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Attorneys for Plaintiff ROBERT ENRIQUEZ,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT ENRIQUEZ, individually and on behalf
of all others similarly situated,

Plaintiff(s),

v.

SCORPION SERVICES, INC., and DOES 1 to
100,

Defendant(s).

Case No. **24STCV12293**

COMPLAINT

- 1. Failure to Provide Compliant Meal Periods**
- 2. Failure to Provide Compliant Rest Periods**
- 3. Failure to Pay for All Hours Worked**
- 4. Failure to Pay All Overtime Owed**
- 5. Wage Statement Penalties**
- 6. Waiting Time Penalties**
- 7. Violation of Unfair Competition Law**
- 8. Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff ROBERT ENRIQUEZ ("Plaintiff") is an adult resident of Los Angeles County, California and was at all times relevant residing in Los Angeles County, California.
2. Defendant SCORPION SERVICES, INC. ("Defendant") is a California corporation with its principal place of business located in Los Angeles County, California. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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

9 **JURISDICTION AND VENUE**

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

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

16 **FACTUAL ALLEGATIONS**

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

18 7. Plaintiff was employed by Defendants from 6/1/2018 to 10/20/2023.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because meal breaks were
20 regularly missed because there was no one to relieve Plaintiff for their meal breaks.

21 9. Plaintiff was required to remain on call, on premises and on duty because there was no one
22 to relieve them.

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

25 11. Defendant failed to provide Plaintiff with compliant rest breaks because Plaintiff was
26 required to remain on call, on premises and on duty because there was no one to relieve them for his
27 rest breaks.

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

13. Defendants failed to pay Plaintiff for all hours worked because Plaintiff was required to clock out for meal break but remain on call, on premises and on duty. Thus, Employer owns Plaintiff 30 minutes of unpaid time per shift.

14. Defendants failed to pay Plaintiff all overtime owed because Plaintiff regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since Plaintiff was required to perform work off the clock, it follows that this time was often overtime. Thus, Plaintiff was not paid all overtime wages owed.

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

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

PAGA ALLEGATIONS

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

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

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

1 20. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
2 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee’s
3 claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such Notice within
4 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may
5 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
6 to any other penalties to which the employee may be entitled.

7 21. On 3/5/24, Plaintiff provided written notice by online filing to the LWDA and by certified
8 mail to Defendants of specific provisions of the Labor Code alleged to have been violated by
9 Defendants, including the facts and theories to support the alleged violations.

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

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

16 **FIRST CAUSE OF ACTION**

17 **Failure to Provide Compliant Meal Periods**

18 **By Plaintiff Against All Defendants**

19 24. Plaintiff incorporates by reference the paragraphs above.

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

24 26. An employer provides compliant meal breaks to its employees “if it relieves its employees
25 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
26 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
27 1004, 1040 (2012)).

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

4 28. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

5 29. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
6 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
7 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
8 11 Cal. 5th 858 (2021)).

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

11 31. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
12 penalties, attorney fees, and costs.

13 **SECOND CAUSE OF ACTION**

14 **Failure to Provide Compliant Rest Periods**

15 **By Plaintiff Against All Defendants**

16 32. Plaintiff incorporates by reference the paragraphs above.

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

20 34. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
21 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
22 5th 257, 269 (2016)).

23 35. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

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

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1 37. Defendants failed to pay premium pay at Plaintiff's regular rate of pay for each day a rest
2 break was missed.

3 38. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
4 penalties, attorney fees, and costs.

5 **THIRD CAUSE OF ACTION**

6 **Failure to Pay for All Hours Worked**

7 **By Plaintiff Against All Defendants**

8 39. Plaintiff incorporates by reference the paragraphs above.

9 40. Labor Code sections 558 and 1194 and the Wage Orders require an employer to pay
10 employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than
11 40 hours in a workweek.

12 41. Defendants failed to pay Plaintiff for all hours worked as alleged herein.

13 42. Plaintiff is therefore entitled to recover all unpaid wages, liquidated damages, interest,
14 penalties, attorney fees, and costs.

15 **FOURTH CAUSE OF ACTION**

16 **Failure to Pay All Overtime Owed**

17 **By Plaintiff Against All Defendants**

18 43. Plaintiff incorporates by reference the paragraphs above.

19 44. Labor Code section 510 provides that "[a]ny work in excess of eight hours in one workday
20 and any work in excess of 40 hours in any one workweek and the first eight hours worked on the
21 seventh day of work in any one workweek shall be compensated at the rate of no less than one and
22 one-half times the regular rate of pay for an employee."

23 45. Defendants failed to pay Plaintiff all overtime wages owed as alleged herein.

24 46. Plaintiff is therefore entitled to recover all unpaid overtime wages, liquidated damages,
25 interest, penalties, attorney fees, and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **Wage Statement Penalties**

3 **By Plaintiff Against All Defendants**

4 47. Plaintiff incorporates by reference the paragraphs above.

5 48. Labor Code section 226(a) requires employers to provide itemized wage statements to its
6 employees that identify accurate information regarding their compensation. Defendants, as a matter
7 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
8 statements to Plaintiff in violation of Labor Code section 226(a).

9 49. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate
10 and incomplete.

11 50. Defendants knowingly and intentionally issued wage statements that were inaccurate and
12 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
13 Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

14 51. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and
15 costs.

16 **SIXTH CAUSE OF ACTION**

17 **Waiting Time Penalties**

18 **By Plaintiff Against All Defendants**

19 52. Plaintiff incorporates by reference the paragraphs above.

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

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

27 55. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
28 conclusion of employment.

1 56. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
2 and costs.

3 **SEVENTH CAUSE OF ACTION**

4 **Violation of Unfair Competition Law**

5 **By Plaintiff Against All Defendants**

6 57. Plaintiff incorporates by reference the paragraphs above.

7 58. Defendants' conduct described herein constitutes unfair competition.

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

11 60. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
12 wrongfully withheld wages.

13 61. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

14 **EIGHTH CAUSE OF ACTION**

15 **Private Attorneys General Act**

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

17 62. Plaintiff incorporates by reference the paragraphs above.

18 63. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
19 violation(s) of the Labor Code.

20 64. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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

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

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1 67. With respect to violations of Labor Code section 1197 for Defendants' failure to compensate
2 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
3 sections 1197.1 and 2699 apply.

4 68. With respect to violations of Labor Code section 510 for Defendants' failure to compensate
5 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
6 sections 558, 1197.1, and 2699 apply.

7 69. With respect to violations of Labor Code section 203 for failure to pay all wages due to
8 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
9 Labor Code section 2699 apply.

10 70. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
11 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
12 and 2699 apply.

13 71. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
14 to Labor Code section 2699(g).

15 **PRAYER FOR RELIEF**

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

17 **1ST Cause of Action**

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

23 **2ND Cause of Action**

- 24 1. Damages and/or penalties pursuant to Labor Code section 226.7
25 2. Interest
26 3. Attorneys' fees
27 4. Costs
28 5. Other relief the court deems proper

1 3RD Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
- 3 2. Liquidated damages
- 4 3. Interest
- 5 4. Attorneys' fees
- 6 5. Costs
- 7 6. Other relief the court deems proper

8 4TH Cause of Action

- 9 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
- 10 2. Interest
- 11 3. Attorneys' fees
- 12 4. Costs
- 13 5. Other relief the court deems proper

14 5TH Cause of Action

- 15 1. Penalties pursuant to Labor Code section 226
- 16 2. Attorneys' fees
- 17 3. Costs
- 18 4. Other relief the court deems proper

19 6th Cause of Action

- 20 1. Penalties pursuant to Labor Code section 203
- 21 2. Attorneys' fees
- 22 3. Costs
- 23 4. Other relief the court deems proper

24 7TH Cause of Action

- 25 1. Restitution of all wrongfully withheld wages
- 26 2. Attorneys' fees
- 27 3. Costs
- 28 4. Other relief the court deems proper

1 8TH Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
3 2. Attorneys' fees
4 3. Costs
5 4. Other relief the court deems proper

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7 DATED: May 15, 2024

FRONTIER LAW CENTER

8 /s/ Daniel Ginzburg

DANIEL GINZBURG

9
10 Attorneys for Plaintiff
11 ROBERT ENRIQUEZ,
12 individually and on behalf of all others
13 similarly situated
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