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JOEL VALDIVIA, and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

JOEL VALDIVIA, on behalf of himself and all
others similarly situated, and the general
public, and as an "Aggrieved Employee" on
behalf of other "Aggrieved Employees" under
the Private Attorneys General Act of 2004,

Plaintiff,

vs.

OC CONCRETE, LLC, a California limited
liability company; and DOES 1 to 25,
inclusive,

Defendant(s).

Case No.: **CVRI 2402857**

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Civil Penalties (Lab. Code §§ 2698, *et seq.*); and
- 9) Unfair Competition (Bus. & Prof. Code, § 17200q.)

JURY TRIAL DEMANDED

1 Plaintiff, JOEL VALDIVIA (hereafter “Plaintiff”), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 16-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against OC
7 CONCRETE, LLC, a California limited liability company, and DOES 1 to 25, inclusive,
8 (collectively “OC CONCRETE” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
11 related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements; and

20 (H) Timely pay wages during and upon termination of employment.

21 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
22 restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

23 **II. THE PARTIES**

24 3. Plaintiff Joel Valdivia is a resident of Santa Ana, California. At all relevant
25 times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
26 Regulations Section 11160 and an “Aggrieved Employee” within the meaning of Labor Code
27 Section 2699(c).

28 4. Defendant OC CONCRETE, LLC is a limited liability company organized and

1 existing under the laws of California and a citizen of California based on Plaintiff's
2 information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
5 is informed and believes and thereon alleges that said defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
8 defendants when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
12 and scope of such agency or employment, and with the approval and ratification of each of the
13 other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
16 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California
18 labor laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
21 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
22 below-described class in accordance with applicable laws as alleged herein.

23 **III. CLASS ALLEGATIONS**

24 9. This action has been brought and may be maintained as a class action pursuant
25 to California Code of Civil Procedure section 382 because there is a well-defined community
26 of interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
28 as a class action.

1 10. **Class Definition:** The Class is defined as follows: All persons Defendants
2 employed in California as hourly, non-exempt employees, at any time during the period
3 beginning four years prior to the filing of this action and ending on the date that final judgment
4 is entered in this action (“Class” or “Class Members”).

5 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
6 the right to amend or modify the class definition with greater specificity, by further division
7 into subclasses and/or by limitation to particular issues.

8 12. **Numerosity:** The Class Members are so numerous that the individual joinder
9 of each individual Class Member is impractical. While Plaintiff does not currently know the
10 exact number of Class Members, Plaintiff is informed and believes that the actual number
11 exceeds the minimum required for numerosity under California laws.

12 13. **Commonality and Predominance:** Common questions of law and fact exist as
13 to all Class Members and predominate over any questions which affect only individual Class
14 Members. These questions include, but are not limited to:

15 A. Whether Defendants failed to pay all wages earned to Class Members for
16 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
17 meal period premium and rest period premium wages;

18 B. Whether Defendants failed to provide the Class Members with all meal
19 periods in compliance with California law;

20 C. Whether Defendants failed to authorize and permit the Class Members to
21 take all rest periods in compliance with California law;

22 D. Whether Defendants failed to indemnify the Class Members for the
23 reasonable expenses they incurred during the course of performing their duties;

24 E. Whether Defendants knowingly and intentionally failed to provide the
25 class with accurate and complete itemized wage statements;

26 F. Whether Defendants willfully failed to provide the class with timely
27 wages during and upon termination of employment;

28 G. Whether Defendants engaged in unfair competition within the meaning of

1 Business and Professions Code sections 17200, et seq., with respect to the Class; and

2 H. Whether Class Members are entitled to restitution of money or property
3 that Defendants may have acquired from them through alleged Labor Code violations.

4 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
5 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
6 practice, or lack thereof, which resulted in Defendants failing to comply with the California
7 Labor Code, the Wage Order, and the Business and Professions Code.

8 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
9 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of
10 absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of
11 Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class
12 Members.

13 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
14 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
15 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
16 on behalf of Plaintiff and absent Class Members.

17 17. **Superiority:** A class action is vastly superior to other available means for fair
18 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
19 the Court. Class action treatment will allow a number of similarly situated persons to
20 simultaneously and efficiently prosecute their common claims in a single forum without the
21 unnecessary duplication of effort and expense that numerous individual actions would entail.
22 In addition, the monetary amounts due to many individual Class Members are likely to be
23 relatively small and would thus make it difficult, if not impossible, for individual Class
24 Members to both seek and obtain relief. Moreover, a class action will serve an important
25 public interest by permitting Class Members to effectively pursue the recovery of monies
26 owed to them. Further, a class action will prevent the potential for inconsistent or
27 contradictory judgments inherent in individual litigation.

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1 **IV. STATEMENT OF FACTS**

2 18. Wage Order 16-2001 applies to Wage Order 16-2001 applies to “all job
3 classifications associated with construction, including but not limited to work involving
4 alteration, demolition, building, excavation, renovation, remodeling, maintenance,
5 improvement, and repair work, by the California Business and Professions Code, Division 3,
6 Chapter 9, Sections 7025 et seq., and any other similar or related occupations or trades. (§
7 2(C)). At all relevant times during the applicable limitations period, OC CONCRETE, Plaintiff,
8 and the Class Members were covered by Wage Order 16-2001 because Plaintiff and all of the
9 Class Members worked for OC CONCRETE in construction occupations. Accordingly,
10 Plaintiff and the Class Members are entitled to the protections provided under the Wage Order.

11 19. OC CONCRETE first began to employ Plaintiff as a laborer in or around
12 September 2023. Plaintiff generally worked Monday through Friday from approximately 6:15
13 a.m. to 2:45/3:00 p.m. Plaintiff’s employment ended on or around February 12, 2024.

14 20. At all relevant times, OC CONCRETE issued wages to Plaintiff and all of the
15 other Class Members on a weekly basis and paid them by the hour. At all relevant times,
16 Plaintiff and all of the other Class Members as non-exempt employees entitled to the
17 protections of the Labor Code and the Wage Order. Plaintiff’s latest hourly rate of pay was
18 \$18.00 per hour.

19 21. OC CONCRETE failed to pay Plaintiff and the other Class Members for all
20 time worked or subject to its control. This is so because the company had a policy of rounding
21 down the number of hours worked, resulting in “time shaving” and further resulting in
22 Plaintiff and the Class Members not being paid for all hours worked, including the minimum
23 wage. Every single one of Plaintiff’s pay stubs lists 40.00 hours as the total hours worked.
24 Also, to the extent employees worked through their meal periods and those meal periods were
25 interrupted, they were not compensated for that time, which would be akin to a minimum
26 wage violation. Furthermore, OC CONCRETE ownership/management would often speak to
27 or call Plaintiff and the other Class Members about work-related matters before the start of
28 their shifts or after their shifts had ended. Plaintiff would receive calls from supervisor Ramon

1 regarding his work schedule. Finally, OC CONCRETE required Plaintiff and the other
2 employees to bring their own personal tools and did not pay Plaintiff and others twice the
3 minimum wage rate in violation of Wage Order 16-2001, section 8(B).

4 22. OC CONCRETE failed to pay Plaintiff and the Class Members properly-
5 calculated overtime wages even though they worked more than 8 hours per day and/or 40
6 hours per week throughout their employment. Plaintiff's and the Class Members' actual work
7 hours (including the "off the clock" hours mentioned above) entitled them to overtime
8 compensation. However, OC CONCRETE did not compensate Plaintiff and the Class
9 Members with the correct amount of overtime. It was not company policy to keep accurate
10 track of all hours worked and to pay employees the accurate amount of overtime, especially
11 since the "off the clock" work was not factored into the equation. Furthermore, any incentive
12 payments and/or bonus payments were not factored into employees' regular rate of pay for
13 purposes of deciphering the correct overtime rate of pay. In addition, any bonus and/or
14 incentive payments were not factored into the correct sick pay wages and meal and rest break
15 premium pay per *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

16 23. OC CONCRETE failed to provide all compliant meal periods and authorize and
17 permit all compliant rest periods to which Plaintiff and the other Class Members were entitled.
18 Plaintiff and the other Class Members were entitled to take off-duty, uninterrupted 30-minute
19 meal periods before the fifth and tenth hours of work and to take uninterrupted 10-minute rest
20 periods for every four hours or major fraction thereof worked. Due to the workload and
21 pressure from management, Plaintiff and the other Class Members would not be able to take
22 timely, uninterrupted meal periods before the 5th or 10th hour worked. When working with
23 cement, Plaintiff and the other Class Members would not be able to take a meal break at all.
24 When Plaintiff and the other Class Members took their meal periods, OC CONCRETE
25 management/staff would interrupt them with questions about work related matters or their
26 meal periods were cut short due to their workload. It was common for Plaintiff and the others
27 to eat their lunch in about 10 minutes and continue working. On information and belief, OC
28 CONCRETE did not keep track of Plaintiff's and the Class Members' meal periods. Per

1 *Donohue v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially
2 show an employee took a compliant meal period, a rebuttable presumption arises that the
3 employer failed to provide it, giving rise to a meal period violation. Similarly, Plaintiff and the
4 other Class Members were not able to take their 10-minute rest breaks due to the workload.
5 Plaintiff **never** took his rest breaks. As such, the culture as well as the policies and procedures
6 of OC CONCRETE did not lend itself to the employees receiving consistent statutory rest
7 breaks wherein they were relieved of all work duties. The environment at OC CONCRETE
8 was not conducive to receiving multiple statutory rest breaks under California law and timely,
9 statutory rest breaks were not authorized or enforced.. On information and belief, OC
10 CONCRETE did not provide premium wages for these meal and rest break violations; if OC
11 CONCRETE did provide premium wages, they were not paid at the correct rate, as explained
12 above.

13 24. OC CONCRETE failed to reimburse Plaintiff and the other Class Members for
14 business expenses they incurred in direct consequence of the discharge of their duties. OC
15 CONCRETE required Plaintiff and the Class Members to use an app on their own personal
16 cell phones to clock in and clock out of their work shifts and to communicate with
17 ownership/management concerning work matters. OC CONCRETE also required Plaintiff and
18 the other Class Members to use their own personal tools (including, but not limited to,
19 hammers), as well as uniform items (work boots and work gloves). However, OC
20 CONCRETE did not reimburse Plaintiff and the other Class Members for these mobile phone,
21 tools, and uniform expenses. Accordingly, OC CONCRETE was in violation of California
22 Labor Code sections 2800 and 2802.

23 25. OC CONCRETE failed to pay its employees all wages due to them within any
24 time period specified by California Labor Code section 204, including the minimum wages
25 and overtime as described above as well as meal/rest break premiums.

26 26. OC CONCRETE did not provide Plaintiff and the other Class Members
27 accurate, itemized wage statements in violation of Labor Code 226. Wage statements must
28 include all hours worked, overtime hours worked, all applicable hourly rates, the correct legal

1 name and address of employer entity, gross wages earned, all deductions, net wages earned,
2 reimbursement for business expenses, the correct start and end of the applicable pay period,
3 the employee ID numbers or social security numbers, among other items. Labor Code §
4 226(a)(2). OC CONCRETE's failure to maintain accurate records as to the hours worked daily
5 by employees also constitutes a violation of Labor Code section 1174(d).

6 27. Finally, because OC CONCRETE did not properly pay all wages earned as
7 explained herein, OC CONCRETE also failed to pay final wages owed to the Class Members
8 in violation of Labor Code section 203. These earned but unpaid wages include minimum
9 wages and compensation for all hours worked, overtime compensation, premium pay for
10 missed meal and rest breaks, and business expense reimbursement, among others.

11 28. Defendants have also violated Labor Code section 558 and engaged in business
12 practices which violate Business and Professions Code Section 17200.

13 29. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
14 unlawful practices and policies, Plaintiff and the Class Members were:

- 15 A. Not provided with all timely and off duty meal periods;
- 16 B. Not authorized and permitted to take all rest break periods;
- 17 C. Not paid one hour's pay for each workday in which Defendants failed to
18 authorize and permit them to take one or more timely rest periods;
- 19 D. Not paid one hour's pay for each workday in which Defendants failed to
20 provide them with one or more timely meal periods;
- 21 E. Not paid all wages earned, including, but not limited to, minimum,
22 regular, overtime, and doubletime wages;
- 23 F. Not indemnified for all necessary business expenditures incurred during
24 the discharge of their duties;
- 25 G. Not provided with accurate and complete wage statements;
- 26 H. Not timely paid all earned and unpaid wages at the time their
27 employment ended.

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FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED
AT THE CORRECT RATES OF PAY
(Lab. Code §§ 510, 1194, 1197, and 1198)
(By Plaintiff, on behalf of himself and the Class, against all Defendants)

30. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

31. At all relevant times, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194, 1197, and 1198, and the Wage Order.

32. Section 2(J) of Wage Order 16-2001, respectively, define “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

33. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.

(b) Double the employee’s regular rate of pay for

all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consist of all hours that an employer has actual or constructive knowledge that employees are working.

35. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

36. California Labor Code § 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

37. California Labor Code § 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

38. California Labor Code § 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

39. In conjunction, these provisions of the California Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should

1 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
2 *Co.* (2000) 22 Cal.4th 575, 585.)

3 40. With respect to overtime wages, the regular rate of pay under California law
4 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
5 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
6 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
7 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
8 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
9 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

10 41. As described above, at all relevant times during the applicable limitations
11 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
12 including, but not limited to minimum, regular, overtime and doubletime wages for all
13 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
14 correct rates of pay.

15 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
16 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
17 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
18 rates of pay as required by California law.

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PROVIDE REST BREAKS**

21 **(Lab. Code §§ 226.7 and 1198)**

22 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

23 43. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

24 44. At all relevant times during the applicable limitations period, Plaintiff and the
25 Class Members have been employees of Defendants and entitled to the benefits and
26 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

27 45. In relevant part, Labor Code § 1198 states,

28 “The maximum hours of work and the standard conditions of labor
fixed by the commission shall be the maximum hours of work and the

1 standard conditions of labor for employees. The employment of any
2 employee for longer hours than those fixed by the order or under
3 conditions of labor prohibited by the order is unlawful.”

4 46. In relevant part, Section 11 of the Wage Order states:

5 Rest Periods:

6 (A) Every employer shall authorize and permit all employees
7 to take rest periods, which insofar as practicable shall be in the
8 middle of each work period. Nothing in this provision shall
9 prevent an employer from staggering rest periods to avoid
10 interruption in the flow of work and to maintain continuous
11 operations, or from scheduling rest periods to coincide with
12 breaks in the flow of work that occur in the course of the
13 workday. The authorized rest period time shall be based on the
14 total hours worked daily at the rate of ten (10) minutes net rest
15 time for every four (4) hours worked, or major fraction thereof.
16 Rest periods shall take place at employer designated areas,
17 which may include or be limited to the employees’ immediate
18 work area.

19 (B) Rest periods need not be authorized in limited
20 circumstances when the disruption of continuous operations
21 would jeopardize the product or process of the work. However,
22 the employer shall make up the missed rest period within the
23 same workday or compensate the employee for the missed ten
24 (10) minutes of rest time at his/her regular rate of pay within the
25 same pay period.

26 (D) If an employer fails to provide an employee a rest period in
27 accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the
employee’s regular rate of compensation for each workday that
the rest period is not provided.

29 47. In addition, Labor Code Section 226.7 states

30 (a) An employer shall not require an employee to work during a meal or
31 rest or recovery period mandated pursuant to an applicable statute,
32 or applicable regulation, standard, or order of the Industrial Welfare
33 Commission, the Occupational Safety and Health Standards Board,
34 or the Division of Occupational Safety and Health.

35 (b) If an employer fails to provide an employee a meal or rest or
36 recovery period in accordance with a state law, including, but not
37 limited to, an applicable statute or applicable regulation, standard, or
38 order of the Industrial Welfare Commission, the Occupational
Safety and Health Standards Board, or the Division of Occupational

1 Safety and Health, the employer shall pay the employee one
2 additional hour of pay at the employee's regular rate of
3 compensation for each workday that the meal or rest or recovery
4 period is not provided.

5 48. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
6 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
7 major fraction thereof.

8 49. Defendants intentionally failed to authorize and permit Plaintiff and the Class
9 Members to take all 10-minute rest periods free from any work duties in accordance with the
10 Wage Order.

11 50. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
12 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
13 wages to Plaintiff and the Class Members for days on which they failed to authorize and
14 permit Plaintiff and the other Class Members to take timely rest periods.

15 51. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
16 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
17 major fraction thereof. Defendants did not seek an exemption from the rest period protections
18 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
19 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
20 failed to authorize and permit them to take 10-minute rest periods every four hours worked or
21 major fraction thereof.

22 52. Plaintiff is informed and believes and thereon alleges that, at all relevant times
23 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
24 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
25 Members to take all rest breaks required by California law.

26 53. Defendants failed to provide Plaintiff with all required rest breaks in
27 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
28 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
lack of a policy which resulted in Defendants not providing the Class Members with all rest
breaks required by California law.

1 54. Defendants failed to pay Plaintiff the additional wages required by California
2 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
3 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
4 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
5 providing the Class Members with additional wages for all rest breaks not provided to them as
6 required by California Labor Code § 226.7.

7 55. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
8 have suffered damages in amounts subject to proof to the extent they were not paid additional
9 wages owed for all rest breaks not provided to them.

10 56. By reason of the above, Plaintiff and the Class Members are entitled to
11 premium wages for workdays in which one or more rest breaks were not provided to them
12 pursuant to California Labor Code § 226.7.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS**

15 **(Lab. Code §§ 226.7, 512, and 1198)**

16 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

17 57. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

18 58. At all relevant times during the applicable limitations period, Plaintiff and the
19 Class Members have been employees of Defendants and entitled to the benefits and
20 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

21 59. In relevant part, Labor Code § 1198 states,

22 “The maximum hours of work and the standard conditions of labor
23 fixed by the commission shall be the maximum hours of work and the
24 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

25 60. In relevant part, Labor Code Section 512 states

26 “An employer may not employ an employee for a work period of more
27 than five hours per day without providing the employee with a meal
28 period of not less than 30 minutes, except that if the total work period
per day of the employee is no more than six hours, the meal period may

1 be waived by mutual consent of both the employer and employee. An
2 employer may not employ an employee for a work period of more than
3 10 hours per day without providing the employee with a second meal
4 period of not less than 30 minutes, except that if the total hours worked
5 is no more than 12 hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal
7 period was not waived.”

61. In relevant part, Section 10 of the Wage Order states:

Meal Periods:

(A) No employer shall employ any person for a work period of more
than five (5) hours without a meal period of not less than 30
minutes, except that when a work period of not more than six (6)
hours will complete the day’s work the meal period may be
waived by mutual consent of the employer and the employee.

(F) If an employer fails to provide an employee a meal period in
accordance with the applicable provisions of this order, the
employer shall pay the employee one (1) hour of pay at the
employee’s regular rate of compensation for each workday that
the meal period is not provided.

62. In relevant part, California Labor Code § 226.7 states:

(a) An employer shall not require an employee to work
during a meal or rest period mandated pursuant to an
applicable statute, or applicable regulation, standard, or
order of the Industrial Welfare Commission, the
Occupational Safety and Health Standards Board, or the
Division of Occupational Safety and Health.

(b) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including,
but not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
and Health, the employer shall pay the employee one
additional hour of pay at the employee’s regular rate of
compensation for each work day that the meal or rest
period is not provided.

63. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to be provided with uninterrupted meal periods of at least 30
minutes for each day they worked five or more hours. Pursuant to California Labor Code §

1 512, they were also entitled to a second 30-minute meal period when they worked more than
2 ten (10) hours in a workday.

3 64. As described above, Defendants intentionally failed to provide Plaintiff and the
4 Class Members with all required 30-minute duty free meal periods in accordance with the
5 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
6 failed to provide Plaintiff and the other Class Members with timely meal periods.

7 65. Plaintiff is informed and believes and thereon alleges that, at all relevant times
8 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
9 policy which resulted in Defendants not providing the and the Class Members with all timely
10 and off-duty meal periods required by California law.

11 66. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
12 have suffered damages in amounts subject to proof to the extent they were not paid additional
13 wages owed for all meal periods not provided to them.

14 67. By reason of the above, Plaintiff and the Class Members are entitled to
15 premium wages for workdays in which one or more meal periods were not provided to them
16 pursuant to California Labor Code § 226.7.

17 **FOURTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY**

19 **(Lab. Code §§ 1198 & 2802)**

20 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

21 68. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

22 69. At all relevant times, Plaintiff and the Class Members were employees of
23 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
24 and 2802, and the Wage Order.

25 70. In pertinent part, California Labor Code § 2802(a) states: "An employer shall
26 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
27 direct consequence of the discharge of his or her duties." Additionally, the Wage Order states,
28

1 (A) When uniforms are required by the employer to be worn by the employee as
2 a condition of employment, such uniforms shall be provided and maintained by
the employer.

3 ...

4 (B) When tools or equipment are required by the employer or are necessary to
5 the performance of a job, such tools and equipment shall be provided and
6 maintained by the employer, except that an employee whose wages are at least
7 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

8 Wage Order, § 9(A) and (B).

9 71. California Labor Code § 1198 prohibits employers from employing their
10 employees under conditions prohibited by the Wage Order.

11 72. As described above, at all relevant times, Defendants required Plaintiff and the
12 Class Members to incur certain business expenses in the course of performing their duties,
13 including but not limited to using their own personal tools and their own personal cell phones to
14 clock in and clock out of their work shifts and to communicate with ownership/management
15 concerning work matters. However, Defendants did not reimburse Plaintiff and the Class
16 Members for their tools and mobile phone expenses.

17 73. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
18 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
19 Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses
20 they incurred during the course of performing their duties.

21 74. Accordingly, with respect to this cause of action, on behalf of himself and the
22 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
23 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

26 **(California Labor Code Section 226)**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 75. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

1 76. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
2 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
3 itemized statement showing:

4 A. Gross wages earned;

5 B. Total hours worked by the employee, except for any employee whose
6 compensation is solely based on a salary and who is exempt from payment of overtime under
7 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

8 C. The number of piece rate units earned and any applicable piece rate if the
9 employee is paid on a piece-rate basis;

10 D. All deductions, provided that all deductions made on written orders of the
11 Employee may be aggregated and shown as one item;

12 E. Net wages earned;

13 F. The inclusive dates of the period for which the employee is paid;

14 G. The name of the employee and his or her social security number, except
15 that by January 1, 2008, only the last four digits of his or her social security number or an
16 employee identification number other than a social security number may be shown on the
17 itemized statement;

18 H. The name and address of the legal entity that is the employer; and

19 I. All applicable hourly rates in effect during the pay period and the
20 corresponding number of hours worked at each hourly rate by the employee.

21 77. Pursuant to California Labor Code § 226, an employee is deemed to suffer
22 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
23 suffer injury if the employer fails to provide accurate and complete information as required by
24 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
25 from the wage statement alone one or more of the following:

26 A. The amount of the gross wages or net wages paid to the employee during
27 the pay period or any of the other information required to be provided on the itemized wage
28 statement pursuant to California Labor Code § 226(a);

1 B. Which deductions the employer made from gross wages to determine the
2 net wages paid to the employee during the pay period;

3 C. The name and address of the employer and, if the employer is a farm
4 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
5 name and address of the legal entity that secured the services of the employer during the pay
6 period;

7 D. The name of the employee and only the last four digits of his or her social
8 security number or an employee identification number other than a social security number; and

9 E. The number of piece-rate units earned and the piece rate.

10 78. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
11 means a reasonable person would be able to readily ascertain the information without
12 reference to other documents or information.

13 79. As alleged herein, at all relevant times during the applicable limitations period,
14 Defendants violated California Labor Code section 226 because they did not properly and
15 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
16 worked, the corresponding number of hours worked at each rate by the employee and other
17 requirements of California Labor Code section 226. Defendants failed to state in the wage
18 statements they issued to Plaintiff and the other Class Members all their hours worked and
19 wages earned, including, but not limited to, regular and overtime wages for off-the-clock work
20 (as described above). Defendants knowingly and intentionally did not issue either as a
21 detachable part of the check, draft, or voucher paying the employee’s wages, or separately if
22 wages are paid by personal check or cash, statements to Plaintiff and the Class Members that
23 state all overtime wages earned, all minimum wages earned, all regular wages earned, all meal
24 period premium wages earned, all rest break premium wages earned, gross wages earned, net
25 wages earned, all hourly rates, and all hours worked at each rate of pay.

26 80. Defendants’ failure to provide Plaintiff and the other Class Members with
27 accurate wage statements was knowing and intentional. Defendants had the ability to provide
28 Plaintiff and the other Class Members with accurate wage statements but intentionally

1 provided wage statements that Defendants knew were not accurate.

2 81. As a result of being provided with inaccurate wage statements by Defendants,
3 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
4 accurate wage statements were violated and they were misled about the amount of wages they
5 had actually earned and were owed. In addition, the absence of accurate information on their
6 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
7 required discovery and mathematical computations to determine the amounts of wages owed,
8 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
9 led to the submission of inaccurate information about wages to state and federal government
10 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
11 wage statements whether Defendants complied with their obligations under California Labor
12 Code section 226(a).

13 82. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
14 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
15 period in which a violation of California Labor Code § 226(a) occurred and one hundred
16 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
17 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also
18 entitled to an award of costs and reasonable attorneys' fees.

19 **SIXTH CAUSE OF ACTION**
20 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

21 **(Lab. Code §§ 204)**

22 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

23 83. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

24 84. California Labor Code Section 204 establishes the fundamental right of all
25 employees in the State of California to be paid wages in a timely fashion for their work.

26 85. At all times relevant during the liability period, Defendants failed to pay
27 Plaintiff and the Class Members the full amount of all owed wages when due as required by
28 California Labor Code Section 204.

86. Defendants failed to pay Plaintiff and the Class Members all wages earned each pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class Members wages for all hours worked, including overtime hours and premium pay for missed rest breaks and meal breaks.

87. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have suffered damages in an amount, subject to proof, to the extent he was not paid all wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

88. Under this cause of action, Plaintiff prays for penalties on behalf of himself and Class Members due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201-203)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

89. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

90. At all relevant times during the applicable limitations period, Plaintiff and the Class have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201–203, and the Wage Order.

91. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

92. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

93. Labor Code § 203 provides that the wages of an employee continue on a daily

1 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
2 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

3 94. The Defendants failed to pay Plaintiff and all of the other Class Members
4 whose employment ended all of the earned but unpaid wages described above by the
5 conclusion of their employment with Defendants, including minimum wages, regular wages,
6 overtime wages, unprovided meal period premium wages, and unprovided rest break premium
7 wages. Additionally, the Defendants failed to issue to Plaintiff and all of the other Class
8 members whose employment ended their final paychecks within the required time periods.

9 95. By failing to pay such earned wages to Plaintiff and the Class Members,
10 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
11 § 201 or § 202.

12 96. Plaintiff is informed and believes that Defendants' failures to timely pay
13 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have
14 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
15 practices that violate the requirements of the Labor Code and the Wage Order, even though at
16 all relevant times, they have had the ability to comply with those legal requirements.

17 97. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf
18 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
19 penalties for each Class Member.

20 **EIGHTH CAUSE OF ACTION**

21 **CIVIL PENALTIES**

22 **(Lab. Code §§ 2698, *et seq.*)**

23 **(By Plaintiff and the Aggrieved Employees against all Defendants)**

24 98. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

25 99. The "Aggrieved Employees" are all members of the Class defined above who
26 Defendants employed during the period beginning March 8, 2023 and ending on the date that
27 final judgment is entered in this action.

28 100. Labor Code § 204 states

1 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
2 or 204.2, earned by any person in any employment are due and payable twice
3 during each calendar month, on days designated in advance by the employer as
4 the regular paydays. Labor performed between the 1st and 15th days, inclusive,
5 of any calendar month shall be paid for between the 16th and the 26th day of the
6 month during which the labor was performed, and labor performed between the
7 16th and the last day, inclusive, of any calendar month, shall be paid for
8 between the 1st and 10th day of the following month. ...

9 (b) (1) Notwithstanding any other provision of this section, all wages
10 earned for labor in excess of the normal work period shall be paid no later than
11 the payday for the next regular payroll period.

12 (2) An employer is in compliance with the requirements of subdivision (a)
13 of Section 226 relating to total hours worked by the employee, if hours worked
14 in excess of the normal work period during the current pay period are itemized
15 as corrections on the paystub for the next regular pay period. Any corrections set
16 out in a subsequently issued paystub shall state the inclusive dates of the pay
17 period for which the employer is correcting its initial report of hours worked.

18 (c) However, when employees are covered by a collective bargaining
19 agreement that provides different pay arrangements, those arrangements shall
20 apply to the covered employees.

21 (d) The requirements of this section shall be deemed satisfied by the
22 payment of wages for weekly, biweekly, or semimonthly payroll if the wages
23 are paid not more than seven calendar days following the close of the payroll
24 period.

25 101. Defendants paid wages to employees on regular intervals. Defendants,
26 however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked.
27 On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved
28 Employees on such intervals for all wages earned and all hours worked.

102. Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall

...

(c) Keep a record showing the names and addresses of all employees employed
and the ages of all minors.

(d) Keep, at a central location in the state or at the plants or establishments at
which employees are employed, payroll records showing the hours worked
daily by and the wages paid to, and the number of piece-rate units earned by
and any applicable piece rate paid to, employees employed at the respective
plants or establishments. These records shall be kept in accordance with rules

1 established for this purpose by the commission, but in any case shall be kept on
2 file for not less than three years. An employer shall not prohibit an employee
3 from maintaining a personal record of hours worked, or, if paid on a piece-rate
4 basis, piece-rate units earned.

5 103. Defendants failed to compensate Plaintiff and all of the other Aggrieved
6 Employees for all hours worked at the correct rates of pay, including all minimum wages
7 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
8 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
9 net wages earned, and related compensation. As a result, Defendants have failed to accurately
10 maintain all records required by section 1174 and the Wage Order, including but not limited to
11 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
12 applicable hourly rates during each payroll period.

13 104. During the applicable time period, Defendants violated California Labor Code
14 §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1197, 1198, and 2802.

15 105. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
16 behalf of themselves and other current or former employees, to bring a civil action to recover
17 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

18 106. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
19 Members are entitled to recover civil penalties for each of the Defendants' violations of
20 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 558.1, 1174, 1194,
21 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

22 A. For violations of California Labor Code § 204, one hundred dollars
23 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
24 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
25 established by California Labor Code § 210).

26 B. For violations of California Labor Code § 226(a), two hundred fifty
27 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
28 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty

1 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
2 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
3 established by California Labor Code § 558).

4 D. For violations of California Labor Code § 1174, five hundred dollars
5 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
6 California Labor Code § 1174.5).

7 E. For violations of California Labor Code § 1197, one hundred dollars
8 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
9 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
10 per pay period (regardless of whether the initial violations were intentionally committed)
11 (penalty amounts established by California Labor Code § 1197.1).

12 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
13 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
14 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
15 pay period for each subsequent violation (penalty amounts established by California Labor
16 Code § 2699(f)(2)).

17 107. Plaintiff has complied with the procedures for bringing suit specified in
18 California Labor Code § 2699.3. By letter dated March 8, 2024, Plaintiff filed written notice
19 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
20 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
21 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
22 accompanied his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
23 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
24 anticipates that the LWDA will provide written notice to Plaintiff informing him that it does
25 not intend to investigate these allegations.

26 108. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
27 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
28 connection with their claims for civil penalties.

1 **NINTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 109. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 110. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class Members have been employees of Defendants and entitled to the benefits and
8 protections of the Business and Professions Code §§ 17200, *et seq.*

9 111. The unlawful conduct of Defendants alleged herein amounts to and constitutes
10 unfair competition within the meaning of California Business & Professions Code §§ 17200,
11 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
12 unfairly gained a competitive advantage over other comparable companies doing business in
13 California that comply with their legal obligations to compensate employees for all earned
14 wages.

15 112. As a result of Defendants' unfair competition as alleged herein, Plaintiff and
16 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
17 Class Members were deprived of minimum wages, regular wages, overtime wages, missed
18 meal period premium wages, missed rest period premium wages, mobile phone, personal
19 tools, and other expenses, and comparable money and property.

20 113. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
21 Class Members are entitled to restitution of all monies rightfully belonging to them that
22 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
23 business practices.

24 114. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
25 connection with their unfair competition claims pursuant to California Code of Civil
26 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

27 ///

28 ///

1 **V. PRAYER FOR RELIEF**

2 115. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
3 for relief and judgment against Defendants as follows:

4 A. An order that the action be certified as a class action with respect to
5 Plaintiff's claims for violations of California law;

6 B. An order that Plaintiff be appointed class representative;

7 C. An order that counsel for Plaintiff be appointed class counsel;

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split
9 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
10 time, and reporting time wages;

11 E. Liquidated damages;

12 F. Statutory penalties, including waiting time penalties;

13 G. Civil penalties;

14 H. Restitution;

15 I. Declaratory relief;

16 J. Actual damages;

17 K. Pre-judgment interest;

18 L. Costs of suit;

19 M. Reasonable attorneys' fees; and

20 N. Such other relief as the Court deems just and proper.

21 **VI. DEMAND FOR JURY TRIAL**

22 Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial
23 on all issues so triable.

24 Dated: May 28, 2024

MM LAW, APC

25 By Maralle Messrelia
26 Maralle Messrelia, Esq.
27 Attorneys for Plaintiff,
28 JOEL VALDIVIA, and all others similarly
situated