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FILED
Superior Court of California
County of Los Angeles

04/15/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

CARLOS ZAVALA, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

PASO ROBLES TANK, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 24STCV03493

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

- (1) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE § 226.7, 516, 558);**
- (5) FAILURE TO INDEMNIFY ALL
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802 and 2804);**
- (6) WAGE STATEMENT
VIOLATIONS (LABOR CODE §
226 *et seq.*);**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**

**(9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE
§2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

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1 Plaintiff Carlos Zavala (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint (“Complaint”)
3 against Defendant Paso Robles Tank, Inc., a California corporation and DOES 1 through 100,
4 inclusive (collectively “Defendants”), and on information and belief allege as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2
9 1197, 1198, 2802, 2804, and 2698 *et seq.*; and Industrial Welfare Commission Wage Order No.
10 1 (“Wage Order 1”), in addition to seeking injunctive relief, declaratory relief, and restitution.

11 2. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
12 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits
13 of the Superior Court and will be established according to proof at trial.

14 3. This Court has jurisdiction over Defendants because, upon information and belief,
15 Defendants have sufficient minimum contacts in the State of California, or otherwise intentionally
16 avails itself/themselves to the California market so as to render the exercise of jurisdiction over
17 it/them by the California courts consistent with the traditional notions of fair play and substantial
18 justice.

19 **VENUE**

20 4. Venue as to each Defendant is proper in this judicial district pursuant to California
21 Code of Civil Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions
22 complained of hereon occurred in the County of Los Angeles. Defendants own, maintain offices,
23 transact business, have agent(s) within the County of Los Angeles, and/or otherwise are found
24 within the County of Los Angeles, and Defendants are within the jurisdiction of this Court for
25 purposes of service of process.

26 **PARTIES**

27 5. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
28 Plaintiff was, and currently is, a California resident. During all relevant time times herein and

1 within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
2 was employed by Defendants as a non-exempt employee. Plaintiff was and is a victim of
3 Defendants' policies and/or practices complained of herein, lost money and/or property, and have
4 been deprived of the rights guaranteed by California Business & Professions Code § 17200 *et*
5 *seq.*, Labor Code §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
6 2802, 2804, and 2698 *et seq.*; and Wage Order 1, which sets employment standards for the
7 manufacturing industry.

8 6. Plaintiff is informed and believes, and based thereon alleges that during all
9 relevant times herein continuing to the present, Defendants were (and continue to be) in the
10 business of constructing large-scale carbon steel welded tanks and stainless steel liquid storage
11 tanks in Los Angeles County and other counties throughout California, and employed Plaintiff
12 and other, similarly-situated non-exempt employees within Los Angeles County and the State of
13 California and, therefore, were (and are) doing business in Los Angeles County and the State of
14 California.

15 7. Plaintiff does not know the true names or capacities, whether individual, partner,
16 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
17 defendants are sued under such fictitious names. Plaintiff will seek leave from this Court to amend
18 this Complaint when such true names and capacities are discovered. Plaintiff is informed,
19 believes, and based thereon alleges that each of said fictitious defendants, whether individual,
20 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
21 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
22 unlawful employment practices, wrongs, injuries, and damages complained of herein.

23 8. Plaintiff is informed, believes, and thereon alleges that at all times mentioned
24 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

25 9. At all times mentioned herein, each of said Defendants participated in the doing
26 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
27 Defendants, and each of them, were the agents, servants, and employees of each and every one of
28 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned,

1 were acting within the course and scope of said agency and employment. Defendants, and each
2 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
3 omissions complained of herein.

4 10. At all times mentioned herein, Defendants, and each of them, were members of
5 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
6 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
7 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
8 members of the Classes.

9 **GENERAL FACTUAL ALLEGATIONS**

10 11. Plaintiff was employed by Defendants as a non-exempt welder from
11 approximately 2020 through approximately December 2023.

12 12. Upon information and belief, Plaintiff and other non-exempt employees were
13 asked to download an application to their personal cell phones, ExakTime, in order to clock in
14 and out of their shifts. Upon information and belief, Defendants' timekeeping system recorded
15 hours worked to the minute; however, Defendants' timekeeping system resulted in Plaintiff and
16 other non-exempt employees not being compensated for all hours actually worked, whether by
17 rounding, time-shaving, or otherwise. Specifically, Defendants rounded Plaintiff's timekeeping
18 entries in an uneven manner to a quarter of an hour increment, so that, over a period of time,
19 Plaintiff was deprived of all earned minimum and overtime wages. Upon information and belief,
20 Defendants' timekeeping system regularly, systematically, and impermissibly rounded the hours
21 worked by Plaintiff and non-exempt employees in Defendants' favor, resulting, over a period of
22 time, in the failure to compensate Plaintiff and other non-exempt employees for all hours worked.
23 Moreover, Plaintiff and other non-exempt employees were not compensated for all time spent
24 traveling to various job sites across Southern California, and were also not compensated for all
25 time spent traveling between job sites in the same workday; rather, based upon information and
26 belief, they were only paid for time spent working at the job sites. As a result, Plaintiff and other
27 non-exempt employees were not compensated for all required minimum and overtime wages.

28 13. Defendants failed to provide Plaintiff and other putative class members with all

legally compliant meal periods due to Defendants' meal period policies/practices, which have resulted in missed, late (commencing after the fifth hour of work) and short (less than 30 minutes) first meal periods. Furthermore, Plaintiff often worked shifts in excess of 10.0 hours but was not provided a second meal period, due to Defendants' meal period policies/practices, which failed to provide second meal periods for shifts in excess of 10.0 hours. During at least a portion of the relevant time period, Defendants did not require Plaintiff and other non-exempt employees to record their meal periods. Instead, upon information and belief, Defendants automatically deducted one (1) hour from the total hours worked for each shift worked regardless of whether the employee took a timely, compliant meal period. On those occasions when Plaintiff was not provided with all legally-required meal periods to which he was entitled, Defendants failed to compensate Plaintiff with the required meal period premium for each workday in which he experienced a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code for paying meal period premiums under Labor Code § 226.7.

14. Plaintiff was not authorized and permitted to take all legally compliant rest periods due to Defendants' rest period policies/practices, which fail to authorize and permit an off-duty rest period for every four hours worked, or major fraction thereof. Specifically, due to work demands imposed by Defendants, Plaintiff was regularly prevented from being relieved of all work duties during required rest periods. Moreover, Plaintiff was not authorized and permitted to take a third rest period on shifts in excess of 10.0 hours due to Defendants' rest period policies/practices, which fail to authorize and permit non-exempt employees to take a third rest period on occasions when they worked over 10.0 hours in a workday. On the occasions when Plaintiff was not provided with all legally-compliant rest periods to which he was entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which he experienced a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class period, Defendants maintained no payroll code or other mechanism for the payment of rest period premiums as

required by Labor Code § 226.7 in the event a legally compliant rest period was not provided to their non-exempt employees.

15. Defendants have also failed to reimburse Plaintiff and other non-exempt employees for all necessary business expenses. Specifically, Defendants required Plaintiff and other non-exempt employees to use their personal cellular phones to clock in and out of their work shifts and to communicate with supervisors and foremen, however, Defendants failed to reimburse Plaintiff and other non-exempt employees for the costs associated with their cellular phones. Defendants also required Plaintiff and other non-exempt employees to use their personal vehicles for business purposes, however, Defendants failed to reimburse Plaintiff and other non-exempt employees for mileage incurred. As a result, Defendants have failed to reimburse Plaintiff and other non-exempt employees for expenses incurred in the course of their employment.

16. As a result of Defendants' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Defendants maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendants' failure to pay all minimum and overtime wages, as well as all meal and rest period premium wages, Defendants failed to timely pay Plaintiff and other former non-exempt employees all wages owed at the time of their respective separations from employment.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than 8 hours in a workday and/or 40 hours in a workweek and who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of the Complaint through the present.

b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies/practices, during the four years immediately preceding the filing of the

Complaint through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of the Complaint through the present.

d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of the Complaint through the present.

e. The Expense Reimbursement Class consists of all of Defendants' current and former non-exempt employees in California who used their personal cell phones and/or personal vehicles for business related purposes, during the four years immediately preceding the filing of the Complaint through the present.

f. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Meal Period and/or Rest Period Class, who received a wage statement from Defendants, during the one year immediately preceding the filing of the Complaint through the present.

g. The Waiting Time Class consists of the members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended during the three years immediately preceding the filing of the Complaint through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the classes and subclasses are unknown to Plaintiff at this time; however, it is estimated that the Class Members number greater than fifty (50) individuals as to each Class. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly

1 situated employees, which predominate over questions affecting only individual members
2 including, without limitation to:

- 3 i. Whether Defendants violated the applicable Labor Code provisions including, but
4 not limited to §§ 510 and 1194, by requiring overtime work and not paying for
5 said work according to the overtime laws of the State of California;
- 6 ii. Whether Defendants violated California law by requiring members of the
7 Minimum Wage Class to perform work for Defendants without paying them at
8 least the minimum wage for all hours worked;
- 9 iii. Whether Defendants provided all legally compliant meal periods to members of
10 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 11 iv. Whether Defendants authorized and permitted all legally compliant rest periods to
12 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 13 v. Whether Defendants provided meal and rest period premium payments for non-
14 compliant meal and rest periods;
- 15 vi. Whether Defendants' reimbursement policies/practices failed to reimburse or
16 indemnify Expense Reimbursement Class members for necessary business
17 expenditures, thereby depriving members of the Expense Reimbursement Class of
18 all reimbursements to which they have been entitled as a matter of law;
- 19 vii. Whether Defendants furnished legally compliant wage statements to members of
20 the Wage Statement Class pursuant to Labor Code § 226; and
- 21 viii. Whether Defendants failed to pay members of the Waiting Time Class all of their
22 final wages at the time of separation of employment.

23 20. **Predominance of Common Questions:** Common questions of law and fact
24 predominate over questions that affect only individual members of the Classes. The common
25 questions of law set forth above are numerous and substantial and stem from Defendants' policies
26 and/or practices applicable to each individual class member, such as Defendants' timekeeping
27 and meal and rest period policies/practices, and their failure to provide reimbursement for
28 expenses incurred for work-related purposes. As such, these common questions predominate over

individual questions concerning each individual class members' showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** Plaintiff's claims are typical of the Classes' claims because Defendants employed Plaintiff as a non-exempt employee in California during the statutes of limitation applicable to each cause of action pled in this Complaint. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all overtime and minimum wages for all hours worked, was not provided all meal periods, was not authorized and permitted all rest periods, did not receive premium pay for meal and rest period violations, was furnished with inaccurate and incomplete wage statements, was not paid all wages owed at termination of employment, and did not receive all reimbursements to which he was entitled for necessary business expenses incurred.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by

employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. This cause of action is brought on behalf of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

26. Plaintiff and members of the Overtime Class worked overtime hours for Defendants. At all times relevant herein, Defendants were required to properly compensate hourly non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and IWC Wage Order No. 1. Wage Order 1, § 3 requires an employer to pay an employee “one and one-half (1½) times such employee’s regular rate of pay” for work in excess of 8 hours per work day and/or in excess of 40 hours of work in the workweek. Labor Code § 510 and Wage Order 1, Section 3 also require an employer to pay an employee double the employee’s regular rate of work in excess of 12 hours each workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

1 Defendants caused Plaintiff and the members of the Overtime Class to work in excess of 8 hours
2 in a workday and/or 40 hours in a workweek but did not properly compensate Plaintiff and the
3 members of the Overtime Class at one and one-half times their regular rate of pay for such hours.
4 Defendants also caused Plaintiff and the members of the Overtime Class to work in excess of 12
5 hours in a workday but did not properly compensate Plaintiff and the members of the Overtime
6 Class at double their regular rate of pay for such hours.

7 27. Defendants' policy and practice of requiring overtime work and not paying for all
8 overtime hours worked violates California Labor Code §§ 204, 210, 216, 510, 558, 1194, and
9 1198, and Wage Order 1.

10 28. The foregoing policies and practices are unlawful and create an entitlement to
11 recovery by Plaintiff and members of the Overtime Class in a civil action for the unpaid amount
12 of overtime premiums owing, including interest thereon, statutory penalties, civil penalties,
13 attorneys' fees, and costs of suit according to California Labor Code §§ 204, 210, 510, 558, 1194,
14 1198, and Code of Civil Procedure § 1021.5.

15 **SECOND CAUSE OF ACTION**

16 **MINIMUM WAGE VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

19 30. Wage Order 1, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
20 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorney's fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interests accrued thereon.

25 31. Defendants' policy and practice of not paying all minimum wages violates
26 California Labor Code §§ 204, 210, 216, 558, 1182.12, 1197.1, 1198, and the applicable IWC
27 Wage Order.

28 32. Such a practice and uniform administration of corporate policy regarding illegal

1 employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
2 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
3 liquidated damages, including interest thereon, statutory penalties, civil penalties, attorneys' fees,
4 and costs of suit according to California Labor Code §§ 204, 210, 558, 1194, 1198, and Code of
5 Civil Procedure § 1021.5.

6 **THIRD CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

9 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 failed in their affirmative obligation to provide all of their non-exempt employees in California,
12 including Plaintiff and members of the Meal Period Class, with all legally-compliant meal periods
13 in accordance with the mandates of the California Labor Code and Wage Order 1, § 11. Despite
14 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
15 of the Meal Period Class at their respective regular rates of pay, in accordance with California
16 Labor Code §§ 204, 210, 226.7, and 512.

17 35. As a result, Defendants are responsible for paying premium compensation for meal
18 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 1
19 including interest thereon, statutory penalties, civil penalties, and costs of suit.

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 37. Wage Order 1, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
25 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
26 (4) hour period worked, or major fraction thereof. Despite Defendants' failure to authorize and
27 permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods,
28 Defendants did not pay these individuals an additional hour of pay at their respective regular rate

1 for the rest periods that they failed to authorize and permit them to take, as required by Labor
2 Code § 226.7.

3 38. Defendants' policies and practices described herein are unlawful and create an
4 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
5 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
6 civil penalties, attorneys' fees, and costs of suit according to California Labor Code §§ 226.7,
7 516, 558, and Civil Code §§ 3287(b) and 3289.

8 **FIFTH CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY ALL NECESSARY BUSINESS EXPENDITURES**
10 **(AGAINST ALL DEFENDANTS)**

11 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
13 states that "an employer shall indemnify his or her employees for all necessary expenditures or
14 losses incurred by the employee in direct consequence of the discharge of his or her duties, or his
15 or her obedience to the directions of the employer."

16 41. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
17 states that "any contract or agreement, express or implied, made by any employee to waive the
18 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
19 employee or his personal representative of any right or remedy to which he is entitled under the
20 laws of this State."

21 42. As a proximate result of Defendants' policies and/or practices in violation of Labor
22 Code §§ 2802 and 2804, and Wage Order 1, § 9, Plaintiff and members of the Expense
23 Reimbursement Class were damaged in sums, which will be shown according to proof.

24 43. Plaintiff and members of the Expense Reimbursement Class are entitled to
25 attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

26 44. Pursuant to Labor Code § 2802(b), any action brought for the reimbursement of
27 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
28 Plaintiff and members of the Expense Reimbursement Class are entitled to interest, which shall

1 accrue from the date on which they incurred the necessary expenditures.

2 **SIXTH CAUSE OF ACTION**

3 **WAGE STATEMENT PENALTIES**

4 **(AGAINST ALL DEFENDANTS)**

5 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and members of the Wage Statement Class with accurate and complete, itemized wage statements
9 that included, among other requirements, all hours worked, total gross wages earned, all rates of
10 pay and corresponding number of hours worked, total net wages earned, and the correct name of
11 the legal entity that is the employer in violation of Labor Code § 226 *et seq.*

12 47. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
13 with complete and accurate itemized wage statements resulted in injury, as said failures led to,
14 among other things, the non-payment of all their minimum and overtime wages owed, and meal
15 and rest period premium wages, and deprived them of the information necessary to identify the
16 discrepancies in Defendants' reported data.

17 48. Defendants' failures create an entitlement to recovery by Plaintiff and members of
18 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
19 Code § 226 *et. seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
20 costs of suit according to California Labor Code §§ 226 *et. seq.*

21 **SEVENTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(AGAINST ALL DEFENDANTS)**

24 49. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 50. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
26 an employer to pay all wages immediately at the time of termination of employment in the event
27 the employer discharges the employee or the employee provides at least 72 hours of notice of
28 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her

1 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
2 employee's last date of employment.

3 51. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
4 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
5 termination, including, among other things, all earned minimum and overtime wages and all meal
6 and rest period premiums owed.

7 52. Further, Plaintiff is informed and believes, and based thereon alleges that as a
8 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
9 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
10 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
11 willful within the meaning of Labor Code § 203.

12 53. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
13 Time Class their earned wages upon separation from employment results in a continued payment
14 of wages up to thirty days from the time the wages were due. Therefore, Plaintiff and members
15 of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus
16 reasonable attorneys' fees and costs of suit.

17 **EIGHTH CAUSE OF ACTION**

18 **UNFAIR COMPETITION**

19 **(AGAINST ALL DEFENDANTS)**

20 54. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 55. Defendants have engaged and continue to engage in unfair and/or unlawful
22 business practices in California in violation of California Business and Professions Code § 17200
23 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all earned overtime
24 wages; (b) failing to pay Plaintiff and members of the Minimum Wage Class at least the minimum
25 wage for all hours worked; (c) failing to provide all required meal periods to Plaintiff and
26 members of Meal Period Class, and/or failing to pay them meal period premiums payments; (d)
27 failing to authorize and permit all required duty-free rest periods to Plaintiff and members of the
28 Rest Period Class, and/or failing to pay them rest period premiums payments; (e) failing to

1 reimburse all necessary business expenses to Plaintiff and members of the Expense
2 Reimbursement Class; (f) failing to furnish Plaintiff and members of the Wage Statement Class
3 with accurate and complete wage statements; and (g) failing to pay Plaintiff and members of the
4 Waiting Time Class all wages due at separation of employment.

5 56. Defendants' utilization of these unfair and/or unlawful business practices deprived
6 Plaintiff and continues to deprive members of the Classes of compensation to which they are
7 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
8 over Defendants' competitors who have been and/or are currently employing workers and
9 attempting to do so in honest compliance with applicable wage and hour laws.

10 57. Because Plaintiff was and is a victim of Defendants' unfair and/or unlawful
11 conduct alleged herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks
12 full restitution of monies, as necessary and according to proof, to restore any and all monies
13 withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code
14 §§ 17203 and 17208.

15 58. The acts complained of herein occurred within the last four years immediately
16 preceding the filing of this action.

17 59. Plaintiff was compelled to retain the services of counsel to file this court action to
18 protect his interests and those of the Classes, to obtain restitution, to secure injunctive relief on
19 behalf of Plaintiff and Defendants' current non-exempt employees, and to enforce important
20 rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys'
21 fees and costs, which he is entitled to recover under Code of Civil Procedure § 1021.5.

22 **NINTH CAUSE OF ACTION**

23 **PRIVATE ATTORNEYS GENERAL ACT**

24 **(AGAINST ALL DEFENDANTS)**

25 60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 61. Defendants have committed several Labor Code violations against Plaintiff,
27 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"
28 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved

employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved

employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code § 1174 and 1198.

62. On February 9, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 61 (a)-(i). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

63. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c).

64. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

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1 **PRAYER**

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, jointly and severally, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for compensatory, consequential, general and
8 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for payment of minimum wages, liquidated
10 damages, and penalties according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2
11 1197, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
17 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
- 18 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
19 226 *et seq.*;
- 20 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
21 to Labor Code §§ 201 - 203;
- 22 11. Upon the Eighth Cause of Action, for injunctive relief and restitution to Plaintiff
23 and members of the Classes of all money and/or property unlawfully acquired by Defendants by
24 means of any acts or practices declared by this Court to be in violation of Business and Professions
25 Code § 17200 *et seq.*;
- 26 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
28 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for

each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations identified in Paragraph 61 (a)-(i);

13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code §§ 218.6, 1194(a), 2802(b) and Civil Code §§ 3287 and 3289;

14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§ 226, 1194 *et seq.*, 2802(c), and 2699(g); and Code of Civil Procedure § 1021.5; and

15. For such other and further relief the Court may deem just and proper.

Dated: April 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: April 15, 2024

Respectfully submitted,
HAINES LAW GROUP, APC

By: _____

Paul K. Haines
Attorneys for Plaintiff