were entitled to be paid at least the State’s minimum wage rate for each hour

1 that they worked. See, e.g., IWC Wage Order MW-2014, MW-2017; IWC Wage Order No. 5-
2 2001, section (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendants did
3 not pay Plaintiffs and similarly situated employees at least minimum wage for all hours worked.
4 Thus, Plaintiffs and similarly situated employees were not paid at least the applicable state
5 minimum wage for all hours worked in violation of the Labor Code.

6 78. Labor Code section 226.7 and IWC Wage Order No. 4-2001, section 11(A)
7 require employers to provide employees meal periods of thirty (30) minutes per five (5) hours
8 worked. For the reasons stated above, Plaintiffs and similarly situated employees were not
9 authorized and permitted to take legally compliant meal periods pursuant to California law.
10 Defendants also failed to pay all meal period premiums for its failure to provide meal periods.

11 79. Labor Code section 226.7 and IWC Wage Order No. 5-2001, section 12(A)
12 require employers to provide employees paid off-duty rest periods of ten (10) minutes per four
13 (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiffs and similarly
14 situated employees were not authorized and permitted to take legally compliant rest periods
15 pursuant to California law in violation of the Labor Code. Defendants also failed to pay any rest
16 period premiums for their failure to provide rest periods.

17 80. Pursuant to *Huff v. Securitas Sec. Servs. USA, Inc.*, 23 Cal. App. 5th 745, 761, 233
18 Cal. Rptr. 3d 502, 513 (2018), Plaintiffs seek civil penalties on behalf of the State of California
19 and all aggrieved employees for all violations of the California Labor Code, whether they
20 experienced them personally or not.

21 **DAMAGES**

22 WHEREFORE Plaintiff requests relief as follows:

- 23 1. A jury trial;
- 24 2. For an order certifying the class;
- 25 3. For an order certifying Plaintiffs' counsel as class counsel;
- 26 4. For an order appointing Plaintiffs as class representatives;
- 27 5. For penalties under the California Labor Code according to proof allowed by law;
- 28 6. For compensatory damages, including, but not limited to, unpaid wages, plus

1 interest, according to proof allowed by law;

2 7. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's
3 fees;

4 8. For injunctive relief;

5 9. For an award of prejudgment and post-judgment interest; and

6 10. For an award to Plaintiffs of such other and further relief as the Court deems just and
7 proper.

8
9 Dated: April 25, 2024

Castle Law: California Employment Counsel, PC

10
11 By: 
12 Timothy B. Del Castillo
13 Kent L. Bradbury
14 Attorneys for Plaintiffs and the Class

15
16 **JURY TRIAL DEMAND**

17 Plaintiffs hereby demand a trial by jury.

18
19 Dated: April 25, 2024

Castle Law: California Employment Counsel, PC

20
21 By: 
22 Timothy B. Del Castillo
23 Kent L. Bradbury
24 Attorneys for Plaintiffs and the Class
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27
28