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Attorneys for Defendants,
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANDREW ERIC REUBEN MARTINEZ
and GEORGE VILORIA, individually and
on behalf of others similarly situated,

Plaintiffs,

vs.

TURBOTECH MACHINING, LLC, a
California Limited Liability Company;
CHRISTOPHER LENCIONI, an individual;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: CIVSB2409309
[Unlimited Jurisdiction]

**STIPULATION FOR LEAVE TO FILE
PLAINTIFF'S FIRST AMENDED
COMPLAINT; AND [PROPOSED] ORDER
THEREON**

Complaint Filed: March 19, 2024
Trial Date: None Set Yet

Pursuant to section 472 of the California Code of Civil Procedure, Plaintiffs Andrew Eric Reuben Martinez and George Viloria ("Plaintiffs") and Defendants Turbotech Machining, LLC and Christopher Lencioni ("Defendants"), by and through their respective counsels of record, submit this Stipulation for Leave to File a First Amended Complaint. Plaintiff and Defendant

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 20 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

1 are collectively referred to as the "Parties."

2 The First Amended Complaint is attached hereto as Exhibit A and is also concurrently
3 filed with this Stipulation.

4 **RECITALS**

5 On April 17, 2024, Plaintiff served a letter alleging various violations pursuant to the
6 Private Attorneys General Act of 2004 ("PAGA") to the Labor Workforce and Development
7 Agency and on Defendants. Following the required period of notice, Plaintiff filed this lawsuit
8 in the above-captioned Court on September 6, 2024 pursuant to Cal. Labor Code sections
9 2699.3(a)(2)(B-C).

10 However, on September 18, 2024, Plaintiffs received notice from the Court that the filing
11 of the First Amended Complaint was being rejected by the Court because Plaintiffs had not
12 received leave from the Court to file the Amended Complaint. Thus, the Parties agreed to
13 stipulate to the filing of the First Amended Complaint adding the PAGA cause of action. The
14 Parties agree that the filing of this First Amended Complaint is in the interests of justice and for
15 purposes of judicial efficiency. Both parties also agree that a stipulation to give Plaintiff leave to
16 file a First Amended Complaint would minimize costs for the parties and preserve scarce judicial
17 resources.

18 **STIPULATION**

19 NOW, THEREFORE, the Parties, by and through their undersigned counsel of record,
20 hereby agree and stipulate that:

21 1. Plaintiff may file the First Amended Complaint, attached hereto as Exhibit A and
22 also concurrently filed herewith.

23 2. Defendant will have thirty (30) days from the date the First Amended Complaint
24 is deemed filed by the Court to file an answer or other responsive pleading.

1 **IT IS SO STIPULATED.**

2
3 Dated: September 25, 2024

DOMB & RAUCHWERGER, LLP

4
5 By: *Devin Rauchwerger*
6 Zack I. Domb, Esq.
7 Devin E. Rauchwerger, Esq.
8 Jeffrey P. Jackson, Esq.
9 Attorneys for Plaintiffs

10 Dated: September 25, 2024

DAVID H. RICKS & ASSOCIATES

11 By: *David H. Ricks*
12 David H. Ricks, Esq.
13 Attorneys for Defendants

14 **[PROPOSED] ORDER**

15 Based on the foregoing Stipulation, and for good cause shown, IT IS HEREBY
16 ORDERED:

- 17 1. Plaintiffs are granted leave to file Plaintiffs' First Amended Complaint, attached
18 hereto as Exhibit A and also concurrently filed herewith. Upon execution of this
19 Order, Plaintiffs' First Amended Complaint is deemed filed with the Court.
20 2. Defendant will have thirty (30) days from the date this Order is signed by the
21 Court to file an answer or other responsive pleading.

22 **IT IS SO ORDERED.**

23
24 DATE: *Nov. 20, 2024*

25 *[Signature]*
26 JUDGE OF THE SUPERIOR COURT
27 **JOSEPH T. ORTIZ**

EXHIBIT A

1 ZACK I. DOMB, SBN 265185
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7 Attorneys for Plaintiffs
8 Andrew Eric Reuben Martinez and George Vilorio

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF SAN BERNARDINO**

11 ANDREW ERIC REUBEN MARTINEZ
12 and GEORGE VILORIA, individually and
on behalf of others similarly situated,

13 Plaintiffs,

14 vs.

15 TURBOTECH MACHINING, LLC, a
16 California Limited Liability Company;
CHRISTOPHER LENCIONI, an individual;
17 and DOES 1 through 50, inclusive,

18 Defendants.
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Case No.: CIVSB2409309

**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

Plaintiffs Andrew Eric Reuben Martinez and George Vilorio ("Plaintiffs"), 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, allege as follows:

JURISDICTION AND VENUE

1. Plaintiffs bring this action against Defendant TurboTech Machining, LLC, Christopher Lencioni, 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 Defendant's 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. Plaintiffs' First through Ninth Causes of Action are brought as a class action on behalf of themselves and similarly situated current and former employees of Defendant (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 Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff Martinez's Tenth Cause of Action is brought as a representative action on behalf of themselves and certain other current and former individuals who performed work for

1 Defendant as employees in California during the statutory period (hereinafter collective referred
2 to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq.
3 Plaintiffs are aggrieved employees against whom one or more of the alleged violations occurred.
4 The civil penalties sought by Plaintiff Martinez exceed the minimal jurisdictional limits of the
5 Superior Court and will be established according to proof at trial.

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

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

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

18 **PARTIES**

19 7. Plaintiff Andrew Eric Reuben Martinez (“Andrew Martinez”) is an individual
20 residing in the County of San Bernardino, State of California.

21 8. Plaintiff George Vioria is an individual residing in the County of Riverside, State
22 of California.

23 9. Defendant TurboTech Machining, LLC, is and at all times herein mentioned was,
24 a Limited Liability Company organized and existing under the laws of the State of California and
25 registered to do business in the state of California.

26 10. Defendant Christopher Lencioni (“Defendant Lencioni”) is an individual residing
27 in the State of California and is believed to be the sole member, sole owner, and Chief Executive
28 Officer of Defendant TurboTech Machining, LLC, and the person responsible for the company’s

1 violations of, and/or implementing policies that failed to comply with, the Labor Code provisions
2 identified below. Defendant TurboTech Machining, LLC and Defendant Lencioni are collectively
3 referred to as "Defendants."

4 11. Plaintiffs are ignorant of the identities of defendants DOES 1 through 50,
5 inclusive, and therefore sue these defendants by such fictitious names. The DOE defendants may
6 be individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon
7 allege, that, at all times mentioned herein, each of the DOE defendants was the parent, subsidiary,
8 agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants and
9 were at all times mentioned acting within the scope, purpose, consent, knowledge, ratification
10 and authorization of such agency, employment, joint venture, and conspiracy. Plaintiffs will
11 amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are
12 informed and believe and thereon allege that each of the fictitiously named DOE defendants is
13 responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as
14 herein alleged were proximately caused by its conduct. TurboTech Machining, LLC, Defendant
15 Lencioni, and DOE Defendants 1 through 50 are collectively referred to herein as "Defendant."

16 12. Defendant is and at all times herein mentioned was, (a) conducting business in the
17 County of San Bernardino, State of California, and (b) the employer of Plaintiffs consistent with
18 the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

19 13. Plaintiffs further allege that Defendant, directly or indirectly controlled or affected
20 the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the
21 Class, and the Aggrieved Employees so as to make each of said Defendant employers and
22 employers jointly liable under the statutory provisions set forth herein.

23 **CLASS ACTION ALLEGATIONS**

24 14. Plaintiffs bring the First through Ninth Causes of Action as a class action on their
25 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
26 seek class certification under Code of Civil Procedure section 382.

27 15. The proposed class is defined as follows: All current and former non-exempt
28 employees of Defendant within the State of California at any time commencing four (4) years

preceding the filing of Plaintiffs' complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

16. Plaintiffs reserve the right to establish other subclasses as appropriate.

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

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

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

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

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

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to

1 assert their rights out of fear of direct or indirect retaliation. However, class
2 actions provide the Class Members who are not named in the complaint
3 anonymity that allows for the vindication of their rights.

4 18. There are common questions of law and fact as to the Class that predominate over
5 questions affecting only individual members. The following common questions of law or fact,
6 among others, exist as to the members of the Class:

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

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

23 **PAGA ALLEGATIONS**

24 19. At all times herein set forth, PAGA was applicable to Plaintiff Martinez's

25 employment by Defendant.

26 20. At all times herein set forth, PAGA provides that any provision of law under the

27 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA

28 for violations of the California Labor Code may, as an alternative, be recovered through a civil

1 action brought by an aggrieved employee on behalf of themselves and other current or former
2 employees pursuant to procedures outlined in California Labor Code section 2699.3.

3 21. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
4 employee,” who is any person that was employed by the alleged violator and against whom one
5 or more of the alleged violations was committed.

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

11 23. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
12 employees, including Plaintiff Martinez, may pursue a civil action arising under PAGA after the
13 following requirements have been met:

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

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

24. On April 17, 2024, Plaintiff Martinez provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant TurboTech Machining, LLC of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff Martinez has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff Martinez's notice.

25. Therefore, Plaintiff Martinez has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendant, 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

26. Defendant is a manufacturer of precision manufactured components.

27. Defendant employed Plaintiff Andrew Martinez to work as a Machinist from approximately November 22, 2021, to May 05, 2023.

28. Defendant employed Plaintiff George Vilorio to work as a Machinist from approximately November 7, 2022, to January 12, 2023.

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

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

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

32. Plaintiffs, the Class, and the Aggrieved Employees worked more minutes per shift than Defendant credited them with having worked. Defendant “rounded” down or “shaved” Plaintiffs’, the Class, and the Aggrieved Employees’ total daily hours worked at the time of their clock-in and clock-out to the nearest quarter of an hour, to the benefit of Defendant, in policy

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

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

21 34. Throughout the time period involved in this case, Defendant implemented policies
22 and/or practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees with
23 timely and duty-free meal periods. Defendant routinely failed to relieve Plaintiffs, the Class, and
24 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
25 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,
26 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable
27 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,
28 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later

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

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

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

23 37. Throughout the time period involved in this case, Defendant has implemented
24 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
25 taking timely and duty-free rest periods. Defendant regularly failed to provide, authorize, and
26 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
27 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
28 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to

1 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
2 work period.

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

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

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

27 41. Throughout the time period involved in this case, Defendant implemented policies
28 that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately recording the

1 actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees
2 all wages owed.

3 42. Throughout the time period involved in this case, Plaintiffs, the Class, and the
4 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
5 week.

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

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

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

24 46. Throughout the time period involved in this case, Defendant regularly failed to
25 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge
26 or resignation. Defendant knew or should have known that Plaintiffs, the Class, and the Aggrieved
27 Employees were entitled to receive all wages owed to them upon termination within the time
28 permissible under California Labor Code section 202. Plaintiffs, the Class, and the Aggrieved

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

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

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

19 49. Throughout the time period involved in this case, Defendant regularly failed to
20 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
21 Defendant knew or should have known that Defendant was required to keep complete and
22 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance
23 with California law, but, in fact, did not keep complete and accurate payroll records.

24 50. Throughout the time period involved in this case, Defendant regularly failed to
25 maintain accurate records relating to Plaintiffs' and the Class's work periods, meal periods, total
26 daily hours, hours per pay period, and applicable pay rates.

27 51. Throughout the time period involved in this case, Defendant failed to reimburse
28 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,

1 including but not limited to cell phone usage and/or protective gear (e.g. masks). Defendant knew
2 or should have known that Defendant was required to reimburse Plaintiffs, the Class, and the
3 Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to
4 do so in violation of California law.

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

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

14 **FIRST CAUSE OF ACTION**

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

16 **(Against All Defendants)**

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

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

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

28 57. The applicable IWC Wage Order further provides that Defendant is and was

1 required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular
2 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
3 in excess of eight (8) hours on the seventh day of work in a workweek.

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

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

11 60. Plaintiffs and similarly situated employees worked more minutes per shift than
12 Defendants credited them with having worked.

13 61. Defendant "rounded" down or "shaved" Plaintiffs and similarly situated
14 employees' total daily hours worked to the nearest quarter of an hour at the clock-in and clock-
15 out times, to the benefit of Defendant without Plaintiffs and similarly situated employees being
16 paid wages for this time. Plaintiffs and other similarly situated employees were not paid for this
17 time. The foregoing resulted in time during each workday which Plaintiffs and similarly situated
18 employees were under control of Defendant but were not compensated at their overtime rate of
19 pay when they worked more than eight hours in a day or 40 hours in a week, in violation of Labor
20 Code sections 510, 1194, and 1198.

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

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

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

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1 scheduled to work for a period of time in excess of ten (10) hours were required to work for
2 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
3 thirty (30) minutes.

4 72. During the relevant time period, Defendant “rounded” down or “shaved” Plaintiffs
5 and similarly situated employees’ total number of hours (or fraction thereof) in which they took
6 lunch. This policy of rounding meal periods made it such that Plaintiffs and other similarly
7 situated employees were not provided with legally compliant meal breaks and were not paid meal
8 period premiums for any meal breaks that were less than thirty (30) minutes in duration.

9 73. During the relevant time period, Defendant intentionally and willfully required
10 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
11 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
12 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

13 74. During the relevant time period, Defendant failed to pay Plaintiffs and the other
14 Class Members the full meal period premiums due pursuant to California Labor Code section
15 226.7.

16 75. Defendant’s conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7 and 512(a).

18 76. Pursuant to the applicable IWC Wage Order and California Labor Code section
19 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendant one
20 additional hour of pay at the employee’s regular rate of compensation for each work day that the
21 meal period was not provided.

22 **THIRD CAUSE OF ACTION**

23 **(Violation of California Labor Code § 226.7, 558, and 558.1)**

24 **(Against All Defendants)**

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

27 78. At all times herein set forth, the applicable IWC Wage Order and California Labor
28 Code section 226.7 were applicable to Plaintiffs and the other Class Members’ employment by

1 Defendant.

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

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

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

14 82. During the relevant time period, Defendant willfully required Plaintiffs and the
15 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
16 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
17 Members to take uninterrupted, duty-free rest breaks.

18 83. During the relevant time period, Defendant failed to pay Plaintiffs and the other
19 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
20 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and
21 other Class Members from taking uninterrupted rest periods.

22 84. Defendant’s conduct violates applicable IWC Wage Orders and California Labor
23 Code section 226.7.

24 85. Pursuant to the applicable IWC Wage Orders and California Labor Code section
25 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendant one
26 additional hour of pay at the employees’ regular hourly rate of compensation for each work day
27 that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 558, 558.1, 1194, 1197, and 1197.1)**

3 **(Against All Defendants)**

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

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

9 88. During the relevant time period, Defendant regularly failed to pay minimum wage
10 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
11 1194, 1197, and 1197.1.

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

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

20 **FIFTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 201, 202, 203, 558, and 558.1)**

22 **(Against All Defendants)**

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

25 92. At all relevant times herein set forth, California Labor Code sections 201 and 202
26 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
27 discharge are due and payable immediately, and if an employee quits his or her employment, his
28 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the

1 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
2 the employee is entitled to his or her wages at the time of quitting.

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

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

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

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

19 **SIXTH CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 204, 210, 558, and 558.1)**

21 **(Against All Defendants)**

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

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

28 99. At all times herein set forth, California Labor Code section 204 provides that all

1 wages earned by any person in any employment between the 16th and the last day, inclusive, of
2 any calendar month, other than those wages due upon termination of an employee, are due and
3 payable between the 1st and the 10th day of the following month.

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

7 101. During the relevant time period, Defendant intentionally and willfully failed to pay
8 Plaintiffs and other Class Members all wages due to them, within any time period permissible
9 under California Labor Code section 204.

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

13 **SEVENTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 226(a), 558, and 558.1)**

15 **(Against All Defendants)**

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

18 104. At all material times set forth herein, California Labor Code section 226(a)
19 provides that every employer shall furnish each of his or her employees an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
21 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
22 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
23 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
24 of the period for which the employee is paid, (7) the name of the employee and his or her social
25 security number, (8) the name and address of the legal entity that is the employer, and (9) all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee. The deductions made from payments of wages shall
28 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and

1 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
2 least three years at the place of employment or at a central location within the State of California.

3 105. Defendant has intentionally and willfully failed to provide Plaintiffs and the Class
4 with complete and accurate wage statements. The deficiencies include, but are not limited to the
5 failure list the total number of hours worked, the actual gross wages earned, the correct rates of
6 pay, and the address of the legal entity of the employer.

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

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

13 108. Plaintiffs and the Class are entitled to recover from Defendant the greater of their
14 actual damages caused by Defendant's failure to comply with California Labor Code section
15 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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

18 **EIGHTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 558, 558.1, 2800, and 2802)**

20 **(Against All Defendants)**

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

23 111. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employee for all necessary expenditures incurred by the employee in direct
25 consequence of the discharge of his or her job duties or in direct consequence of his or her job
26 duties or in direct consequence of his or her obedience to the directions of the employer.

27 112. Plaintiffs and the Class incurred necessary business-related expenses and costs that
28 were not fully reimbursed by Defendant. Defendant's failure to reimburse for all necessary

1 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for
2 costs incurred as a result of, including but not limited to, simple negligence.

3 113. Defendant has intentionally and willfully failed to reimburse Plaintiffs and the
4 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
5 recover from Defendant their business-related expenses and costs incurred during the course and
6 scope of their employment, plus interest accrued from the date on which the employee incurred
7 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

8 **NINTH CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

13 115. Defendant's conduct, as alleged herein, has been, and continues to be, unfair,
14 unlawful and harmful to Plaintiffs and the Class, to the general public, and Defendant's
15 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest
16 within the meaning of Code of Civil Procedure section 1021.5.

17 116. Defendant's activities as alleged herein are violations of California law, and
18 constitute unlawful business acts and practices in violation of California Business & Professions
19 Code section 17200, *et seq.*

20 117. A violation of California Business & Professions Code section 17200, *et seq.* may
21 be predicated on the violation of any state or federal law. In this instant case, Defendant's policies
22 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
23 paying them proper compensation violate California Labor Code sections 510 and 1198.
24 Additionally, Defendant's policies and practices of requiring employees, including Plaintiffs and
25 the Class, to work through their meal and rest periods without paying them proper compensation
26 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendant's policies and
27 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
28 sections 201, 202, 203 and 204.

1 118. Defendant also violated California Labor Code sections 221, 226(a), 1194, 1197,
2 1197.1, 510, 1174(d), 2800, and 2802.

3 119. As a result of the herein described violations of California law, Defendant
4 unlawfully gained an unfair advantage over other businesses.

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

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

13 **TENTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2699, Et Seq. ("Private Attorneys General Act")**
15 **(Against All Defendants)**

16 122. Plaintiff Martinez incorporate by reference and re-allege as if fully stated herein
17 each and every allegation set forth above.

18 123. PAGA expressly establishes that any provision of the California Labor Code
19 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
20 departments, divisions, commissions, boards, agencies or employees for a violation of the
21 California Labor Code, may be recovered through a civil action brought by an aggrieved
22 employee on behalf of himself or herself, and other current or former employees.

23 124. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
25 authorized to exercise the same discretion, subject to the same limitations and conditions, to assess
26 a civil penalty.

27 125. Plaintiff Martinez and the other hourly-paid or non-exempt employees or
28 individuals who performed work for Defendant during the statutory period are "aggrieved

1 employees” as defined by California Labor Code section 2699(c) in that they are all current or
2 former employees of Defendant, and one or more of the alleged violations was committed against
3 them. As set forth in detail above, during all times relevant to this Action, Defendant has routinely
4 subjected Plaintiff Martinez and the Aggrieved Employees to violations of California Labor
5 Codes by:

6 **Failure to Pay Overtime**

7 126. Defendant’s failure to pay legally required overtime wages to Plaintiff Martinez
8 and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful
9 or unfair activity prohibited by California Labor Code sections 510 and 1198.

10 **Failure to Provide Meal Periods**

11 127. Defendant’s failure to provide legally required meal periods to Plaintiff Martinez
12 and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful
13 or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

14 **Failure to Provide Rest Periods**

15 128. Defendant’s failure to provide legally required rest periods to Plaintiff Martinez
16 and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful
17 or unfair activity prohibited by California Labor Code section 226.7.

18 **Failure to Pay Minimum Wages**

19 129. Defendant’s failure to pay legally required minimum wages to Plaintiff Martinez
20 and the other Aggrieved Employees is in violation of the Wage Orders and constitutes unlawful
21 or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

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

23 130. Defendant’s failure to timely pay wages to Plaintiff Martinez and the other
24 Aggrieved Employees upon termination in accordance with Labor Code sections 201 and 202
25 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and
26 202.

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

28 131. Defendant’s failure to timely pay wages to Plaintiff Martinez and the other

1 Aggrieved Employees during employment in accordance with Labor Code section 204 constitutes
2 unlawful and/or unfair activity prohibited by California Labor Code section 204.

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

4 132. Defendant's failure to provide complete and accurate wage statements to Plaintiff
5 Martinez and the other Aggrieved Employees in accordance with Labor Code section 226(a)
6 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

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

8 133. Defendant's failure to keep complete and accurate payroll records relating to
9 Plaintiff Martinez and the other Aggrieved Employees in accordance with California Labor Code
10 section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code
11 section 1174(d).

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

- 17 a. Penalties under California Labor Code section 2699 in the amount of a hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation,
19 and two hundred dollars (\$200) for each aggrieved employee per pay period for
20 each subsequent violation;
- 21 b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in
22 the amount of fifty dollars (\$50) for each aggrieved employee per pay period for
23 the initial violation, and one hundred dollars (\$100) for each subsequent violation;
24 and
- 25 c. Penalties under California Labor Code section 210 in addition to, and entirely
26 independent and apart from, any other penalty provided in the California Labor
27 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
28 pay period for the initial violation, and two hundred dollars (\$200) for each

1 aggrieved employee per pay period for each subsequent violation; and

2 d. Any and all additional penalties and sums as provided by the California Labor
3 Code and/or other statutes.

4 135. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
5 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
6 Workforce Development Agency for the enforcement of labor laws and education of employers
7 and employees about their rights and responsibilities and twenty-five percent (25%) to the
8 aggrieved employees.

9 136. Further, Plaintiff Martinez is entitled to seek and recover reasonable attorneys'
10 fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other
11 applicable statute.

12 137. Plaintiff Martinez has exhausted their administrative remedies pursuant to Labor
13 Code section 2699.3. On April 17, 2024, Plaintiff Martinez, through his counsel of record, by
14 online filing with the Labor and Workforce Development Agency ("LWDA") and by certified
15 mail to the Defendant, notified Defendant and the LWDA of the specific provisions of the Labor
16 Code and IWC Wage Orders that Defendant have violated, including the facts and theories to
17 support the violations, and of Plaintiff's intent to bring a claim for civil penalties under PAGA.
18 Plaintiff Martinez also paid the filing fee required under Labor Code section 2699.3. As of the
19 filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing of
20 Plaintiff's April 17, 2024, notice, and the Labor and Workforce Development Agency has not
21 indicated that it intends to investigate the violations discussed in the notice. Accordingly, Plaintiff
22 Martinez may commence a civil action to recover penalties for himself and other Aggrieved
23 Employees pursuant to Labor Code section 2699.3.

24 **PRAYER FOR RELIEF**

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

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

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

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

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

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

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

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

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

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

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

18 **As to the Fourth Cause of Action**

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

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

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

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

28 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a);

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

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

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

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

9 31. For all actual, consequential, and incidental losses and damages, according to
10 proof;

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

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

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

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

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

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

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

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

23 38. That the Court declare, adjudge and decree that Defendant violated the record
24 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
25 to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements
26 thereto;

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

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

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

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

3 42. That the Court declare, adjudge and decree that Defendant violated California
4 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for
5 all necessary business-related expenses as required by California Labor Code sections 2800 and
6 2802;

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

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

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

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

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

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

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

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

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

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

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

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DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury as to all causes of action triable by a jury.

Dated: September 25, 2024

DOMB & RAUCHWERGER, LLP

By: 

ZACK I. DOMB

DEVIN E. RAUCHWERGER

JEFFREY P. JACKSON

Attorneys for Plaintiffs

Andrew Eric Reuben Martinez and George
Viloria

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.

On September 26, 2024, I served the foregoing document entitled **STIPULATION FOR LEAVE TO FILE PLAINTIFF'S FIRST AMENDED COMPLAINT; AND [PROPOSED] ORDER THEREON** 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:

David H. Ricks
DAVID H. RICKS & ASSOCIATES
8600 Utica Ave, Ste 200
Rancho Cucamonga, CA 91730
E-Mail: davidr@ricksassociates.com
E-Mail: vivianaz@davidrickslaw.com
E-Mail: kimberlyg@davidrickslaw.com

Attorneys for Defendant, TurboTech
Machining, LLC

☐ [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 September 26, 2024, at Sacramento County, California.

Jessica Delgado

Print Name

By:

Jessica Delgado

Signature