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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

FALCAO RIVELINO HERNANDEZ and
SERGIO RODRIGUEZ NAVA, individually
and on behalf of others similarly situated,
and as aggrieved employees and Private
Attorneys General,

Plaintiffs,

vs.

LDI MECHANICAL, INC., a Delaware
corporation doing business in California; and
DOES 1 through 50, inclusive,

Defendant.

Case No.: CVRI2401542

**SECOND AMENDED CLASS ACTION
AND REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 204, 510, 558, 1194, and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7, 512(a), and 558 (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code §§ 226.7, 516, and 558 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800, 2802, and 2804 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Bus. & Professions Code § 17200, et seq.

(10) Violation of Cal. Labor Code §§ 2698
et seq., and 2699, (Private Attorneys
General Act)

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1 Plaintiffs FALCAO RIVELINO HERNANDEZ and SERGIO RODRIGUEZ NAVA
2 (“Plaintiffs”), individually and on behalf of other members of the general public similarly
3 situated, and as private attorneys general, based upon facts that either have evidentiary support or
4 are likely to have evidentiary support after a reasonable opportunity for further investigation and
5 discovery, allege as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs bring this Action against Defendant LDI MECHANICAL, INC. and
8 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) for California
9 Labor Code violations, unfair business practices, and civil penalties stemming from Defendant’s
10 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
11 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
12 accurate wage statements, failure to maintain accurate time and payroll records, failure to
13 reimburse necessary business-related expenses, to pay reporting wages, and failure to pay
14 prevailing wages.

15 2. Plaintiffs’ First through Tenth Causes of Action are brought as a class action on
16 behalf of themselves and similarly situated current and former employees of Defendant
17 (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in
18 paragraph 13, below) pursuant to California Code of Civil Procedure section 382. The monetary
19 damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the
20 Superior Court and will be established according to proof at trial.

21 3. Plaintiffs’ Tenth Cause of Action is brought as a representative action on behalf
22 of themselves and certain other current and former employees of Defendant against whom one or
23 more of the alleged violations was committed (hereinafter collectively referred to as the
24 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiffs are
25 aggrieved employees against whom one or more of the alleged violations occurred. The civil
26 penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
27 will be established according to proof at trial.

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4. The Court has jurisdiction over this Action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this Action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, and/or transacts business in the State of California, County of Riverside.

PARTIES

7. Plaintiffs FALCAO RIVELINO HERNANDEZ and SERGIO RODRIGUEZ NAVA are individuals residing in the State of California.

8. Defendant LDI MECHANICAL, INC. is, and at all times herein mentioned was, a corporation organized and existing under the laws of the State of Delaware and registered to do business in the State of California.

9. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon allege, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged

1 were proximately caused by its conduct. LDI MECHANICAL, INC. and Doe Defendants 1
2 through 50 are collectively referred to herein as “Defendant”.

3 10. Defendant is, and at all times herein mentioned was, (a) conducting business in the
4 County of Riverside, State of California, and (b) the employer of Plaintiffs consistent with the
5 California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

6 11. Plaintiffs further allege that Defendant, directly or indirectly controlled or affected
7 the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the
8 Class, and the Aggrieved Employees so as to make each of said Defendant employers and
9 employers jointly liable under the statutory provisions set forth herein.

10 **CLASS ACTION ALLEGATIONS**

11 12. Plaintiffs bring the First through Tenth Causes of Action as a class action on their
12 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
13 seeks class certification under Code of Civil Procedure section 382.

14 13. The proposed class is defined as follows: All current and former non-exempt
15 employees of Defendant within the State of California at any time commencing four (4) years
16 preceding the filing of Plaintiffs’ complaint up until the time that notice of the certified class
17 action is provided to the class (hereinafter referred to as the “Class” or “Class Members”).

18 14. Plaintiffs reserve the right to establish other subclasses as appropriate.

19 15. The Class is ascertainable and there is a well-defined community of interest in the
20 litigation:

21 a. Numerosity: The Class Members are so numerous that joinder of all Class
22 Members is impracticable. The membership of the entire Class is unknown to
23 Plaintiffs at this time; however, the Class is estimated to be over fifty (50)
24 individuals and the identity of such membership is readily ascertainable by
25 inspection of Defendant’s employment records.

26 b. Typicality: Plaintiffs’ claims are typical of all other Class Members demonstrated
27 herein. Plaintiffs will fairly and adequately protect the interests of the other Class
28 Members with whom they have a well-defined community of interest.

1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class
2 Member, with whom they have a well-defined community of interest and
3 typicality of claims, as demonstrated herein. Plaintiffs have no interest that is
4 antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class
5 counsel, are versed in the rules governing class action discovery, certification, and
6 settlement. Plaintiffs have incurred, and during the pendency of this Action will
7 continue to incur, costs and attorneys' fees, that have been, are, and will be
8 necessarily expended for the prosecution of this action for the substantial benefit
9 of each Class Member.

10 d. Superiority: A class action is superior to other available methods for the fair and
11 efficient adjudication of this litigation because individual joinder of all Class
12 Members is impractical.

13 e. Public Policy Considerations: Certification of this lawsuit as a class action will
14 advance public policy objectives. Employers of this great state violate
15 employment and labor laws every day. Current employees are often afraid to
16 assert their rights out of fear of direct or indirect retaliation. However, class
17 actions provide the Class Members who are not named in the complaint
18 anonymity that allows for the vindication of their rights.

19 16. There are common questions of law and fact as to the Class that predominate over
20 questions affecting only individual members. The following common questions of law or fact,
21 among others, exist as to the members of the Class:

22 a. Whether Defendant's failure to pay wages, without abatement, or reduction, in
23 accordance with the California Labor Code was willful;

24 b. Whether Defendant had a corporate policy and practice of failing to pay Plaintiffs
25 and the other Class Members for all hours worked, and missed, short, late, or
26 interrupted meal periods and rest breaks in violation of California law;

27 c. Whether Defendant required Plaintiffs and the other Class Members to work more
28 than eight (8) hours per day and/or more than forty (40) hours per week and failed

1 to pay the legally required overtime compensation to Plaintiffs and the other Class
2 Members;

3 d. Whether Defendant deprived Plaintiffs and the other Class Members of meal
4 and/or rest periods or required Plaintiffs and the other Class Members to work
5 during meal and/or rest periods without compensation;

6 e. Whether Defendant failed to pay meal period premium wages to Class Members
7 when they were not provided with a legally compliant meal period;

8 f. Whether Defendant failed to pay rest period premium wages to Class Members
9 when they were not authorized and permitted to take legally compliant rest
10 periods;

11 g. Whether Defendant failed to pay minimum wages to Plaintiffs and the other Class
12 Members for all hours worked;

13 h. Whether Defendant failed to pay Plaintiffs and the other Class Members the
14 required minimum wage pursuant to California law;

15 i. Whether Defendant failed to pay Plaintiffs and the other Class Members proper
16 overtime compensation pursuant to California law;

17 j. Whether Defendant failed to pay all wages due to Plaintiffs and the other Class
18 Members within the time required upon their discharge or resignation from
19 employment;

20 k. Whether Defendant failed to reimburse Plaintiffs and the other Class Members
21 for all necessary business-related expenses and costs in violation of California
22 Labor Code section 2802;

23 l. Whether Defendant failed to pay reporting time wages in violation of the
24 applicable IWC Wage Order;

25 m. Whether Defendant unlawfully failed to pay prevailing wage for work performed
26 on public works projects in violation of Labor Code sections 1771, 1774, and
27 1815;

28 n. Whether Defendant failed to timely pay all wages due to Plaintiffs and the other

Class Members during their employment;

- o. Whether Defendant complied with wage reporting as required by the California Labor Code, including section 226;
- p. Whether Defendant's conduct was with malice, fraud, or oppression;
- q. Whether Defendant's conduct was willful or reckless;
- r. Whether Defendant engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on its improper withholding of compensation and deduction of wages;
- s. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendant's violation of California law; and
- t. Whether Plaintiffs and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendant is a full-service heating and air company committed to providing quality services and products to its customers.

18. Defendant employed Plaintiff FALCAO RIVELINO HERNANDEZ to work as an Installer from approximately September 2022 to approximately November 3, 2023. Plaintiff SERGIO RODRIGUES NAVA has been employed by Defendant as a "Lead Man" (or similarly titled position) since approximately 2001.

19. At all relevant times set forth herein, Defendant employed Plaintiffs, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendant had the authority to hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of Plaintiffs, the Class, and the Aggrieved Employees.

21. At all times herein mentioned, Defendant was subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

1 22. Plaintiffs are informed and believe, and thereon allege that Defendant engaged in
2 an ongoing and systematic scheme of wage abuse against its hourly-paid or non-exempt
3 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
4 Plaintiffs, the Class, and the Aggrieved Employees to work off-the-clock without compensation,
5 thereby failing to pay them for all hours worked, including minimum and overtime wages.
6 Defendant also implemented policies that prohibited Plaintiffs, the Class, and the Aggrieved
7 Employees from accurately recording the actual time worked, resulting in a failure to pay
8 Plaintiffs, the Class, and the Aggrieved Employees all wages owed. In addition, Defendant
9 routinely failed to permit Plaintiffs, the Class, and the Aggrieved Employees to take timely and
10 duty-free meal periods and rest periods in violation of California law. Defendant also failed to
11 reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related
12 expenses, failed to pay reporting wages, and failed to pay prevailing wages.

13 23. Throughout the time period involved in this case, Defendant has implemented
14 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees
15 with timely and duty-free meal periods. Defendant routinely failed to relieve Plaintiffs, the Class,
16 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
17 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,
18 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable
19 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,
20 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
21 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
22 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
23 (10) hours. Defendant also failed to maintain accurate records of meal periods taken by Plaintiffs,
24 the Class, and the Aggrieved Employees.

25 24. Throughout the time period involved in this case, Defendant did not adequately
26 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods
27 under California law. Moreover, Defendant systematically disregarded its own written policies
28 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved

1 Employees. Instead, Defendant's actual policy and practice was to schedule Plaintiffs, the Class,
2 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
3 meal periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through
4 their meal periods, for which they were not compensated. Additionally, Defendant has also failed
5 to provide Plaintiffs, the Class, and Aggrieved Employees with any second meal periods, even
6 though Plaintiffs, the Class, and Aggrieved Employees frequently worked shifts in excess of 10.0
7 hours.

8 25. Throughout the time period involved in this case, Defendant failed to pay
9 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were
10 missed, late, interrupted, or shortened in violation of California law. Defendant knew or should
11 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
12 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
13 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant
14 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class, and the
15 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiffs, the
16 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
17 short, late, and/or interrupted.

18 26. Throughout the time period involved in this case, Defendant has implemented
19 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
20 taking timely and duty-free rest periods. Defendant regularly failed to provide, authorize, and
21 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
22 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
23 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
24 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
25 work period.

26 27. Throughout the time period involved in this case, Defendant did not adequately
27 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
28 California law. Moreover, Defendant systematically disregarded its own written policies

1 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
2 Employees. Instead, Defendant's actual policy and practice was to schedule Plaintiffs, the Class,
3 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
4 duty-free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees
5 to work through their rest periods.

6 28. Throughout the time period involved in this case, Defendant failed to pay
7 Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were
8 missed, late, interrupted, or shortened in violation of California law. Defendant knew or should
9 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
10 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
11 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendant routinely
12 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-
13 free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the
14 Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late, and/or
15 interrupted.

16 29. Throughout the time period involved in this case, Defendant regularly required
17 Plaintiffs, the Class, and the Aggrieved Employees to perform work off-the-clock. Although
18 Defendant prohibited overtime, Defendant still regularly required that Plaintiffs, the Class, and
19 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiffs, the Class,
20 and the Aggrieved Employees were regularly required to perform work off-the-clock for which
21 they were not compensated.

22 30. Throughout the time period involved in this case, Defendant implemented policies
23 that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the
24 actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved
25 Employees all wages owed.

26 31. Throughout the time period involved in this case, Plaintiffs, the Class, and the
27 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
28 week.

1 32. Throughout the time period involved in this case, Defendant regularly failed to
2 pay all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when
3 they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single
4 work week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a
5 single work week. Defendant knew or should have known that Plaintiffs, the Class, and the
6 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
7 they were not receiving wages for overtime compensation.

8 33. Throughout the time period involved in this case, Defendant failed to pay overtime
9 to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked based on
10 regular rates of pay correctly calculated to include all applicable remuneration.

11 34. Throughout the time period involved in this case, Defendant regularly failed to
12 pay Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours
13 worked. Defendant knew or should have known that Plaintiffs, the Class, and the Aggrieved
14 Employees were entitled to receive at least minimum wages for all hours worked and that they
15 were not receiving at least minimum wages for all hours worked. Defendant's failure to pay
16 minimum wages included, *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved
17 Employees at the required minimum wage pursuant to California law, requiring Plaintiffs, the
18 Class, and the Aggrieved Employees to perform work off-the-clock that resulted in the systematic
19 underpayment of wages to Plaintiffs, the Class, and the Aggrieved Employees.

20 35. Additionally, upon information and belief, Defendant rounded and/or time-shaved
21 Plaintiffs', the Class, and Aggrieved Employees' hours in quarter increments, which resulted in
22 Plaintiffs, the Class, and Aggrieved Employees not being compensated for all hours actually
23 worked. *See Camp v. Home Depot U.S.A., Inc.*, (2022) 84 Cal.App.5th 638, 654 ("[I]f an
24 employer, as in this case, can capture and has captured the exact amount of time an employee has
25 worked during a shift, the employer must pay the employee for "all the time" worked."). As a
26 result, Plaintiffs, the Class, and Aggrieved Employees were not compensated for all earned
27 minimum and overtime wages.

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1 36. Throughout the time period involved in this case, Defendant regularly failed to
2 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge
3 or resignation. Defendant knew or should have known that Plaintiffs, the Class, and the Aggrieved
4 Employees were entitled to receive all wages owed to them upon termination within the time
5 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved
6 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
7 including overtime compensation and minimum wages within any time permissible under
8 California Labor Code section 202.

9 37. Throughout the time period involved in this case, Defendant regularly failed to
10 pay Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible
11 under California law, including, *inter alia*, California Labor Code section 204. Defendant knew
12 or should have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to
13 receive all wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved
14 Employees did not receive payment of all wages, including overtime compensation, minimum
15 wages, and meal and rest period premiums.

16 38. Throughout the time period involved in this case, Defendant regularly failed to
17 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved
18 Employees. Defendant knew or should have known that Plaintiffs, the Class, and the Aggrieved
19 Employees were entitled to receive complete and accurate wage statements in accordance with
20 California law, but, in fact, they did not receive complete and accurate wage statements from
21 Defendant. The deficiencies included, *inter alia*, the failure to include the total number of hours
22 worked, the actual gross wages earned, the correct rates of pay, and the name and address of the
23 legal entity of the employer.

24 39. Throughout the time period involved in this case, Defendant regularly failed to
25 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
26 Defendant knew or should have known that Defendant was required to keep complete and
27 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance
28 with California law, but, in fact, did not keep complete and accurate payroll records.

1 40. Throughout the time period involved in this case, Defendant regularly failed to
2 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work
3 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

4 41. Throughout the time period involved in this case, Defendant failed to reimburse
5 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,
6 including but not limited to the use of personal cell phones for work-related reasons, purchasing
7 construction tools and clothing, and requiring the use of personal vehicles without being
8 reimbursed for mileage. Defendant knew or should have known that Defendant was required to
9 reimburse Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related
10 expenses and costs, but, in fact, failed to do so in violation of California law.

11 42. Throughout the time period involved in this case, Plaintiffs, the Class, and the
12 Aggrieved Employees were sometimes required by Defendant to report for work and did report
13 for work, but were either not to put to work or were furnished with less than half of their usual or
14 scheduled day's work. On such occasions, Defendant failed to pay Plaintiffs, the Class, and the
15 Aggrieved Employees required reporting time wages for half their usual or scheduled day's work.

16 43. Throughout the time period involved in this case, Plaintiffs, the Class, and the
17 Aggrieved Employees were required to perform work on public works projects as defined by
18 Labor Code section 1720. Despite the fact that Plaintiffs, the Class, and the Aggrieved Employees
19 were deemed to be employed on public works projects pursuant to Labor Code section 1772,
20 Defendant failed to pay employees the correct general prevailing wage rate for work performed
21 on such projects.

22 44. Throughout the time period involved in this case, Defendant knew or should have
23 known that it had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees
24 pursuant to California law. Defendant had the financial ability to pay such compensation, but
25 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the
26 Class, and the Aggrieved Employees that it paid all wages owed to them, all in order to increase
27 Defendant's profits.

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45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

46. On approximately April 25, 2024, plaintiff SERGIO RODRIGUEZ NAVA submitted a written personnel and payroll records request to Defendant. Defendant failed to respond to the records request within 21 calendar days from the date of the request, in violation of Labor Code § 226(c).

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against Defendant)

47. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

48. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

49. Specifically, the applicable IWC Wage Order provides that Defendant is and was required to pay Plaintiffs and the other Class Members employed by Defendant, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendant is and was required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

51. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of

work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

52. During the relevant time period, Plaintiffs and the other Class Members regularly worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

53. During the relevant time period, Defendant intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other Class Members.

54. Defendant's failure to pay Plaintiffs and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

55. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against Defendant)

56. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

57. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by Defendant.

58. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

59. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the

1 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
2 both the employer and employee.

3 60. At all relevant times, California Labor Code section 512(a) further provides that
4 an employer may not require, cause or permit an employee to work for a work period of more
5 than ten (10) hours per day without providing the employee with a second uninterrupted meal
6 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
7 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
8 the employee only if the first meal period was not waived.

9 61. During the relevant time period, Plaintiffs and the other Class Members who were
10 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
11 legally mandated meal periods by mutual consent, were required to work for periods longer than
12 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

13 62. During the relevant time period, Plaintiffs and the other Class Members who were
14 scheduled to work for a period of time in excess of ten (10) hours were required to work for
15 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
16 thirty (30) minutes.

17 63. During the relevant time period, Defendant intentionally and willfully required
18 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
19 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
20 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

21 64. During the relevant time period, Defendant failed to pay Plaintiffs and the other
22 Class Members the full meal period premiums due pursuant to California Labor Code section
23 226.7.

24 65. Defendant's conduct violates the applicable IWC Wage Order and California
25 Labor Code sections 226.7 and 512(a).

26 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendant one
28

1 additional hour of pay at the employee's regular rate of compensation for each workday that the
2 meal period was not provided.

3 **THIRD CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226.7)**

5 **(Against Defendant)**

6 67. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
7 every allegation set forth above.

8 68. At all times herein set forth, the applicable IWC Wage Order and California Labor
9 Code section 226.7 were applicable to Plaintiffs' and the other Class Members' employment by
10 Defendant.

11 69. At all relevant times, California Labor Code section 226.7 provides that no
12 employer shall require an employee to work during any rest period mandated by an applicable
13 order of the California IWC.

14 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very
15 employer shall authorize and permit all employees to take rest periods, which insofar as
16 practicable shall be in the middle of each work period" and that the "rest period time shall be
17 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
18 hours or major fraction thereof unless the total daily work time is less than three and one-half
19 (3.5) hours."

20 71. During the relevant time period, Defendant required Plaintiffs and other Class
21 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
22 period per each four (4) hour period worked.

23 72. During the relevant time period, Defendant willfully required Plaintiffs and the
24 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
25 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
26 Members to take uninterrupted, duty-free rest breaks.

27 73. During the relevant time period, Defendant failed to pay Plaintiffs and the other
28 Class Members the full rest period premium due pursuant to California Labor Code section 226.7

for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and other Class Members from taking uninterrupted rest periods.

74. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

75. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendant one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against Defendant)

76. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

77. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

78. During the relevant time period, Defendant regularly failed to pay minimum wage to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

79. Defendant's failure to pay Plaintiffs and the other Class Members the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

80. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201, 202, 203)**

3 **(Against Defendant)**

4 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 82. At all relevant times herein set forth, California Labor Code sections 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and if an employee quits his or her employment, his
9 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
10 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
11 the employee is entitled to his or her wages at the time of quitting.

12 83. During the relevant time period, the employment of Plaintiffs and many other
13 Class Members with Defendant ended, *i.e.* was terminated by quitting or discharge. Defendant
14 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
15 employed by Defendant all of their wages, earned and unpaid, including but not limited to
16 minimum wages, straight time wages, and overtime wages within seventy-two (72) hours of their
17 leaving Defendant's employ.

18 84. Defendant's failure to pay Plaintiffs and other Class Members who are no longer
19 employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their
20 leaving Defendant's employ, is in violation of California Labor Code sections 201 and 202.

21 85. California Labor Code section 203 provides that if an employer willfully fails to
22 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
23 continue as a penalty from the due date thereof at the same rate until paid or until an action is
24 commenced; but the wages shall not continue for more than thirty (30) days.

25 86. Plaintiffs and other Class Members who are no longer employed by Defendant is
26 entitled to recover from Defendant the statutory penalty wages for each day they were not paid,
27 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 204 and 210)**

3 **(Against Defendant)**

4 87. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 88. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
8 calendar month, other than those wages due upon termination of an employee, are due and payable
9 between the 16th and 26th day of the month during which the labor was performed.

10 89. At all times herein set forth, California Labor Code section 204 provides that all
11 wages earned by any person in any employment between the 16th and the last day, inclusive, of
12 any calendar month, other than those wages due upon termination of an employee, are due and
13 payable between the 1st and the 10th day of the following month.

14 90. At all times herein set forth, California Labor Code section 204 provides that all
15 wages earned for labor in excess of the normal work period shall be paid no later than the payday
16 for the next regular payroll period.

17 91. During the relevant time period, Defendant intentionally and willfully failed to pay
18 Plaintiffs and other Class Members all wages due to them, within any time period permissible
19 under California Labor Code section 204.

20 92. Plaintiffs and other Class Members are entitled to recover all available remedies
21 for Defendant's violations of California Labor Code section 204, including statutory penalties
22 pursuant to Labor Code section 210(b).

23 **SEVENTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 226(a))**

25 **(Against Defendant)**

26 93. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.

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1 94. At all material times set forth herein, California Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
7 of the period for which the employee is paid, (7) the name of the employee and his or her social
8 security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee. The deductions made from payments of wages shall
11 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
12 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
13 least three years at the place of employment or at a central location within the State of California.

14 95. Defendant intentionally and willfully failed to provide Plaintiffs and the Class with
15 complete and accurate wage statements. The deficiencies include, but are not limited to, the
16 failure list the total number of hours worked, the actual gross wages earned, the correct rates of
17 pay, and the name and address of the legal entity of the employer.

18 96. Because of Defendant's violation of California Labor Code section 226(a),
19 Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

20 97. More specifically, Plaintiffs and the Class have been injured by Defendant's
21 intentional and willful violation of California Labor Code section 226(a) because they were
22 denied both their legal right to receive, and their protected interest in receiving, accurate and
23 itemized wage statements pursuant to California Labor Code section 226(a).

24 98. Plaintiffs and the Class are entitled to recover from Defendant the greater of their
25 actual damages caused by Defendant's failure to comply with California Labor Code section
26 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

27 99. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
28 with this section, pursuant to California Labor Code section 226(g).

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802)**

3 **(Against Defendant)**

4 100. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 101. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employee for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her job duties or in direct consequence of his or her job
9 duties or in direct consequence of his or her obedience to the directions of the employer.

10 102. Plaintiffs and the Class incurred necessary business-related expenses and costs that
11 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary
12 business-related expenses and costs included its failure to reimburse Plaintiffs and the Class for
13 costs incurred as a result of, including but not limited to, simple negligence.

14 103. Defendant intentionally and willfully failed to reimburse Plaintiffs and the Class
15 for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
16 recover from Defendant their business-related expenses and costs incurred during the course and
17 scope of their employment, plus interest accrued from the date on which the employee incurred
18 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

19 **NINTH CAUSE OF ACTION**

20 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

21 **(Against Defendant)**

22 104. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
23 every allegation set forth above.

24 105. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
25 unlawful, and harmful to Plaintiffs and the Class, to the general public, and Defendant's
26 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
27 within the meaning of Code of Civil Procedure section 1021.5.

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1 106. Defendant's activities as alleged herein are violations of California law, and
2 constitute unlawful business acts and practices in violation of California Business & Professions
3 Code section 17200, *et seq.*

4 107. A violation of California Business & Professions Code section 17200, *et seq.* may
5 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
6 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
7 paying them proper compensation violate California Labor Code sections 510 and 1198.
8 Additionally, Defendant's policies and practices of requiring employees, including Plaintiffs and
9 the Class, to work through their meal and rest periods without paying them proper compensation
10 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
11 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
12 sections 201, 202, 203, and 204.

13 108. Defendant also violated California Labor Code sections 221, 226(a), 510, 1174(d),
14 1194, 1197, 1197.1, 2800, and 2802.

15 109. As a result of the herein described violations of California law, Defendant
16 unlawfully gained an unfair advantage over other businesses.

17 110. Plaintiffs and the Class have been personally injured by Defendant's unlawful
18 business acts and practices as alleged herein, including but not necessarily limited to the loss of
19 money and/or property.

20 111. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
21 Plaintiffs and the Class are entitled to restitution of the wages withheld and retained by Defendant
22 during a period that commences four years prior to the filing of this Complaint; an award of
23 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
24 laws; and an award of costs.

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1 **TENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, Et Seq.)**

3 **(Against Defendant)**

4 112. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 113. Plaintiffs bring their tenth cause of action as a representative action on behalf of
7 themselves and similarly Aggrieved Employees in the capacity as a private attorney general
8 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
9 *seq.* (“PAGA”).

10 114. PAGA specifically provides for a private right of action to recover civil penalties
11 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
15 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
16 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
17 2699(a).

18 115. Plaintiffs were employed by Defendant and the Labor Code violations alleged
19 above were committed against them during their time of employment. Plaintiffs are therefore,
20 “aggrieved employees” under PAGA.

21 116. As set forth in detail above, during all times relevant to this Action, Defendant
22 has routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor
23 Codes by:

24 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
25 compensation in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1198 *et*
26 *seq.*

27 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
28 compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198 *et seq.*

- c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved Employees, and failing to pay Plaintiffs and the Aggrieved Employees an additional hour of premium pay for meal period violations in violation of Labor Code §§ 226.7, 512, and 558.
- d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7, 516, and 558.
- e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code §§ 201-203.
- f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.
- g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226 *et seq.*
- h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code §§ 558 and 1174(d) and the applicable IWC Wage Order.
- i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800, 2802, and 2804.
- j. Failing to pay reporting time wages to Plaintiffs and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.
- k. Failing to pay proper prevailing wages to Plaintiffs and Aggrieved Employees for work performed on public works projects in violation of Labor Code §§ 1771, 1774, and 1815.

117. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs, individually and on behalf of the Aggrieved Employees and the State of California, request and are entitled to recover penalties against Defendant for the Labor Code violations described above,

1 including but not limited to penalties under California Code of Regulations Title 8 section 11040
2 and 11160 penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5,
3 and 1197.1, and any and all additional penalties and sums as provided by the California Labor
4 Code and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to
5 be shown according to proof at trial.

6 118. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code §
7 2699.3. On March 22, 2024, Plaintiff FALCAO RIVELINO HERNANDEZ, through his counsel
8 of record, by online filing with the Labor and Workforce Development Agency (“LWDA”) and
9 by certified mail to the Defendant, notified Defendant and the LWDA of the specific provisions
10 of the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and
11 theories to support the violations, and of Plaintiff FALCAO RIVELINO HERNANDEZ’s intent
12 to bring a claim for civil penalties under PAGA. On June 7, 2024, Plaintiff SERGIO
13 RODRIGUEZ NAVA, through his counsel of record, by online filing with the LWDA and by
14 certified mail to the Defendant, notified Defendant and the LWDA of the specific provisions of
15 the Labor Code and IWC Wage Orders that Defendant has violated, including the facts and
16 theories to support the violations, and of Plaintiff SERGIO RODRIGUEZ NAVA’s intent to bring
17 a claim for civil penalties under PAGA. Plaintiffs also paid the filing fee required under Labor
18 Code § 2699.3. As of the filing of this Complaint, more than sixty-five (65) days have elapsed
19 since the mailing of Plaintiffs’ notices, and the LWDA has not indicated that it intends to
20 investigate the violations discussed in the notices. Accordingly, Plaintiffs may commence a civil
21 action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor
22 Code § 2699.3.

23 119. Plaintiffs were compelled to retain the services of counsel to file this court action
24 to protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties
25 owed by Defendant. Plaintiffs therefore seek an award of reasonable attorneys’ fees and costs
26 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

27 120. Plaintiffs may amend this complaint as a matter of right pursuant to California
28 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods

specified in Labor Code § 2699.3.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general public similarly situated, and as private attorneys general, pray for relief and judgment against Defendant, jointly and severally, as follows:

Class Certification

1. That this Action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendant provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all Class Members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the Class;
11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at

each employee's regular rate of compensation for each workday that a meal period was not provided;

12. For all actual, consequential, and incidental losses and damages, according to proof;

13. For premium wages pursuant to California Labor Code section 226.7;

14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

15. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Third Cause of Action

17. That the Court declare, adjudge, and decree that Defendant violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiffs and the Class;

18. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

19. For all actual, consequential, and incidental losses and damages, according to proof;

20. For premium wages pursuant to California Labor Code section 226.7;

21. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge, and decree that Defendant violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the Class;

24. For general unpaid wages and such general and special damages as may be appropriate;

1 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
2 Plaintiffs and the Class in the amount as may be established according to proof at trial;

3 26. For pre-judgment interest on any unpaid compensation from the date such amounts
4 were due;

5 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 California Labor Code section 1194(a);

7 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

8 29. For such other and further relief as the Court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 30. That the Court declare, adjudge, and decree that Defendant violated California
11 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
12 time of termination of the employment of Plaintiffs and other Class Members no longer employed
13 by Defendant;

14 31. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 32. For statutory wage penalties pursuant to California Labor Code section 203 for
17 Plaintiffs and other Class Members who have left Defendant's employ;

18 33. For pre-judgment interest on any unpaid compensation from the date such amounts
19 were due; and

20 34. For such other and further relief as the Court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 35. That the Court declare, adjudge, and decree that Defendant violated California
23 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
24 California Labor Code section 204 to Plaintiffs and the Class;

25 36. For statutory penalties pursuant to California Labor Code section 210; and

26 37. For such other and further relief as the Court deems just and proper.

27 **As to the Seventh Cause of Action**

28 38. That the Court declare, adjudge, and decree that Defendant violated the record

1 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
2 to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements
3 thereto;

4 39. For actual, consequential and incidental losses and damages, according to proof;

5 40. For statutory penalties pursuant to California Labor Code section 226(e); and

6 41. For such other and further relief as the Court may deem just and proper.

7 **As to the Eighth Cause of Action**

8 42. That the Court declare, adjudge, and decree that Defendant violated California
9 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for
10 all necessary business-related expenses as required by California Labor Code sections 2800 and
11 2802;

12 43. For actual, consequential and incidental losses and damages, according to proof;

13 44. For the imposition of civil penalties and/or statutory penalties;

14 45. For reasonable attorneys' fees and costs of suit incurred herein; and

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

16 **As to the Ninth Cause of Action**

17 47. That the Court declare, adjudge, and decree that Defendant violated California
18 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the
19 Class all overtime compensation due to them, failing to provide all meal and rest periods to
20 Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing
21 to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code
22 section 201, 202, and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800,
23 and 2802;

24 48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment
25 interest from the day such amounts were due and payable;

26 49. For the appointment of a receiver to receive, manage and distribute any and all
27 funds disgorged from Defendant and determined to have been wrongfully acquired by Defendant
28 as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

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

As to the Tenth Cause of Action

53.	For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;
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54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

55. For such other relief as the Court deems just and proper.

Dated: May 27, 2025

PROTECTION LAW GROUP, LLP

By:

Carlos Jimenez
Jeffrey Jimenez
Stephanie Papayanis
Attorneys for Plaintiffs
FALCAO RIVELINO HERNANDEZ AND
SERGIO RODRIGUES NAVA

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Dated: May 27, 2025

By:

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