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individually and on behalf of all others similarly situated

**IN THE SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF RIVERSIDE**

STEVEN QUIRINO, individually and on behalf  
of all others similarly situated,

Plaintiff(s),

v.

CORE & MAIN, LP; and DOES 1 through 100,

Defendant(s).

Case No. **CVRI 2403855**

**COMPLAINT**

1. **Failure to Provide Compliant Meal Periods**
2. **Failure to Provide Compliant Rest Periods**
3. **Wage Statement Penalties**
4. **Waiting Time Penalties**
5. **Violation of Unfair Competition Law**
6. **Private Attorneys General Act**

**RELEVANT PARTIES**

1. Plaintiff STEVEN QUIRINO ("Plaintiff") is an adult resident of Riverside County, California, and was at all times relevant residing in Riverside County, California.

2. Defendant CORE & MAIN, LP ("Defendant") is a California corporation with its principal place of business located in Riverside County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1  
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such  
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true  
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is  
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously  
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged  
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant  
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in Riverside County because the acts and omissions that give  
11 rise to Plaintiff’s claims took place in Riverside County, and Defendants transact substantial  
12 business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as  
14 alleged herein occurred in Riverside County, California and Plaintiff suffered damages from such  
15 conduct within Riverside County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from 12/19/2022 to 1/23/2024.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were  
20 regularly missed, late or short because of understaffing.

21 9. Despite not being provided with compliant meal breaks, Defendant did not pay premium pay  
22 for these missed breaks at Plaintiff’s regular rate of pay.

23 10. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were  
24 regularly missed because employees were not allowed to take it until January 8, 2024.

25 11. However, even then, plaintiff was required to remain on call and generally on duty during  
26 his rest breaks.

27 12. Despite not being provided with compliant rest breaks, Defendant did not pay premium pay  
28 for these missed breaks at Plaintiff’s regular rate of pay.

1 13. Defendants failed to provide Plaintiff with accurate wage statements because the wage  
2 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among  
3 other things.

4 14. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it  
5 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as  
6 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

7 **PAGA ALLEGATIONS**

8 15. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides  
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency  
10 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil  
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former  
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 16. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action  
14 under PAGA after the following requirement have been met:

15 17. The aggrieved employee has provided written notice by online filing to the LWDA and by  
16 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the  
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged  
18 violations; and

19 18. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the  
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's  
21 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within  
22 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may  
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition  
24 to any other penalties to which the employee may be entitled.

25 19. On 3/19/24, Plaintiff provided written notice by online filing to the LWDA and by certified  
26 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by  
27 Defendants, including the facts and theories to support the alleged violations.

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1 20. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written  
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks  
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 21. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current  
5 and former, who were employed by Defendants within one year prior to 3/19/24, through final  
6 disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 22. Plaintiff incorporates by reference the paragraphs above.

11 23. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an  
12 employee for a work period of more than five hours per day without providing the employee with a  
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day  
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 24. An employer provides compliant meal breaks to its employees “if it relieves its employees  
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to  
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th  
18 1004, 1040 (2012)).

19 25. Not only must an employer affirmatively relieve its employees of all duty during their meal  
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.  
21 (*Brinker*, supra).

22 26. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 27. For each day that Defendants failed to provide Plaintiff with a compliant meal break,  
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is  
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,  
26 11 Cal. 5th 858 (2021)).

27 28. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal  
28 break was missed.

1 29. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,  
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 30. Plaintiff incorporates by reference the paragraphs above.

7 31. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit  
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net  
9 per four hours or major fraction thereof.

10 32. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and  
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.  
12 5th 257, 269 (2016)).

13 33. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 34. For each day that Defendants failed to provide Plaintiff with a compliant rest break,  
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is  
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,  
17 11 Cal. 5th 858 (2021)).

18 35. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest  
19 break was missed.

20 36. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,  
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Wage Statement Penalties**

24 **By Plaintiff Against All Defendants**

25 37. Plaintiff incorporates by reference the paragraphs above.

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1 38. Labor Code section 226(a) requires employers to provide itemized wage statements to its  
2 employees that identify accurate information regarding their compensation. Defendants, as a matter  
3 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage  
4 statements to Plaintiff in violation of Labor Code section 226(a).

5 39. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate  
6 and incomplete.

7 40. Defendants knowingly and intentionally issued wage statements that were inaccurate and  
8 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to  
9 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

10 41. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and  
11 costs.

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

##### 13 **Waiting Time Penalties**

##### 14 **By Plaintiff Against All Defendants**

15 42. Plaintiff incorporates by reference the paragraphs above.

16 43. Labor Code sections 201 and 202 require that an employer provide an employee with all  
17 wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the  
18 employee's resignation.

19 44. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in  
20 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a  
21 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed  
22 thirty days.

23 45. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the  
24 conclusion of employment.

25 46. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,  
26 and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Violation of Unfair Competition Law**

3 **By Plaintiff Against All Defendants**

4 47. Plaintiff incorporates by reference the paragraphs above.

5 48. Defendants' conduct described herein constitutes unfair competition.

6 49. Specifically, Defendants have gained an unfair advantage over other similarly situated  
7 businesses by unlawfully reducing their overhead costs by not paying their employees what they are  
8 owed.

9 50. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all  
10 wrongfully withheld wages.

11 51. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

12 **SIXTH CAUSE OF ACTION**

13 **Private Attorneys General Act**

14 **By Plaintiff and the Aggrieved Employees Against All Defendants**

15 52. Plaintiff incorporates by reference the paragraphs above.

16 53. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the  
17 violation(s) of the Labor Code.

18 54. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

19 55. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to  
20 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in  
21 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

22 56. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide  
23 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,  
24 the penalties in Labor Code section 2699 apply.

25 57. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage  
26 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3  
27 and 2699 apply.

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1 58. With respect to violations of Labor Code section 203 for failure to pay all wages due to  
2 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in  
3 Labor Code section 2699 apply.

4 59. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant  
5 to Labor Code section 2699(g).

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

8 1<sup>st</sup> Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 10 2. Interest
- 11 3. Attorneys' fees
- 12 4. Costs
- 13 5. Other relief the court deems proper

14 2<sup>nd</sup> Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code section 226.7
- 16 2. Interest
- 17 3. Attorneys' fees
- 18 4. Costs
- 19 5. Other relief the court deems proper

20 3<sup>rd</sup> Cause of Action

- 21 1. Penalties pursuant to Labor Code section 226
- 22 2. Attorneys' fees
- 23 3. Costs
- 24 4. Other relief the court deems proper

25 4<sup>th</sup> Cause of Action

- 26 1. Penalties pursuant to Labor Code section 203
- 27 2. Attorneys' fees
- 28 3. Costs

1 4. Other relief the court deems proper

2 5<sup>th</sup> Cause of Action

3 1. Restitution of all wrongfully withheld wages

4 2. Attorneys' fees

5 3. Costs

6 4. Other relief the court deems proper

7 6<sup>th</sup> Cause of Action

8 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.

9 2. Attorneys' fees

10 3. Costs

11 4. Other relief the court deems proper

12  
13 DATED: July 8, 2024

FRONTIER LAW CENTER

14 /s/ Daniel Ginzburg

DANIEL GINZBURG

15  
16 Attorneys for Plaintiff  
17 STEVEN QUIRINO,  
18 individually and on behalf of all others  
19 similarly situated  
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