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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF STANISLAUS**

MARK DOYON, individually and on behalf  
of others similarly situated, and on behalf of  
other aggrieved employees pursuant to the  
Private Attorneys General Act,

Plaintiff,

vs.

QD ELECTRICAL SERVICES, INC., a  
California corporation; JEFFREY LEWIS,  
an individual; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: CV-24-002017

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 510, 558, 558.1, 1194, and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a), 558, and 558.1 (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7, 558, and 558.1 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 558, 558.1, 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, 203, 558, and 558.1 (Final Wages Not Timely Paid)
- (6) Violation of Labor Code §§ 204, 210, 558, and 558.1 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a), 558, and 558.1 (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 558, 558.1, 2800, and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.

**(10) Violation of Cal. Labor Code § 2699  
(Private Attorneys General Act)**

**DEMAND FOR TRIAL BY JURY**

Plaintiff Mark Doyon (“Plaintiff”), individually and on behalf of other members of the general public similarly situated, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

**JURISDICTION AND VENUE**

1. Plaintiff brings this action against Defendant QD Electrical Services, Inc., Defendant Jeffrey Lewis, and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendant”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, failure to reimburse necessary business-related expenses, and failure to pay reporting wages. In addition, this is a class action lawsuit seeking unpaid wages and interest thereon for unpaid wages for all hours worked at minimum wage and overtime worked at the overtime rate of pay due to defendant’s policy, practice, and/or procedure of rounding down or shaving down employees’ daily hours worked.

2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf of himself and other current and former individuals who performed work for Defendant as employees in California during the statutory period (hereinafter collective referred to as the

1 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an  
2 aggrieved employee against whom one or more of the alleged violations occurred. The civil  
3 penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and  
4 will be established according to proof at trial.

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

9 5. This Court has jurisdiction over Defendants because, upon information and belief,  
10 Defendants are citizens of California, have sufficient minimum contacts in California, or  
11 otherwise intentionally avail themselves of the California market so as to render the exercise of  
12 jurisdiction over them by the California courts consistent with traditional notions of fair play and  
13 substantial justice.

14 6. Venue is proper in this Court because, upon information and belief, Defendants  
15 maintain offices, have agents, and/or transact business in the State of California, County of  
16 Stanislaus.

### 17 **PARTIES**

18 7. Plaintiff Mark Doyon is an individual residing in the County of Stanislaus, State  
19 of California.

20 8. Defendant QD Electrical Services, Inc., is and at all times herein mentioned was,  
21 a corporation organized and existing under the laws of the State of California and registered to do  
22 business in the state of California.

23 9. Defendant Jeffrey Lewis (“Defendant Lewis”) is an individual residing in the State  
24 of California and is the owner, as well as sole director and officer, of Defendant QD Electrical  
25 Services, Inc. Defendant QD Electrical Services, Inc. and Defendant Lewis are collectively  
26 referred to as “Defendants.”

27 10. Plaintiff is ignorant of the identities of defendants DOES 1 through 50, inclusive,  
28 and therefore sues these defendants by such fictitious names. The DOE defendants may be

1 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,  
2 that, at all times mentioned herein, each of the DOE defendants was the parent, subsidiary, agent,  
3 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and was at  
4 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and  
5 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this  
6 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and  
7 believes and thereon alleges that each of the fictitiously named DOE defendants is responsible in  
8 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged  
9 were proximately caused by its conduct. QD Electrical Services, Inc. and Doe Defendants 1  
10 through 50 are collectively referred to herein as "Defendants."

11 11. Defendants were at all times herein mentioned, (a) conducting business in the  
12 County of Stanislaus, State of California, and (b) the employer of Plaintiff consistent with the  
13 California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

14 12. Plaintiff further alleges that Defendant, directly or indirectly controlled or affected  
15 the working conditions, wages, working hours, and conditions of employment of Plaintiff, the  
16 Class, and the Aggrieved Employees so as to make each of said Defendant employers and  
17 employers jointly liable under the statutory provisions set forth herein.

### 18 **CLASS ACTION ALLEGATIONS**

19 13. Plaintiff brings the First through Ninth Causes of Action as a class action on his  
20 own behalf and on behalf of all other members of the general public similarly situated, and, thus,  
21 seeks class certification under Code of Civil Procedure section 382.

22 14. The proposed class is defined as follows: All current and former non-exempt  
23 employees of Defendants within the State of California at any time commencing four (4) years  
24 preceding the filing of Plaintiff's complaint up until the time that notice of the certified class  
25 action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

26 15. Plaintiff reserves the right to establish other subclasses as appropriate.

27 16. The Class is ascertainable and there is a well-defined community of interest in the  
28 litigation:

- 1 a. Numerosity: The Class Members are so numerous that joinder of all Class  
2 Members is impracticable. The membership of the entire Class is unknown to  
3 Plaintiff at this time; however, the Class is estimated to be over fifty (50)  
4 individuals and the identity of such membership is readily ascertainable by  
5 inspection of Defendants' employment records.
- 6 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated  
7 herein. Plaintiff will fairly and adequately protect the interests of the other Class  
8 Members with whom she has a well-defined community of interest.
- 9 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class  
10 Member, with whom she has a well-defined community of interest and typicality  
11 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to  
12 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are  
13 versed in the rules governing class action discovery, certification, and settlement.  
14 Plaintiff has incurred, and during the pendency of this action will continue to  
15 incur, costs and attorneys' fees, that have been, are, and will be necessarily  
16 expended for the prosecution of this action for the substantial benefit of each Class  
17 Member.
- 18 d. Superiority: A class action is superior to other available methods for the fair and  
19 efficient adjudication of this litigation because individual joinder of all Class  
20 Members is impractical.
- 21 e. Public Policy Considerations: Certification of this lawsuit as a class action will  
22 advance public policy objectives. Employers of this great state violate  
23 employment and labor laws every day. Current employees are often afraid to  
24 assert their rights out of fear of direct or indirect retaliation. However, class  
25 actions provide the Class Members who are not named in the complaint  
26 anonymity that allows for the vindication of their rights.

27 17. There are common questions of law and fact as to the Class that predominate over  
28 questions affecting only individual members. The following common questions of law or fact,

1 among others, exist as to the members of the Class:

- 2 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in  
3 accordance with the California Labor Code was willful;
- 4 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff  
5 and the other Class Members for all hours worked, and missed, short, late or  
6 interrupted meal periods and rest breaks in violation of California law;
- 7 c. Whether Defendants required Plaintiff and the other Class Members to work more  
8 than eight (8) hours per day and/or more than forty (40) hours per week and failed  
9 to pay the legally required overtime compensation to Plaintiff and the other Class  
10 Members;
- 11 d. Whether Defendants deprived Plaintiff and the other Class Members of meal  
12 and/or rest periods or required Plaintiff and the other Class Members to work  
13 during meal and/or rest periods without compensation;
- 14 e. Whether Defendants failed to pay meal period premium wages to Class Members  
15 when they were not provided with a legally compliant meal period;
- 16 f. Whether Defendants failed to pay rest period premium wages to Class Members  
17 when they were not authorized and permitted to take legally compliant rest  
18 periods;
- 19 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class  
20 Members for all hours worked;
- 21 h. Whether Defendants failed to pay Plaintiff and the other Class Members the  
22 required minimum wage pursuant to California law;
- 23 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper  
24 overtime compensation pursuant to California law;
- 25 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class  
26 Members within the time required upon their discharge or resignation from  
27 employment;

28 //

- 1 k. Whether Defendants failed to reimburse Plaintiff and the other Class Members  
2 for all necessary business-related expenses and costs in violation of California  
3 Labor Code section 2802;
- 4 l. Whether Defendants failed to pay reporting time wages in violation of the  
5 applicable IWC Wage Order;
- 6 m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other  
7 Class Members during their employment;
- 8 n. Whether Defendants complied with wage reporting as required by the California  
9 Labor Code, including section 226;
- 10 o. Whether Defendants' conduct was with malice, fraud or oppression;
- 11 p. Whether Defendants' conduct was willful or reckless;
- 12 q. Whether Defendants engaged in unfair business practices in violation of  
13 California Business & Professions Code section 17200, *et seq.* based on their  
14 improper withholding of compensation and deduction of wages;
- 15 r. The appropriate amount of damages, restitution, and/or monetary penalties  
16 resulting from Defendants' violation of California law; and
- 17 s. Whether Plaintiff and the other Class Members are entitled to compensatory  
18 damages pursuant to the California Labor Code.

19 **PAGA ALLEGATIONS**

20 18. At all times herein set forth, PAGA was applicable to Plaintiff's employment by  
21 Defendants.

22 19. At all times herein set forth, PAGA provides that any provision of law under the  
23 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA  
24 for violations of the California Labor Code may, as an alternative, be recovered through a civil  
25 action brought by an aggrieved employee on behalf of themselves and other current or former  
26 employees pursuant to procedures outlined in California Labor Code section 2699.3.

27 20. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved  
28 employee," who is any person that was employed by the alleged violator and against whom one

1 or more of the alleged violations was committed.

2 21. Plaintiff was employed by Defendant and the alleged violation were committed  
3 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff  
4 and the other employees are “Aggrieved Employees” as defined by California Labor Code section  
5 2699(c) in that they are all current or former employees of Defendants, and one or more of the  
6 alleged violations were committed against them.

7 22. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved  
8 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following  
9 requirements have been met:

10 a. The aggrieved employee shall give written notice by online submission  
11 (hereinafter “Employee’s Notice”) to the Labor & Workforce  
12 Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail  
13 to the employer of the specific provisions of the California Labor Code  
14 alleged to have been violated, including the facts and theories to support  
15 the alleged violations.

16 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the  
17 employer and the aggrieved employee by certified mail that it does not  
18 intend to investigate the alleged violation within sixty (60) calendar days  
19 of the postmark date of the Employee’s Notice. Upon receipt of the  
20 LWDA Notice, or if the LWDA Notice is not provided within sixty-five  
21 (65) calendar days of the postmark date of the Employee’s Notice, the  
22 aggrieved employee may commence a civil action pursuant to California  
23 Labor Code section 2699 to recover civil penalties in addition to any  
24 other penalties to which the employee may be entitled.

25 23. On March 13, 2024, Plaintiff provided written notice by online submission to the  
26 LWDA and by U.S. Certified Mail to Defendant QD Electrical Services, Inc. of the specific  
27 provisions of the California Labor Code alleged to have been violated, including the facts and  
28 theories to support the alleged violations. Plaintiff has not received an LWDA Notice within

sixty-five (65) calendar days of the date of Plaintiff's notice.

24. Therefore, Plaintiff has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

### **GENERAL ALLEGATIONS**

25. Defendants are engaged in the business of providing electrical contractor services.

26. Defendant employed Plaintiff to work as an Electrical Foreman from approximately March 2022 to September 2023.

27. Plaintiff Doyon began working for Defendant QD Electrical Services, Inc. on March 22, 2022, as an Electrical Foreman. Doyon's job duties included managing other employees, transporting materials to various job sites, and conducting investigations of work-related equipment. Doyon's employment with Defendants ended on or around September 29, 2023, with Plaintiff having been demoted to the position of Journeyman.

28. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid or non-exempt employees.

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

30. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

31. Plaintiff, the Class, and the Aggrieved Employees worked more minutes per shift than Defendants credited them with having worked, which resulted in them working for periods of time in which they were not paid at the minimum wage or overtime rate, as well as not taking proper and compliant meal breaks. Defendants "rounded" down or "shaved" Plaintiff, the Class, and the Aggrieved Employees' total daily hours worked at the time of their clock-in and clock-

1 out to the nearest quarter of an hour, to the benefit of Defendants, in policy and/or practice.  
2 Plaintiff, the Class, and the Aggrieved Employees were not paid for this time. Despite the fact  
3 that California law requires employers to pay employees for all hours worked at least at a  
4 minimum wage rate, Defendants rounded down or shaved down Plaintiff, the Class, and the  
5 Aggrieved Employees' daily hours worked, Defendants suffered, permitted, and required its  
6 hourly employees to be subject to Defendant's control without paying wages for that time. This  
7 resulted in Plaintiff, the Class, and the Aggrieved Employees' working time for which they were  
8 not compensated any wages, in violation of California Labor Code sections 1194, 1197, and the  
9 Wage Orders.

10 32. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in  
11 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt  
12 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring  
13 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,  
14 thereby failing to pay them for all hours worked, including minimum and overtime wages.  
15 Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved  
16 Employees from accurately recording the actual time worked, resulting in a failure to pay  
17 Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants  
18 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and  
19 duty-free meal periods and rest periods in violation of California law. Defendants also failed to  
20 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related  
21 expenses.

22 33. Throughout the time period involved in this case, Defendants implemented  
23 policies and/or practices which failed to provide Plaintiff, the Class, and the Aggrieved  
24 Employees with timely and duty-free meal periods that were no less than 30 minutes and in  
25 compliance with California law. Defendants routinely failed to relieve Plaintiff, the Class, and  
26 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish  
27 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,  
28 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable

1 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,  
2 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later  
3 than the end of their fifth hour of work and/or from taking a second thirty (30) minute  
4 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten  
5 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,  
6 the Class, and the Aggrieved Employees.

7       34. Throughout the time period involved in this case, Defendants did not adequately  
8 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under  
9 California law. Moreover, Defendants systematically disregarded their own written policies  
10 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved  
11 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
12 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free  
13 meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through  
14 their meal periods, for which they were not compensated.

15       35. Throughout the time period involved in this case, Defendants failed to pay  
16 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were  
17 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
18 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
19 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal  
20 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants  
21 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the  
22 Aggrieved Employees and routinely failed to pay one additional hour of pay to Plaintiff, the Class,  
23 and the Aggrieved Employees at their regular rate of pay when a meal period was missed, short,  
24 late, and/or interrupted.

25       36. Throughout the time period involved in this case, Defendants have implemented  
26 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from  
27 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and  
28 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest

1 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,  
2 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to  
3 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each  
4 work period.

5 37. Throughout the time period involved in this case, Defendants did not adequately  
6 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under  
7 California law. Moreover, Defendants systematically disregarded their own written policies  
8 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved  
9 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,  
10 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and  
11 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees  
12 to work through their rest periods.

13 38. Throughout the time period involved in this case, Defendants failed to pay  
14 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were  
15 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should  
16 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all  
17 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period  
18 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely  
19 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free  
20 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved  
21 Employees at their regular rate of pay when a rest period was missed, short, late and/or  
22 interrupted.

23 39. Throughout the time period involved in this case, Defendants regularly required  
24 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although  
25 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and  
26 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and  
27 the Aggrieved Employees were regularly required to perform work off the clock for which they  
28 were not compensated.

1           40.       Throughout the time period involved in this case, Defendants implemented policies  
2 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the  
3 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees  
4 all wages owed.

5           41.       Throughout the time period involved in this case, Plaintiff, the Class, and the  
6 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a  
7 week.

8           42.       Throughout the time period involved in this case, Defendants regularly failed to  
9 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when  
10 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single  
11 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a  
12 single work week. Defendants knew or should have known that Plaintiff, the Class, and the  
13 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that  
14 they were not receiving wages for overtime compensation.

15           43.       Throughout the time period involved in this case, Defendants failed to pay  
16 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked  
17 based on regular rates of pay correctly calculated to include all applicable remuneration.

18           44.       Throughout the time period involved in this case, Defendants regularly failed to  
19 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours  
20 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved  
21 Employees were entitled to receive at least minimum wages for all hours worked and that they  
22 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay  
23 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved  
24 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the  
25 Class, and the Aggrieved Employees to perform work off the clock.

26           45.       Throughout the time period involved in this case, Defendants regularly failed to  
27 pay Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or  
28 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved

1 Employees were entitled to receive all wages owed to them upon termination within the time  
2 permissible under California Labor Code section 202. Plaintiff, the Class, and the Aggrieved  
3 Employees did not receive payment of all final wages owed to them upon discharge or resignation,  
4 including overtime compensation and minimum wages within any time permissible under  
5 California Labor Code section 202.

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

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

21 48. Throughout the time period involved in this case, Defendants regularly failed to  
22 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.  
23 Defendants knew or should have known that Defendants were required to keep complete and  
24 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with  
25 California law, but, in fact, did not keep complete and accurate payroll records.

26 49. Throughout the time period involved in this case, Defendants regularly failed to  
27 maintain accurate records relating to Plaintiff, the Class, and the Aggrieved Employees' work  
28 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

50. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to mileage or gas reimbursement when employees have to use their personal vehicles for company benefits. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

51. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

52. 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.”

### FIRST CAUSE OF ACTION

**(Violation of California Labor Code §§ 510, 558, 558.1, 1194, and 1198 – Unpaid Overtime)**

**(Against All Defendants)**

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

54. 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.

55. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff, the Class, and the Aggrieved Employees employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at

1 the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
2 than forty (40) hours in a workweek.

3 56. The applicable IWC Wage Order further provides that Defendants are and were  
4 required to pay Plaintiff, the Class, and the Aggrieved Employees overtime compensation at a  
5 rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a  
6 day and for all hours worked in excess of eight (8) hours on the seventh day of work in a  
7 workweek.

8 57. California Labor Code section 510 codifies the right to overtime compensation at  
9 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a  
10 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of  
11 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess  
12 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

13 58. During the relevant time period, Plaintiff, the Class, and the Aggrieved Employees  
14 regularly worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a  
15 week.

16 59. Plaintiff and similarly situated employees worked more minutes per shift than  
17 Defendants credited them with having worked.

18 60. Defendants “rounded” down or “shaved” Plaintiff and similarly situated  
19 employees’ total daily hours worked to the nearest quarter of an hour at the clock-in and clock-  
20 out times, to the benefit of Defendants without Plaintiff and similarly situated employees being  
21 paid wages for this time. Plaintiff and other similarly situated employees were not paid for this  
22 time. The foregoing resulted in time during each workday which Plaintiff and similarly situated  
23 employees were under control of Defendants, but were not compensated at their overtime rate of  
24 pay when they worked more than eight hours in a day or 40 hours in a week, in violation of Labor  
25 Code sections 510, 1194, and 1198.

26 61. During the relevant time period, Defendants intentionally and willfully failed to  
27 pay overtime wages owed to Plaintiff, the Class, and the Aggrieved Employees.

28 //

62. Defendants' failure to pay Plaintiff, the Class, and the Aggrieved Employees 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.

63. Pursuant to California Labor Code section 1194, Plaintiff, the Class, and the Aggrieved Employees 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, 512(a), 558, and 558.1 – Unpaid Meal Period Premiums)**

**(Against All Defendants)**

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

66. 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.

67. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provides 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 employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

68. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than

1 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and  
2 the employee only if the first meal period was not waived.

3 69. During the relevant time period, Plaintiff, the Class, and the Aggrieved Employees  
4 who were scheduled to work for a period of time longer than six (6) hours, and who did not waive  
5 their legally-mandated meal periods by mutual consent, were required to work for periods longer  
6 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

7 70. During the relevant time period, Plaintiff, the Class, and the Aggrieved Employees  
8 who were scheduled to work for a period of time in excess of ten (10) hours were required to  
9 work for periods longer than ten (10) hours without a second uninterrupted meal period of not  
10 less than thirty (30) minutes.

11 71. During the relevant time period, Defendants “rounded” down or “shaved” Plaintiff  
12 and similarly situated employees’ total number of hours (or fraction thereof) in which they took  
13 lunch. This policy of rounding meal periods made it such that Plaintiff and other similarly situated  
14 employees were not provided with legally compliant meal breaks and were not paid meal period  
15 premiums for any meal breaks that were less than thirty (30) minutes in duration.

16 72. During the relevant time period, Defendants intentionally and willfully required  
17 Plaintiff, the Class, and the Aggrieved Employees to miss their meal periods and to take meal  
18 periods that were late, shortened, or interrupted, and failed to compensate Plaintiff, the Class, and  
19 the Aggrieved Employees the full meal period premium for missed, shortened, late, or interrupted  
20 meal periods.

21 73. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and  
22 the Aggrieved Employees the full meal period premiums due pursuant to California Labor Code  
23 section 226.7.

24 74. Defendants’ conduct violates the applicable IWC Wage Order and California  
25 Labor Code sections 226.7 and 512(a).

26 75. Pursuant to the applicable IWC Wage Order and California Labor Code section  
27 226.7(b), Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from  
28 Defendants one additional hour of pay at the employee’s regular rate of compensation for each

1 work day that the meal period was not provided.

2 **THIRD CAUSE OF ACTION**

3 **(Violation of California Labor Code § 226.7, 558, and 558.1 – Unpaid Rest Period**

4 **Premiums)**

5 **(Against All Defendants)**

6 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
7 every allegation set forth above.

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

11 78. 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 79. 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 80. During the relevant time period, Defendants required Plaintiff, the Class, and the  
21 Aggrieved Employees to work four (4) or more hours without authorizing or permitting a ten (10)  
22 minute rest period per each four (4) hour period worked.

23 81. During the relevant time period, Defendants willfully required Plaintiff, the Class,  
24 and the Aggrieved Employees to work during rest periods, failed to allow Plaintiff and the other  
25 Class Member to take any rest period and/or failed to authorize and permit Plaintiff, the Class,  
26 and the Aggrieved Employees to take uninterrupted, duty-free rest breaks.

27 82. During the relevant time period, Defendants failed to pay Plaintiff, the Class, and  
28 the Aggrieved Employees 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 Plaintiff and the other Class Members from taking uninterrupted rest periods.

83. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

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

#### **(Violation of California Labor Code §§ 558, 558.1, 1194, 1197, and 1197.1 – Unpaid Minimum Wages)**

#### **(Against All Defendants)**

85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

86. 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.

87. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiff, the Class, and the Aggrieved Employees as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

88. Defendants' failure to pay Plaintiff, the Class, and the Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff, the Class, and the Aggrieved Employees 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.

89. Pursuant to California Labor Code section 1194.2, Plaintiff, the Class, and the Aggrieved Employees are entitled to recover liquidated damages in an amount equal to the wages

1 unlawfully unpaid and interest thereon.

2 **FIFTH CAUSE OF ACTION**

3 **(Violation of California Labor Code §§ 201, 202, 203, 558, and 558.1 – Final Wages Not**  
4 **Timely Paid)**  
5 **(Against All Defendants)**

6 90. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
7 every allegation set forth above.

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

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

20 93. Defendants' failure to pay Plaintiff and other Class Members who are no longer  
21 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their  
22 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

27 95. Plaintiff and other Class Members who are no longer employed by Defendants are  
28 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,

up to a thirty (30) day maximum pursuant to California Labor Code section 203.

**SIXTH CAUSE OF ACTION**

**(Violation of California Labor Code §§ 204, 210, 558, and 558.1 – Wages Not Timely Paid  
During Employment)  
(Against All Defendants)**

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

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

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

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

100. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other Class Members all wages due to them, within any time period permissible under California Labor Code section 204.

101. Plaintiff and other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to Labor Code section 210(b).

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1 **SEVENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a), 558, and 558.1 – Failure to Provide Accurate**

3 **Wage Statements)**

4 **(Against All Defendants)**

5 102. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
6 every allegation set forth above.

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

20 104. Defendants have intentionally and willfully failed to provide Plaintiff, the Class,  
21 and the Aggrieved Employees with complete and accurate wage statements. The deficiencies  
22 include, but are not limited to, the failure list the total number of hours worked, the actual gross  
23 wages earned, and the correct rates of pay.

24 105. Because of Defendants' violation of California Labor Code section 226(a),  
25 Plaintiff, the Class, and the Aggrieved Employees have suffered injury and damage to their  
26 statutorily-protected rights.

27 106. More specifically, Plaintiff, the Class, and the Aggrieved Employees have been  
28 injured by Defendants' intentional and willful violation of California Labor Code section 226(a)

1 because they were denied both their legal right to receive, and their protected interest in receiving,  
2 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

3 107. Plaintiff, the Class, and the Aggrieved Employees are entitled to recover from  
4 Defendants the greater of their actual damages caused by Defendants' failure to comply with  
5 California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars  
6 per employee.

7 108. Plaintiff, the Class, and the Aggrieved Employees are also entitled to injunctive  
8 relief to ensure compliance with this section, pursuant to California Labor Code section 226(g).

9 **EIGHTH CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 558, 558.1, 2800 and 2802 – Failure to Reimburse**  
11 **Necessary Business Expenses)**  
12 **(Against All Defendants)**

13 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and  
14 every allegation set forth above.

15 110. Pursuant to California Labor Code sections 2800 and 2802, an employer must  
16 reimburse its employee for all necessary expenditures incurred by the employee in direct  
17 consequence of the discharge of his or her job duties or in direct consequence of his or her job  
18 duties or in direct consequence of his or her obedience to the directions of the employer.

19 111. Plaintiff, the Class, and the Aggrieved Employees incurred necessary business-  
20 related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to  
21 reimburse for all necessary business-related expenses and costs included their failure to reimburse  
22 Plaintiff, the Class, and the Aggrieved Employees' for costs incurred as a result of, including but  
23 not limited to, simple negligence.

24 112. Defendants have intentionally and willfully failed to reimburse Plaintiff, the Class,  
25 and the Aggrieved Employees for all necessary business-related expenses and costs. Plaintiff, the  
26 Class, and the Aggrieved Employees are entitled to recover from Defendants their business-  
27 related expenses and costs incurred during the course and scope of their employment, plus interest  
28 accrued from the date on which the employee incurred the necessary expenditures at the same

rate as judgments in civil actions in the State of California.

**NINTH CAUSE OF ACTION**

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

**(Against All Defendants)**

113. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

114. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff, the Class, and the Aggrieved Employees, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

115. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

116. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiff, the Class, and the Aggrieved Employees, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiff, the Class, and the Aggrieved Employees, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiff, the Class, and the Aggrieved Employees violate California Labor Code sections 201, 202, 203 and 204.

117. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197, 1197.1, 510, 1174(d), 2800, and 2802.

118. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

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1 **Failure to Pay Overtime**

2 125. Defendant's failure to pay legally required overtime wages to Plaintiff and the  
3 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair  
4 activity prohibited by California Labor Code sections 510 and 1198.

5 **Failure to Provide Meal Periods**

6 126. Defendant's failure to provide legally required meal periods to Plaintiff and the  
7 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair  
8 activity prohibited by California Labor Code sections 226.7 and 512(a).

9 **Failure to Provide Rest Periods**

10 127. Defendant's failure to provide legally required rest periods to Plaintiff and the  
11 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair  
12 activity prohibited by California Labor Code section 226.7.

13 **Failure to Pay Minimum Wages**

14 128. Defendant's failure to pay legally required minimum wages to Plaintiff and the  
15 other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair  
16 activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

17 **Failure to Timely Pay Wages Upon Termination**

18 129. Defendant's failure to timely pay wages to Plaintiff and the other aggrieved  
19 employees upon termination in accordance with Labor Code sections 201 and 202 constitutes  
20 unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

21 **Failure to Timely Pay Wages During Employment**

22 130. Defendant's failure to timely pay wages to Plaintiff and the other aggrieved  
23 employees during employment in accordance with Labor Code section 204 constitutes unlawful  
24 and/or unfair activity prohibited by California Labor Code section 204.

25 **Failure to Provide Complete and Accurate Wage Statements**

26 131. Defendant's failure to provide complete and accurate wage statements to Plaintiff  
27 and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes  
28 unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

**Failure to Keep Complete and Accurate Payroll Records**

132. Defendant's failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

133. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendant and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendant, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each subsequent violation; and
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and
- d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

134. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers

1 and employees about their rights and responsibilities and twenty-five percent (25%) to the  
2 aggrieved employees.

3 135. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and  
4 costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable  
5 statute.

6 136. Plaintiff has exhausted his administrative remedies pursuant to Labor Code section  
7 2699.3. On March 13, 2024, Plaintiff, through his counsel of record, by online filing with the  
8 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendant,  
9 notified Defendant and the LWDA of the specific provisions of the Labor Code and IWC Wage  
10 Orders that Defendant have violated, including the facts and theories to support the violations,  
11 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the  
12 filing fee required under Labor Code section 2699.3. As of the filing of this Complaint, more than  
13 sixty-five (65) days have elapsed since the mailing of Plaintiff's March 13, 2024, notice, and the  
14 Labor and Workforce Development Agency has not indicated that it intends to investigate the  
15 violations discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover  
16 penalties for himself and other Aggrieved Employees pursuant to Labor Code section 2699.3.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general  
19 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,  
20 as follows:

21 **Class Certification**

- 22 1. That this action be certified as a class action;
- 23 2. That Plaintiff be appointed as the representative of the Class;
- 24 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 25 4. That Defendants provide to Class Counsel immediately the names and most  
26 current/last known contact information (address, e-mail and telephone numbers) of all class  
27 members.

28 //

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge and decree that Defendants violated California  
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay  
4 all overtime wages due to Plaintiff and other Class Members;

5 6. For general unpaid wages at overtime wage rates and such general and special  
6 damages as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing  
8 from the date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
10 California Labor Code section 1194; and

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

12 **As to the Second Cause of Action**

13 10. That the Court declare, adjudge and decree that Defendants violated California  
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
15 provide all meal periods (including second meal periods) to Plaintiff, the Class, and the Aggrieved  
16 Employees;

17 11. That the Court make an award to Plaintiff, the Class, and the Aggrieved Employees  
18 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a  
19 meal period was not provided;

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

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

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

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

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

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

28 17. That the Court declare, adjudge and decree that Defendants violated California

Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff, the Class, and the Aggrieved Employees;

18. That the Court make an award to Plaintiff, the Class, and the Aggrieved Employees 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 Defendants violated California Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff, the Class, and the Aggrieved Employees;

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

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

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

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

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

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

**As to the Fifth Cause of Action**

30. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
2 time of termination of the employment of Plaintiff and other Class Members no longer employed  
3 by Defendants;

4 31. For all actual, consequential, and incidental losses and damages, according to  
5 proof;

6 32. For statutory wage penalties pursuant to California Labor Code section 203 for  
7 Plaintiff and other Class Members who have left Defendants' employ;

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

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

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

12 35. That the Court declare, adjudge and decree that Defendants violated California  
13 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by  
14 California Labor Code section 204 to Plaintiff, the Class, and the Aggrieved Employees;

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

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

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

18 38. That the Court declare, adjudge and decree that Defendants violated the record  
19 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as  
20 to Plaintiff, the Class, and the Aggrieved Employees, and willfully failed to provide accurate  
21 itemized wage statements thereto;

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

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

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

25 **As to the Eight Cause of Action**

26 42. That the Court declare, adjudge and decree that Defendants violated California  
27 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff, the Class, and the  
28 Aggrieved Employees for all necessary business-related expenses as required by California Labor

Code sections 2800 and 2802;

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

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

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

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

**As to the Ninth Cause of Action**

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

48. For restitution of unpaid wages to Plaintiff, the Class, and the Aggrieved Employees and all pre-judgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants 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 civil penalties and wages as permitted by law pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1,

1 1198, 1198.5, 2800 and 2802; and

2 54. For such other and further relief as the Court may deem equitable and appropriate.

5 Dated: May 17, 2024

**DOMB & RAUCHWERGER, LLP**

7 By:



ZACK I. DOMB

DEVIN RAUCHWERGER

JEFFREY P. JACKSON

TAYLOR N. TEJEDA

*Attorneys for Plaintiff*

Mark Doyon

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Dated: May 17, 2024

By:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT - Page 35

**PROOF OF SERVICE  
(CCP § 1013(a) and 2015.5)**

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is [jessica@dombrauchwerger.com](mailto:jessica@dombrauchwerger.com).

On May 17, 2024, I served the foregoing document entitled **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT** on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Tim Nelson, Esq.  
Doug Leach, Esq.  
Mayra Sandoval, Esq.  
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Attorneys for Defendants, QD Electrical  
Services, Inc. and Jeffrey Lewis

- ☐ **[by MAIL]** - I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit.
- ☒ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I caused the documents to be sent to the persons at the electronic notification address listed above.
- ☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with Express Network, whose business address is 1605 W. Olympic Boulevard, Suite 800, Los Angeles, CA 90015.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed May 17, 2024, at Rio Linda, California.

Jessica Delgado

Print Name

By:

  
Signature