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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

Attorneys for Plaintiff,
Benigno Sias

SUMMONS ISSUED

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

BENIGNO SIAS, an individual, and in his
representative capacity on behalf of the State of
California, and other aggrieved employees,

Case No. C24-00775

COMPLAINT FOR DAMAGES

Plaintiff,

vs.

EN ENGINEERING, LLC, a Delaware limited
liability company, G2 INTEGRATED
SOLUTIONS, LLC, a Texas limited liability
company, and DOES 1-25

DEMAND FOR JURY TRIAL

Defendants.

PLAINTIFF BENIGNO SIAS (“PLAINTIFF”) an individual, and in a representative
capacity on behalf the State of California, other AGGRIEVED EMPLOYEES, defined below,
against DEFENDANT EN ENGINEERING, LLC, a Delaware limited liability company
(“Defendant EN Engineering”), DEFENDANT G2 INTEGRATED SOLUTIONS, LLC, a Texas
limited liability company(“Defendant G2”), and DEFENDANT DOES 1-25 (“DEFENDANTS
DOES”) (“DEFENDANTS”), alleges on information and belief, except for his own acts and
knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings an individual action against DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code seeking recovery of individual damages suffered.

2. PLAINTIFF additionally brings the representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of other current and former AGGRIEVED EMPLOYEES of DEFENDANTS in California for engaging in a pattern and practice of wage and hour violations under the California Labor Code. Plaintiff seeks recovery of all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

4. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to Provide Rest Periods;
- b. Failure to Provide Meal Periods;
- c. Failure to Pay Wages When Due;
- d. Failure to Pay Wages Upon Termination;
- e. Failure to Provide Reimbursement;
- f. Failure to Provide Accurate Payroll Records;
- g. Failure to Provide Accurate Itemized Wage Statements;

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

6. PLAINTIFF BENIGNO SIAS (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Contra Costa County.

1 7. DEFENDANT EN ENGINEERING, LLC, a Delaware limited liability company,
2 registered with the California Secretary of State as file No. 200907510184, that at all relevant times
3 mentioned herein conducted and continues to conduct substantial and regular business throughout
4 California. Under information and belief, Defendant En Engineering LLC acquired G2 Integrated
5 Solutions in 2021.

6 8. DEFENDANT G2 INTEGRATED SOLUTIONS, LLC, a Texas limited liability
7 company, registered with the California Secretary of State as file No. 201711810262, that at all
8 relevant times mentioned herein conducted and continues to conduct substantial and regular
9 business throughout California.

10 9. DEFENDANT DOES 1-25 (“DEFENDANT DOES”) are persons and/or entities that
11 at all relevant times mentioned herein conducted and continue to conduct substantial and regular
12 business throughout California.

13 10. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
14 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
15 associate or otherwise of DEFENDANTS DOES 1 through 25, inclusive, are presently unknown to
16 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
17 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
18 names and capacities of DOES 1 through 50, inclusive, when they are ascertained. PLAINTIFF is
19 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
20 named in this Complaint, including DOES 1 through 25, inclusive (hereinafter “DEFENDANTS”),
21 are responsible in some manner for one or more of the events and happenings that proximately
22 caused the injuries and damages hereinafter alleged.

23 11. DEFENDANTS own, operate, and/or provide engineering consulting and design
24 services.

25 12. DEFENDANTS employed PLAINTIFF between approximately November 2021 and
26 July 2022 and then again between March 2023 and the March 2024 as a Field Technician in the San
27 Francisco Bay Area.

1 13. Plaintiff worked out of DEFENDANTS' yard in Walnut Creek, California, and at all
2 times, was paid on an hourly basis.

3 **III. JOINT EMPLOYER AND PAGA**

4 14. PLAINTIFF brings the representative action in his representative capacity on behalf
5 of the State of California and on behalf of all non-union, non-exempt, individuals paid on an hourly
6 basis who are or previously were employed by DEFENDANTS in California who suffered one or
7 more Labor Code violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter "AGGRIEVED
8 EMPLOYEES") and who worked for DEFENDANTS between January 16, 2023, and the present
9 ("PAGA PERIOD").

10 15. PLAINTIFF is an "AGGRIEVED EMPLOYEE" within the meaning of Labor Code
11 § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged
12 Labor Code violations committed by DEFENDANTS.

13 16. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
14 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
15 and the applicable Industrial Welfare Commission Wage Order.

16 17. The Private Attorney General Act ("PAGA"), permits an aggrieved employee to
17 enforce any provision of the California Labor Code that provides for a civil penalty. *Lab. Code* §
18 2699(a).

19 18. Section 558 of the California Labor Code provides that "any employer *or other*
20 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
21 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
22 Commissions shall be subject to a civil penalty..." (*Lab. Code* § 558(a).)

23 19. Section 1197.1 of the Labor Code provides that "[a]ny employer *or other person*
24 acting either individually or as an officer, agent, or employee of another person, who pays or causes
25 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
26 or by an order of the commission shall be subject to a civil penalty..." (*Lab. Code* § 1197.1(a).)

27 20. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
28 that a corporate employer's owners, officers and directors, are subject to civil penalties for the

1 employer's failure to pay appropriate wages to its employees, and, since liability under either 558
2 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
3 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
4 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
5 Cal.App.4th 1112, 1145-1146.

6 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and
7 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
8 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
9 caused the complaints, injuries, and damages alleged herein.

10 22. At all relevant times, each DEFENDANT, whether named or fictitious, was the
11 agent, employee or other person acting on behalf of each other DEFENDANTS, and, in participating
12 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
13 ratified the acts of the other.

14 23. Each DEFENDANT, whether named or fictitious, exercised control over
15 PLAINTIFF'S wages, working hours, and/or working conditions.

16 24. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
17 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan or
18 policy, and the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS.

19 **IV. JURISDICTION AND VENUE**

20 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure, Section 410.10.

22 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and
24 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in
25 this County, and (ii) committed the wrongful conduct herein alleged in this County against
26 PLAINTIFF.

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1 V. FACTUAL ALLEGATIONS

2 A. Rest Period Violations

3 27. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess
4 of four (4) hours without being provided ten (10) minute rest periods as a result of the nature and
5 constraints of their job duties, commentary from DEFENDANTS' managers and supervisors, and
6 DEFENDANTS' policies and practices.

7 28. PLANITIFF and other AGGRIEVED EMPLOYEES were required to work in excess
8 of eight (8) hours or more, without being provided a second ten (10) minute rest period for the same
9 reasons.

10 29. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED
11 EMPLOYEES to forfeit their rest periods as a result of commentary from DEFENDANTS'
12 managers and supervisors directing employees to "push through" their breaks in order to complete
13 more addresses and thus, more work. Plaintiff's manager encourages employees to consider their
14 drive to the next work site as their rest period. DEFENDANTS actively discouraged and impeded
15 PLAINTIFF and other AGGRIEVED EMPLOYEES from taking 10-minute rest periods.

16 30. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with
17 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES
18 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

19 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
20 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
21 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
22 employee's regular rate of compensation for each workday the rest period is not provided.

23 32. During the entirety of PLAINTIFF'S employment and the PAGA Period,
24 DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest
25 periods without paying them in accordance with Industrial Wage Orders. As a result, PLAINTIFF
26 and other AGGRIEVED EMPLOYEES forfeited their regular wages by working without
27 compensation at the applicable wage and rates. DEFENDANTS had, and may continue to practice,
28 a uniform policy to not pay PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums

1 owed.

2 B. Meal Period Violations

3 33. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
4 work during the meal break during what was supposed to be PLAINTIFF'S and other AGGRIEVED
5 EMPLOYEES' off-duty meal break due to commentary from DEFENDANTS' managers and
6 supervisors, and DEFENDANTS' policies and practices.

7 34. Specifically, DEFENDANTS required and directed PLAINTIFF to forfeit his meal
8 period(s) to complete as many addresses in a day as possible. DEFENDANTS additionally
9 instructed PLAINTIFF to use the time he spent driving to his next assignment as a meal period
10 despite not being relieved of his duties. Again, DEFENDANTS' manager discouraged employees
11 from taking off-duty meal periods and considered the travel time between work sites as employees'
12 breaks, including meal period.

13 35. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
14 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other
15 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
16 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
17 employee's regular rate of compensation. DEFENDANTS required PLAINTIFF and other
18 AGGRIEVED EMPLOYEES to work during the meal break during what was supposed to be off-
19 duty meal break. Further, DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
20 EMPLOYEES with a second off-duty meal period from time to time in which these employees were
21 required by DEFENDANTS to work ten (10) hours of work. PLAINTIFF and the other
22 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and
23 in accordance with DEFENDANTS' strict corporate policy and practice.

24 36. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their meal
25 premiums without compensation at the applicable wage and rates. DEFENDANTS had, and may
26 continue to practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED
27 EMPLOYEES meal periods.

28 37. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other

1 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were
2 not fully relieved of duty for their meal period. PLAINTIFF and other AGGRIEVED EMPLOYEES
3 were required to perform work as ordered by DEFENDANTS. The nature of the work performed
4 by PLAINTIFF and other AGGRIEVED EMPLOYEES does not qualify for limited and narrowly
5 construed “on-duty” meal period exception. PLAINTIFF and other AGGRIEVED EMPLOYEES
6 therefore forfeited meal breaks without additional compensation and in accordance with
7 DEFENDANTS’ policies and practices.

8 C. Violations for Untimely Payment of Wages

9 38. Pursuant to California Labor Code section 204, PLAINTIFF and other
10 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
11 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
12 all wages, including, but not limited to, meal period premium wages, and rest period premium wages
13 within permissible time period and on days designated in advance by the employer as regular
14 paydays.

15 39. To the extent compensation is determined to be owed to other AGGRIEVED
16 EMPLOYEES, whose employment has terminated, DEFENDANTS’ conduct also violates Labor
17 Code §§ 201 and/or 202, and therefore these individuals are also entitled to waiting time penalties
18 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of the other AGGRIEVED
19 EMPLOYEES. DEFENDANTS’ conduct as alleged herein was willful, intentional, and not in good
20 faith. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to seek and recover
21 statutory costs.

22 D. Unreimbursed Business Expenses

23 40. PLAINTIFF and other AGGRIEVED EMPLOYEES used their personal cell phone
24 to perform their work duties. This included communications with supervisors and other employees
25 about project updates, check-ins, instructions, job assignments, and other work-related discussions.
26 These communications were constant and took place every day.

27 41. For portions of PLAINTIFF’S employment, DEFENDANTS did not provide
28 PLAINTIFF and other AGGRIEVED EMPLOYEES with a work phone, nor did DEFENDANTS

1 reimburse PLAINTIFF and other AGGRIEVED EMPLOYEES for use of their personal cell phone.

2 42. DEFENDANTS failed to reimburse PLAINTIFF and other AGGRIEVED
3 EMPLOYEES for personal cell phone use in discharge of their work duties.

4 E. Inaccurate Itemized Wage Statements

5 43. California Labor Code Section 226 requires an employer to furnish its employees an
6 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
7 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
8 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
9 employee and only the last four digits of the employee's social security number or an employee
10 identification number other than a social security number, (8) the name and address of the legal
11 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate by the employee

13 44. During PLAINTIFF'S employment and the PAGA Period, PLAINTIFF and other
14 AGGRIEVED EMPLOYEES were not paid meal and rest period premiums. DEFENDANTS failed
15 to provide PLAINTIFF and other AGGRIEVED EMPLOYEES with complete and accurate wage
16 statements. DEFENDANTS' paystubs failed to show, among other things, the rates of pay for
17 penalty payments or missed meal and rest periods.

18 45. DEFENDANTSS routinely failed to keep, maintain, and store accurate payroll
19 records and provide wage statements that comply with Cal. Lab. Code § 226.

20 46. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
21 DEFENDANTSS' aforementioned violation because they could not promptly and easily determine
22 from the wage statement alone the applicable hourly rate and the corresponding number of hours
23 worked at the applicable hourly rate for this remuneration.

24 47. As a result, DEFENDANTSS issued PLAINTIFF and other AGGRIEVED
25 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTSS'
26 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
27 due to clerical or inadvertent mistake.

1 F. Regular Rate of Pay Violation – Regular, Overtime, Meal and Rest Period Premiums and
2 Sick Pay

3 48. Between November 2021 and July 2022, DEFENDANTS failed to accurately
4 calculate and pay PLAINTIFF for his regular rate of pay, overtime and double time hours worked,
5 meal and rest period premiums, and sick pay. As a result, PLAINTIFF forfeited wages due to him
6 for working overtime without compensation at the correct overtime and double time rates, meal
7 and rest period premiums, and sick pay rates. DEFENDANTS’ uniform policy and practice to not
8 pay PLAINTIFF the correct rate for all overtime, meal and rest period premiums, and sick pay in
9 accordance with applicable law is evidenced by DEFENDANTS’ business records.

10 49. State law provides that employees must be paid overtime at one-and-one-half times
11 their “regular rate of pay.” PLAINTIFF was compensated at an hourly rate plus incentive pay
12 that was tied to specific elements of an employee’s performance. Specifically, PLAINTIFF was
13 eligible for incentive pay based on the total number of addresses completed during the month.

14 50. The second component of PLAINTIFF’s compensation was DEFENDANTS’ non-
15 discretionary incentive program that paid PLAINTIFF incentive wages based on their
16 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
17 paid on an hourly basis with bonus compensation when the employees met the various
18 performance goals set by DEFENDANTS.

19 51. However, when calculating the regular rate of pay, in those pay periods where
20 PLAINTIFF worked overtime, paid meal and rest period premium payments, and/or sick pay,
21 and earned this non-discretionary bonus or incentive, DEFENDANTS failed to accurately include
22 the non-discretionary bonus compensation and/or incentive and/or shift differential paid as part
23 of the employees’ “regular rate of pay” and/or calculated all hours worked rather than just all
24 non-overtime hours worked. As a matter of law, the incentive compensation received by
25 PLAINTIFF must be included in the “regular rate of pay.” The failure to do so has resulting in a
26 systematic underpayment of overtime compensation, meal and rest period premiums, and
27 redeemed sick pay to PLAINTIFF by DEFENDANTS.

1 52. Specifically, California Labor Code Section 246 mandates that paid sick time for
2 non-employees shall be calculated in the same manner as the regular rate of pay for the workweek
3 in which the non-exempt employee uses paid sick time, whether or not the employee actually
4 works overtime in that workweek. DEFENDANTS' conduct, as articulated herein, by failing to
5 include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay
6 compensation was in violation of Cal. Lab. Code § 246 the underpayment of which is recoverable
7 under Cal. Lab. Code Sections 201, 202, 203, and/or 204.

8 53. In violation of the applicable sections of the California Labor Code and the
9 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
10 matter of company policy, practice, and procedure, intentionally and knowingly failed to
11 compensate PLAINTIFF at the correct rate of pay for all overtime and double time worked, meal
12 and rest period premiums, and sick pay. This uniform policy and practice of DEFENDANTS is
13 intended to purposefully avoid the payment of the correct overtime and double time
14 compensation, meal and rest period premiums, and sick pay as required by California law which
15 allowed DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
16 complied with the law.

17 **VI. CAUSES OF ACTION**

18 **FIRST CAUSE OF ACTION**

19 For Failure to Provide Rest Periods
20 (Cal. Lab. Code §§ 226.7 & 512)
21 (PLAINTIFF Against All DEFENDANTS)

22 54. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
23 every allegation set forth above.

24 55. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires
25 DEFENDANTS to provide employees all rest periods specified in the applicable Wage Order. These
26 laws and regulations further entitle employees to be paid one additional hour of pay at their regular
27 rate of compensation for each day of denied rest period.

28 56. PLAINTIFF was required to work in excess hours without being provided ten (10)
minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest periods

1 of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, PLAINTIFF
2 was denied a first and second rest period of at least ten (10) minutes for shifts worked of between
3 six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in lieu thereof.

4 57. As a result of the work schedules and staffing practices by DEFENDANTS,
5 PLAINTIFF was denied their proper rest periods by DEFENDANTS and DEFENDANTS'
6 managers.

7 58. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
8 Wage Order by failing to compensate PLAINTIFF who were not provided a rest period, in
9 accordance with the applicable Wage Order, one additional hour of compensation at each
10 employee's regular rate of pay for each workday that rest period was not provided.

11 59. As a proximate result of the aforementioned violations, PLAINTIFF has been
12 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
13 penalties, expenses and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 For Failure to Provide Required Meal Periods
16 (Cal. Lab. Code §§ 226.7& 512)
(PLAINTIFF Against All DEFENDANTS)

17 60. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
18 every allegation set forth above.

19 61. DEFENDANTS failed to provide all the legally required off-duty meal breaks to
20 PLAINTIFF YEEs as required by the applicable Wage Order and Labor Code. The nature of the
21 work performed by PLAINTIFF did not prevent this employee from being relieved of all of his
22 duties for the legally required off-duty meal periods. As a result of their work schedules and
23 practices by DEFENDANTS, PLAINTIFF was regularly not fully relieved of duty by
24 DEFENDANTS for his meal periods.

25 62. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
26 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
27 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
28 employee's regular rate of pay for each workday that a meal period was not provided.

1 63. As a proximate result of the aforementioned violations, PLAINTIFF has been
2 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
3 penalties, expenses and costs of suit.

4 **THIRD CAUSE OF ACTION**
5 For Failure to Provide Reimbursement
6 (Cal. Lab. Code §§ 2802)
7 (PLAINTIFF Against All DEFENDANTS)

8 64. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
9 every allegation set forth above.

10 65. Pursuant to California Labor Code section 2802, DEFENDANTS are required to
11 indemnify PLAINTIFF for the expenses and losses incurred during the performance of his job
12 duties. The purpose of this statute is to prevent employers from passing their operating expenses on
13 to their employees.

14 66. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
15 PLAINTIFF for necessary business expenditures for use of his personal cell phone in discharge of
16 work duties.

17 67. DEFENDANTS sought to pad their own pockets at the expense of their employees,
18 and instead of compensating their employees for the necessary business costs, the employer passed
19 on its costs to its employees.

20 68. DEFENDANTS intentionally failed to reimburse its employees for the actual
21 expenses incurred and thereby increased its own profits to the detriment of its employees.

22 69. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
23 reasonable attorneys' fees, and costs, and civil and statutory penalties as provided by the Labor Code
24 in an amount to be proven.

25 70. Interest accrues from the date the employee incurred the necessary expenditure or
26 loss.

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71. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

73. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS did not pay PLAINTIFF all earned wages, including regular and/or overtime, on regularly established paydays.

75. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to section 210, for each subsequent failure to pay in compliance with Labor Code section 204, PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

FIFTH CAUSE OF ACTION
For Failure to Provide Accurate, Itemized Wage Statements
(Cal. Lab. Code §§ 226; 226.3; 1174.5)
(PLAINTIFF Against All DEFENDANTS)

1 78. Labor Code section 226 requires DEFENDANTS to provide employees an accurate
2 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
3 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
4 inclusive date of the period for which the employee is paid, (7) the name of the employee and his or
5 her social security number, (8) the name and address of the legal entity that is the employer, and (9)
6 all applicable hourly rates in effect and the corresponding number of hours worked

7 79. DEFENDANTS did not accurately record PLAINTIFF'S wages, off-the-clock work,
8 regular rate of pay, and missed meal and rest breaks. DEFENDANTS failed to provide an accurate
9 wage statement in writing that properly and accurately itemizes all wages, missed meal and rest
10 periods, and reporting time wages owed to PLAINTIFF and thereby also failed to set forth the
11 correct wages earned by the employees.

12 80. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
13 section 226(a) on each and every wage statement that they provided to PLAINTIFF.

14 81. By failing to keep adequate records, as required by Labor Code section 226 and 1174,
15 DEFENDANTS injured PLAINTIFF making it difficult for employees to calculate the minimum
16 wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

17 82. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
18 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

19 **SIXTH CAUSE OF ACTION**

20 For Failure to Pay All Minimum Wages
21 (Cal. Lab. Code § 246, 510, 1194, 1194.2, 1197 & 1197.1, 1198)
22 (PLAINTIFF Against All DEFENDANTS)

23 83. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
24 every allegation set forth above.

25 84. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
26 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
27 failure to accurately calculate and pay minimum wages to PLAINTIFF.

28 85. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
including minimum wage compensation and interest thereon, together with the costs of suit. Cal.

1 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
2 the unpaid minimum wages according to proof at trial.

3 86. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
4 regard to the correct amount of time worked which from time-to-time, included overtime wages.
5 As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
6 intentionally deny payment of wages due to PLAINTIFF for all hours worked at the correct regular
7 rate of pay and therefore did not receive minimum wages and occasionally overtimes wages for all
8 hours worked as required by Cal. Lab. Code § 1197 and 510.

9 87. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
10 without limitation, as a result of implementing a uniform policy and practice that denied accurate
11 compensation to PLAINTIFF in regard to minimum wages.

12 88. In committing these violations of the California Labor Code, DEFENDANTS
13 inaccurately calculated the amount of time worked and consequently underpaid the actual time
14 worked by PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all
15 earned wages, and other benefits in violation of the California Labor Code, the Industrial Welfare
16 Commission requirements and other applicable laws and regulations.

17 89. PLAINTIFF was paid less for time worked than he was entitled to, constituting a
18 failure to pay all earned wages.

19 90. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
20 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
21 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
22 are presently unknown to him, and which will be ascertained according to proof at trial.

23 91. DEFENDANTS knew or should have known that PLAINTIFF was under-
24 compensated for his time worked. DEFENDANTS systematically elected, either through
25 intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of
26 uniform corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic
27 scheme by refusing to pay PLAINTIFF the correct wages for their time worked.

92. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences to him, and with the intent of depriving him of his property and legal rights, and otherwise causing him injury in order to increase company profits at the expense of this employee.

93. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code and/or other applicable statutes.

94. To the extent minimum wage compensation is determined to be owed to PLAINTIFF, whose employment has terminated, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore Plaintiff is also entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.

95. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good faith. Further, PLAINTIFF is entitled to seek and recover statutory costs.

SEVENTH CAUSE OF ACTION

For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)

(PLAINTIFF and AGGRIEVED EMPLOYEES Against All DEFENDANTS)

96. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

97. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE within the meaning of Labor Code section 2699, subdivision (c), on behalf of all other AGGRIEVED EMPLOYEES of DEFENDANTSS, seek the recovery of civil penalties against DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

a. For failing to pay wages when due and payable, in violation of Labor Code sections 204 and 210;

- b. For failing to pay wages upon termination in violation of Labor Code sections 201, 202, 203;
- c. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226.
- d. For failing to maintain accurate payroll records in violation of Labor Code Section 1174.5;
- e. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7; and
- f. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7; and
- g. For failing to reimburse employees for business expenses in violation of Labor Code section 2802.

98. The above-referenced civil penalties shall include the recovery of amounts specified in the applicable sections of the Labor Code, and if not specifically provided, those under section 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802 and 2699, subdivisions (a) and (f).

99. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS, pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

DEMAND FOR RELIEF

WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANTS, jointly and severally, as follows:

1. On behalf of the PLAINTIFF:

A. Compensatory damages, according to proof at trial, including unpaid wages, due to PLAINTIFF plus interest thereon at the statutory rate;

- 1 B. Reimbursement of business expenditures, plus interest;
- 2 C. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
3 applicable IWC Wage Order;
- 4 D. Plaintiff's daily wages plus interest as a penalty from the due date thereof at the
5 same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code
6 § 203;
- 7 E. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
8 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
9 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
10 an award of costs for violation of Cal. Lab. Code § 226.
- 11 F. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
12 unpaid minimum wages according to proof at trial;
- 13 2. On Behalf of the State of California and with respect to AGGRIEVED EMPLOYEES
- 14 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
15 General Act of 2004;
- 16 2. On all claims:
- 17 A. An award of interest, including prejudgment interest at the legal rate;
- 18 B. Such other and further relief as the Court deems just and equitable; and
- 19 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

20

21 DATED: March 22, 2024

Respectfully submitted,

22 **EMRAN LAW**

23

24 By: Harris Emran

25 Harris Emran

26 Attorney for PLAINTIFF and OTHER

27 AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: March 22, 2024

EMRAN LAW

By: 
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES