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MARTIN CASTRO, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA
(UNLIMITED JURISDICTION)**

MARTIN CASTRO, on behalf of himself,
all others similarly situated, and
the general public, and on behalf of other
“aggrieved employees” under the Labor
Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

AMERICAN STEEL & STAIRWAYS,
INC., and DOES 1-25, inclusive,

Defendants.

E-FILED
10/18/2024 9:08 PM
Clerk of Court
Superior Court of CA,
County of Santa Clara
24CV449854
Reviewed By: T. Phan

Case No.: 24CV449854

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197, and 1198);
4. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194, and 1198);
5. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
6. Wage Statement Penalties (Lab. Code § 226);
7. Waiting Time Penalties (Lab. Code §§ 201-203);
8. Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
9. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
10. Penalties Under the Private Attorneys General Act (“PAGA”) (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED

1 Plaintiff, MARTIN CASTRO (hereafter "Plaintiff"), on behalf of himself and all others
2 similarly situated, complains and alleges as follows:

3 INTRODUCTION

4 1. Plaintiff brings this class and representative action for alleged violations of the
5 California Labor Code, Industrial Welfare Commission Order Nos. 1-2001/4-2001 (hereafter "the
6 Wage Order"), against Defendant AMERICAN STEEL & STAIRWAYS, INC., a California
7 corporation, and DOES 1-25, inclusive (collectively "Defendants" or "AMERICAN STEEL").

8 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
9 him and other similarly situated current and former California-based hourly workers, for unpaid
10 wages, statutory penalties, interest, and related relief. These claims are based on Defendants'
11 alleged failures to (1) pay all wages earned for all hours worked, (2) provide all meal and rest
12 periods in compliance with California law, (3) indemnify Plaintiff and the below-described class
13 for reasonable expenses incurred performing their duties, (4) provide accurate written wage
14 statements, (5) timely pay all wages during and upon termination of employment, and (6) fairly
15 compete. Accordingly, Plaintiff now seeks to recover unpaid wages and related relief through this
16 class and representative action.

17 PARTIES

18 3. Plaintiff Martin Castro is a resident of California. At all relevant times, Plaintiff
19 was an "employee" within the meaning of Title 8 California Code of Regulations Section
20 11010/11040 and an "aggrieved employee" within the meaning of Labor Code Section 2699(c).

21 4. Defendant AMERICAN STEEL & STAIRWAYS, INC. is a corporation
22 organized and existing under the laws of California and is a citizen of California based on
23 Plaintiff's information and belief.

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

6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
herein, all Defendants were the agents, employees, servants, masters, and/or employers of the

1 remaining Defendants, and, in doing the things hereinafter alleged, were acting within the course
2 and scope of such agency or employment and with the approval and ratification of each of the
3 other Defendants.

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

7 8. Plaintiff is informed and believes and thereon alleges that each and every one of
8 the acts and omissions alleged herein was performed by, and/or attributable to, all Defendants,
9 each acting as agents and/or employees, and/or under the direction and control of each of the other
10 Defendants, and that said acts and failures to act were within the course and scope of said agency,
11 employment, and/or direction and control.

12 **CLASS ALLEGATIONS**

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

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

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

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

27 13. **Commonality and Predominance:** Common questions of law and fact exist as to
28 all Class Members and predominate over any questions which affect only individual Class

Members. These questions include, but are not limited to:

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

B. Whether Defendants failed to include all non-discretionary pay/bonuses into the regular rate of pay;

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

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

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

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

G. Whether Defendants willfully failed to provide the Class Members with all wages earned every pay period during employment;

H. Whether Defendants willfully failed to provide the Class Members with timely final wages;

I. Whether Defendants failed to provide the Class Members with paid sick leave;

J. Whether Defendants failed to maintain accurate employment records pertaining to all of the Class Members;

K. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, *et seq.*, with respect to the Class; and

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

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

15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative

1 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
2 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
3 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
4 Members.

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

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

19 **STATEMENT OF FACTS**

20 18. Plaintiff started working at AMERICAN STEEL as a laborer before 2014.
21 Plaintiff was seemingly classified as an hourly, non-exempt employee. Plaintiff's employment
22 ended on or around March 2024.

23 19. It is Plaintiff's position that AMERICAN STEEL has violated the following
24 Labor Code Sections against Plaintiff and other similarly situated Class Members.

25 20. AMERICAN STEEL violated Labor Code § 1194, 1194.2, 1197, and 1197.1
26 because it failed to pay Plaintiff and other similarly situated Class Members for all hours worked,
27 including the statutory minimum wage for all hours worked and for "off the clock" work. This is
28 so because AMERICAN STEEL had a company policy wherein they would disproportionately

1 round down the number of hours worked, resulting in “time shaving” and further resulting in
2 Class Members not being paid for all hours worked. Furthermore, and to the extent that Plaintiff
3 and Class Members worked through their meal periods while “off the clock”, they were not
4 compensated for all hours worked, which would be akin to a minimum wage violation. Moreover,
5 AMERICAN STEEL failed to provide Class Members with proper and accurate reporting time
6 pay. In addition, Plaintiff’s work hours always seemed to be rounded numbers. The latter
7 translates to AMERICAN STEEL not keeping accurate time records and rounding work hours to
8 the detriment of Plaintiff and other Class Members. Moreover, during the Covid-19 pandemic,
9 Defendants failed to pay its employees for time spent doing temperature checks and engaging in
10 COVID-19 screening.
11

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13 21. Due to the above “off the clock” violations, AMERICAN STEEL also violated
14 Labor Code §510 because it failed to pay Plaintiff and other Class Members overtime
15 compensation, even though they worked more than 8 hours per day, 12 hours per day, and/or 40
16 hours per week throughout their employment. Plaintiff’s and other Class Members’ actual work
17 hours entitled them to overtime compensation, however, AMERICAN STEEL did not
18 compensate Class Members with overtime or the correct amount of overtime due to the “off the
19 clock” work and time shaving/rounding as described above and due to overall company policy.
20 Furthermore, AMERICAN STEEL failed to include bonuses/incentive payments in calculating
21 Class Members’ regular rate of pay for use in deciphering the correct overtime rate of pay.
22 Additionally, the incentive and bonus payments were also not factored into Class Members’
23 regular rate for purposes of receiving meal and rest break premiums per the Ferra v. Loews case.
24

25
26 22. AMERICAN STEEL also violated Labor Code § 226.7 and the appropriate
27 Industrial Welfare Commission Wage Order no. 1/4 because it failed to provide Plaintiff and
28

1 other similarly situated Class Members with 10-minute rest periods for every four hours of work,
2 or majority portion thereof, throughout their employment. AMERICAN STEEL did not
3 completely relieve Plaintiff and Class Members of all duty during said rest periods. AMERICAN
4 STEEL did not pay to Plaintiff and Class Members one additional hour of pay at Plaintiff's
5 regular rate of compensation for each workday that one or more statutory rest periods was not
6 provided. It was not part of the company policy for Plaintiff and other Class Members to take at
7 least two timely, UNINTERRUPTED rest breaks per shift. The concept of uninterrupted rest
8 breaks multiple times per shift which were also timely was not consistently implemented. As
9 such, the culture as well as the policies and procedures of AMERICAN STEEL did not lend itself
10 to the Plaintiff and Class Members receiving consistent statutory rest breaks wherein they were
11 relieved of all work duties. The environment at AMERICAN STEEL was not conducive to
12 receiving multiple statutory rest breaks under California law and timely, statutory rest breaks
13 were not authorized or enforced.

16 23. AMERICAN STEEL violated Labor Code §§ 512 and 226.7 and the appropriate
17 Industrial Welfare Commission Wage Order no. 1/4 because it failed to provide hourly, non-
18 exempt employees, including Plaintiff and other Class Members, the requisite 30-minute,
19 uninterrupted meal periods for every five (5) hours of work throughout their employment.
20 AMERICAN STEEL did not completely relieve Plaintiff and other Class Members of all duty
21 during said meal periods. AMERICAN STEEL did not pay to Plaintiff and Class Members one
22 additional hour of pay at their regular rate of compensation for each workday that one or more
23 statutory meal periods was not provided. The Class Members would not consistently receive
24 timely, uninterrupted meal breaks which were before the 5th hour. In fact, Plaintiff and Class
25 Members did not clock in and out for meal breaks. As such, there is a presumption of a violation
26 under Donohue v. AMN Servs., LLC (2021) 11 Cal. 5th 58, 78 ["If time records show
27 noncompliant meal periods, then a rebuttable presumption of liability arises"]. The latter was
28 due to the workload and due to having consistent work duties with actual deadlines to meet. Like

1 the rest breaks, receiving a thirty-minute uninterrupted and timely meal break was not part of the
2 company culture and was not consistently enforced by AMERICAN STEEL. Consequently, it
3 was the normal practice and custom of AMERICAN STEEL not to consistently authorize, permit,
4 and enforce timely statutory meal periods. If AMERICAN STEEL had Plaintiff sign a meal
5 period waiver, it would not be valid and enforceable since Plaintiff and Class Members generally
6 worked more than a 6-hour shift. If AMERICAN STEEL had Plaintiff sign an on-duty meal
7 period agreement wherein Plaintiff agreed to work through the meal periods, it would be invalid
8 and unenforceable because the nature of Plaintiff's job does not and did not prevent him from
9 taking a meal period and the company could have hired "breakers" to relieve Plaintiff of his job
10 duties so that he can actually take a timely, uninterrupted meal period. Moreover, any such "on
11 duty" meal period agreement did not allow for Plaintiff to revoke such an agreement even if it
12 was signed. As such, Plaintiff and Class Members did not always receive statutory, timely meal
13 periods during their employment. To the extent that AMERICAN STEEL argues that Plaintiff
14 and Class Members were paid to work through their meal period, this argument is not compelling
15 due to the position that there was no valid meal period waiver in place and even if there was, it
16 is still a violation to prevent an employee from taking a meal break in order to rest and recover.
17 To the extent that AMERICAN STEEL argues that Class Members receive meal break premium
18 pay for missed, late or short meal and rest periods, that argument is inconsequential for PAGA
19 penalty purposes since the PAGA penalties are for the violations themselves, irrespective of
20 whether an employee received the premium payment for a missed, short, or interrupted meal
21 period. In *Kirby v. Immoos Fire Protection, Inc.*, the Court stated, "section 226.7 does not give
22 employers a lawful choice between providing *either* meal and rest breaks *or* an additional hour
23 of pay." See *Kirby v. Immoos Fire Protection, Inc.*, (2012) 53 Cal.4th 1244, 1256 (emphasis in
24 original). Thus, the extra hour of pay does not excuse the violation; the employer has still
25 committed a violation even if the remedy for the violation has been paid. See *Wert v. U.S.*
26 *Bancorp*, (S.D. Cal. Mar. 22, 2016, 2016 WL 1110302 at *4). As such, the work environment
27 and culture at AMERICAN STEEL was not conducive to receiving consistent, timely, statutory
28 meal breaks under California law. Moreover, any meal or rest break premiums paid were not

1 compensated at the weighted average regular rate, inclusive of bonuses and/or incentive
2 payments as well as overtime compensation.

3 24. Furthermore, during the relevant time period, and due to the above labor code
4 violations, AMERICAN STEEL failed to pay Plaintiff and other similarly situated Class
5 Members all wages due to them within any time period specified by California Labor Code
6 section 204. AMERICAN STEEL was also in violation of California Labor Code section 226(a)
7 by failing to include pertinent information on the wage statements, including but not limited to,
8 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross
9 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,
10 the correct start and end of the pay period, all employee identifying information, the correct and
11 complete name and address of the legal employer, and reimbursement for business expenses,
12 among others. As such, AMERICAN STEEL did not provide Plaintiff and other similarly
13 situated Class Members with complete, accurate itemized wage statements.
14

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16 25. During the relevant time period, AMERICAN STEEL also failed to keep accurate
17 and complete payroll records showing the actual hours worked per day and the wages paid to
18 Plaintiff and Class Members pursuant to California Labor Code sections 1174(d).
19

20 26. AMERICAN STEEL also violated Labor Code § 203 because it willfully failed
21 to pay Plaintiff and other similarly situated Class Members earned and due wages upon separation
22 of employment, either immediately upon involuntary termination, or within 72 hours of
23 resignation. These earned but unpaid wages include compensation for all hours worked,
24 including minimum wages, overtime compensation, and premium pay for missed meal and rest
25 breaks.
26

27 27. During the relevant time period, Plaintiff and other Class Members incurred
28 necessary, business-related expenses and costs that were not reimbursed by AMERICAN

1 STEEL. These costs include, but are not limited to, uniforms and use of personal cell phones for
2 work purposes. Accordingly, AMERICAN STEEL was in violation of California Labor Code
3 sections 2800 and 2802.

4 28. Furthermore, AMERICAN STEEL did not provide proper and correct/accurate
5 sick pay that was also delineated on employee pay stubs and also failed to provide proper sick
6 leave in violation of Labor Code sections 233 and 246. Moreover, there was no suitable
7 seating/rest break facilities for Plaintiff and class members pursuant to Wage Order no. 1-2001/4-
8 2001.
9

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

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

27 **FIRST CAUSE OF ACTION**
28 **FAILURE TO PROVIDE REST BREAKS**

(Lab. Code §§ 226.7 and 1198)

(By Plaintiff and the Class against all Defendants)

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

31. 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 §§ 226.7, 1198, and the Wage Order.

32. Labor Code § 1198 states,

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

33. In relevant part, Section 12 of the Wage Order states:
Rest Periods:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate often (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest 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 work day that the rest period is not provided.

34. In addition, Labor Code Section 226.7 states

(b) An employer shall not require an employee to work during a meal or rest or recovery 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.

(c) If an employer fails to provide an employee a meal or rest or recovery 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 workday that the meal or rest or recovery period is not provided.

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

36. Defendants failed to provide Plaintiff with all required rest breaks in accordance with the Wage Order. Plaintiff and the Class Members did not take timely, uninterrupted rest breaks of at least two per day wherein they were relieved of all duty. It was not company policy and not part of the culture for employees such as Plaintiff and the Class Members to take uninterrupted rest breaks since it was the normal practice and custom of AMERICAN STEEL not to authorize, permit, and enforce statutory rest periods. Plaintiff is informed and believes and thereon alleges that, at 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 with all rest breaks required by California law.

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

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

39. By reason of the above, Plaintiff and the members of the class are entitled to premium wages for workdays in which one or more rest breaks were not provided to them pursuant to California Labor Code § 226.7.

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SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, and 1198)

(By Plaintiff and the Class against all Defendants)

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

41. 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 §§ 226.7, 512 and 1198, and the Wage Order.

42. Labor Code § 1198 states,

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

43. In relevant part, Labor Code Section 512 states

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

44. In relevant part, Section 11 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...

(B) 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

1 employee's regular rate of compensation for each workday that
2 the meal period is not provided.

3 45. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
4 class were entitled to be provided with uninterrupted meal periods of at least 30 minutes for
5 each day they worked five or more hours. Pursuant to California Labor Code § 512, they were
6 also entitled to a second 30-minute meal period when they worked more than ten (10) hours in
7 a workday.

8 46. During the relevant time period, Defendants failed to provide Plaintiff and the
9 Class Members with timely, off-duty meal periods in accordance with California Labor Code §
10 512 and the Wage Order. Plaintiff and the Class Members would receive their meal breaks after
11 the 5th hour worked or they would be interrupted during their breaks. It was common for
12 Plaintiff's manager to discuss work-related matters with Plaintiff while he was trying to eat his
13 lunch (at the designated company eating area on site). Moreover, AMERICAN STEEL had no
14 policy in place regarding keeping track of whether employees such as Plaintiff and the Class
15 Members were receiving timely, uninterrupted meal periods.

16 47. Plaintiff is informed and believes and thereon alleges that, at relevant times
17 within the applicable limitations period, Defendants maintained a policy, practice, or a lack of
18 a policy which resulted in Defendants not providing Plaintiff and the class with all timely meal
19 periods required by California Labor Code § 512 and the Wage Order.

20 48. Defendants failed to pay Plaintiff the additional wages required by California
21 Labor Code § 226.7 for all meal periods not provided to him. Plaintiff is informed and believes
22 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
23 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
24 providing the class with additional wages for all meal periods not provided to them as required
25 by California Labor Code § 226.7.

26 49. As a result of Defendants' unlawful conduct, Plaintiff and the class have suffered
27 damages in amounts subject to proof to the extent they were not paid additional wages owed for
28 all meal periods not provided to them.

50. By reason of the above, Plaintiff and the members of the class are entitled to
premium wages for workdays in which one or more meal periods were not provided to them
pursuant to California Labor Code § 226.7.

THIRD CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGES
(Lab. Code §§ 1194, 1197, and 1198)
(Plaintiff and the Class against Defendants)

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

52. At all relevant times, Plaintiff and the other Class Members have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code sections 1194, 1197, and 1198 and the Wage Order.

53. Section 2 of the Wage Order defines “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.”

54. 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 consists of all hours that an employer has actual or constructive knowledge that employees are working.

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

56. Labor Code section 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.

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

58. In conjunction, these provisions of the 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 have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

59. At all relevant times, Defendants did not provide Plaintiff and the Class Members with the minimum wages to which they were entitled for all work performed. Plaintiff and the Class Members were not paid for all hours worked, because the company would routinely time shave and round down hours to the detriment of the employees, which would translate into

1 employees not getting paid for all hours worked in contravention of California's minimum wage
2 laws. Moreover, to the extent Plaintiff and the Class Members worked through their meal periods
3 or their meal periods were interrupted by work obligations, Plaintiff and the Class Members did
4 not receive compensation for all hours worked in violation of California's minimum wage laws.
5 There were also occasions wherein Plaintiff was clocked out for work and the company asked
6 him to come back and continue working for which he was not compensated. Moreover, during
7 the Covid-19 pandemic, Defendants failed to pay its employees for time spent doing temperature
8 checks and engaging in COVID-19 screening.

9 60. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
10 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
11 failure to compensate Plaintiff and the other Class Members minimum wages for all hours
12 worked as required by California law.

13 61. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
14 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
15 the minimum wages earned during each pay period during the applicable limitations period.

16 62. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
17 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
18 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
19 subject to proof.

20 **FOURTH CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME WAGES**

22 **(Lab. Code §§ 510, 1194, and 1198)**

23 **(Plaintiff and the Class against Defendants)**

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

25 64. At all relevant times, Plaintiff and the other Class Members have been non-exempt
26 employees of Defendants and entitled to the benefits and protections of California Labor Code
27 sections 510, 1194, and 1198 and the Wage Order.

28 65. Section 3 of the Wage Order states:

 (A) Daily Overtime - General Provisions

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

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

15 (b) Double the employee's regular rate of pay for all hours worked in excess of
16 12 hours in any workday and for all hours worked in excess of eight (8) hours on
17 the seventh (7th) consecutive day of work in a workweek.

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

21 66. Labor Code section 510 states:

22 Eight hours of labor constitutes a day's work. Any work in excess of eight hours
23 in one workday and any work in excess of 40 hours in any one workweek and the
24 first eight hours worked on the seventh day of work in any one workweek shall
25 be compensated at the rate of no less than one and one-half times the regular rate
26 of pay for an employee. Any work in excess of 12 hours in one day shall be
27 compensated at the rate of no less than twice the regular rate of pay for an
28 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.

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

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

69. In conjunction, these provisions of the Labor Code require employers to pay non-
exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours

1 worked, including unrecorded hours when the employer knew or reasonably should have known
2 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
3 Cal.4th 575, 585.)

4 70. At all relevant times, Defendants required Plaintiff and the Class Members to
5 perform "off the clock". As such, Plaintiff and the Class Members often worked more than eight
6 (8) hours per day and more than forty (40) hours per week. Defendants, however, failed to pay
7 Plaintiff and the other Class Members for this off-the-clock work, and failed to compensate them
8 at one and one-half times their respective regular rates of pay for all overtime hours worked.
9 Moreover, despite providing bonuses and other incentive payments, Defendants did not factor in
10 those payments in calculating employees' correct regular rate of pay in order to then calculate
11 the correct overtime rate of pay.

12 71. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
13 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
14 failure to compensate Plaintiff and the other Class Members for all overtime hours worked as
15 required by California law.

16 72. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
17 Members have suffered damages, in an amount subject to proof, to the extent they were not paid
18 the full amount of overtime wages earned during each pay period during the applicable limitations
19 period.

20 73. Pursuant to Labor Code section 1194, Plaintiff, on behalf of himself and Class
21 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
22 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
23 subject to proof.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO INDEMNIFY**

26 **(Lab. Code §§ 1198 & 2802)**

27 **(Plaintiff and the Class against all Defendants)**

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

75. At all relevant times, Plaintiff and the Class Members have been non-exempt
employees of Defendants and entitled to the benefits and protections of the California Labor Code
§§ 1198 and 2802 and the Wage Order.

1 76. In pertinent part, California Labor Code § 2802(a) states:

2 “An employer shall indemnify his or her employee[s] for all
3 necessary expenditures incurred by the employee in direct
4 consequence of the discharge of his or her duties.”

5 77. Section 9(B) of the Wage Order states:

6 When tools or equipment are required by the employer or are
7 necessary to the performance of a job, such tools and equipment
8 shall be provided and maintained by the employer, except that an
9 employee whose wages are at least two (2) times the minimum
 wage provided herein may be required to provide and maintain
 hand tools and equipment customarily required by the trade or
 craft.

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

12 79. At all relevant times, as a condition for employment, Defendants required Plaintiff
13 and the Class Members to purchase uniforms, as well as use their own personal mobile phones
14 for work purposes. Defendants, however, failed to reimburse Plaintiff and the Class Members for
15 these required business expenses.

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

20 81. Therefore, pursuant to California Labor Code § 2802(b), Plaintiff and the Class
21 Members are entitled to reimbursement for all necessary expenditures and losses and interest
22 thereon, due and owing to them within four years of the date of the filing of the Complaint until
 the entry of judgment.

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

26 **SIXTH CAUSE OF ACTION**

27 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

28 **(Lab. Code § 226)**

(Plaintiff and the Class against all Defendants)

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

84. At all relevant times during the applicable limitations period, Plaintiff and the other Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code section 226.

85. Pursuant to California Labor Code section 226(a), Plaintiff and the other class members were entitled to receive, biweekly or at the time of each payment of wages, an accurate itemized statement showing:

- (1) Gross wages earned,
- (2) Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- (3) The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- (4) All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- (5) Net wages earned,
- (6) The inclusive dates of the period for which the employee is paid,
- (7) The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
- (8) The name and address of the legal entity that is the employer, and
- (9) All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

86. Pursuant to California Labor Code section 226(e), an employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorneys' fees.

1 87. Pursuant to California Labor Code section 226(e), an employee is deemed to suffer
2 injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer
3 injury if the employer fails to provide accurate and complete information as required by California
4 Labor Code section 226(a) and the employee cannot “promptly and easily determine” from the
5 wage statement alone one or more of the following:

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

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

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

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

17 88. “Promptly and easily determine,” as stated in California Labor Code section
18 226(e), means a reasonable person would be able to readily ascertain the information without
19 reference to other documents or information.

20 89. As alleged herein, Defendants failed to provide Plaintiff and the other class
21 members with all meal and rest periods in compliance with California law. They also failed to
22 provide them with premium wages on workdays they failed to provide them with one or more
23 meal and/or rest periods in compliance with California law. Further, Defendants failed to
24 compensate Plaintiff and the other Class Members for all hours worked. As a result, Defendants
25 have failed to properly itemize Plaintiff and the other Class Members’ gross and net wages earned,
26 total hours worked, hourly rate of pay, the corresponding number of hours worked at each hourly
27 rate, and other requirements of California Labor Code § 226. As a result, Defendants have violated
28 California Labor Code § 226.

29 90. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
30 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
31 the other Class Members with accurate wage statements but intentionally provided wage

1 statements that Defendants knew were not accurate.

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

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

18 93. Accordingly, with respect to this cause of action, on behalf of himself and the other
19 Class Members, Plaintiff prays for the herein stated relief and for an award of all reasonable costs
20 and attorneys' fees, including interest thereon, as permitted by law, all in amounts subject to
21 proof.

22 **SEVENTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(Lab. Code §§ 201-203)**

25 **(Plaintiff and the Class against all Defendants)**

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

27 95. At all relevant times during the applicable limitations period, Plaintiff and the
28 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
of California Labor Code sections 201 to 203 and the Wage Order.

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

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

5 98. By failing to pay all earned minimum, regular, overtime, and premium wages to
6 Plaintiffs and the class as described above, Defendants failed to timely pay Plaintiff and the class
7 all earned and unpaid wages in violation of Labor Code section 201 or 202.

8 99. Plaintiff is informed and believes that Defendants' failures to timely pay all final
9 wages to them and the class members have been willful in that Defendants have the ability to pay
10 final wages in accordance with Labor Code sections 201 and 202 but have intentionally adopted
11 policies or practice that are incompatible with those requirements.

12 100. Labor Code section 203 provides that the wages of an employee continue on a
13 daily basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned
14 and unpaid wages to the employee in accordance with Labor Code section 201 or 202.

15 101. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
16 and the class all of their earned and unpaid wages have been willful in that, at all relevant times,
17 Defendants have deliberately maintained policies and practices that violate the requirements of
18 the Labor Code and the Wage Order even though, at all relevant times, they have had the ability
19 to comply with those legal requirements.

20 102. Pursuant to Labor Code section 203, Plaintiff seeks waiting time penalties on
21 behalf of himself and the Class Members, in amounts subject to proof not to exceed 30 days of
22 waiting time penalties for each class member.

23 **EIGHTH CAUSE OF ACTION**

24 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

25 **(Lab. Code §§ 204)**

26 **(Plaintiff and the Class against all Defendants)**

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

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

 105. At all times relevant during the liability period, Defendants failed to pay

1 Plaintiff and the Class Members the full amount of all owed wages when due as required by
2 California Labor Code Section 204.

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

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

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

16 **NINTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

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

19 **(Plaintiff and the Class against all Defendants)**

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

21 110. At all relevant times during the applicable limitations period, Plaintiff and the
22 other Class Members have been employees of Defendants and entitled to the benefits and
23 protections of the Business and Professions Code sections 17200, et seq.

24 111. The unlawful conduct of Defendants alleged herein amounts to and constitutes
25 unfair competition within the meaning of California Business & Professions Code sections 17200,
26 et seq. Due to their unfair and unlawful business practices as alleged herein, Defendants have
27 unfairly gained a competitive advantage over other comparable companies doing business in
28 California that comply with their legal obligations to, among other things, pay their employees

1 premium wages for workdays in which they did not provide employees with one or more meal
2 and rest periods, reimburse their employees for reasonable expenses incurred during the course
3 of performing their duties, provide suitable seating for their employees, provide paid sick leave
4 to their employees, and pay their employees all earned wages for all minimum, regular, and
5 overtime hours worked at the correct rates of pay. Defendants have violated California Labor
6 Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and
7 2802.

8 112. As a result of Defendants' unfair competition as herein alleged, Plaintiff and the
9 other Class Members have suffered injuries in fact and lost money or property. Defendants
10 deprived Plaintiff and the other Class Members of minimum, overtime, and premium wages and
11 reimbursement for expenses that Plaintiff and the other Class Members incurred during the course
12 of performing their duties.

13 113. Pursuant to California Business & Professions Code section 17203, Plaintiff and
14 the other Class Members are entitled to restitution of all monies rightfully belonging to them that
15 Defendants did not pay them, or that Defendants otherwise retained by means of their unlawful
16 and unfair business practices.

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

20 **TENTH CAUSE OF ACTION**

21 **CIVIL PENALTIES UNDER PAGA**

22 **(By Plaintiff and the Class against all Defendants)**

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

24 116. The "Aggrieved Employees" are all members of the class defined above who
25 Defendants employed during the period beginning April 4, 2023, and ending on the date that final
26 judgment is entered in this action.

27 117. Labor Code § 204 states

28 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
or 204.2, earned by any person in any employment are due and payable twice

1 during each calendar month, on days designated in advance by the employer as the
2 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
3 calendar month shall be paid for between the 16th and the 26th day of the month
4 during which the labor was performed, and labor performed between the 16th and
the last day, inclusive, of any calendar month, shall be paid for between the 1st
and 10th day of the following month. ...

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

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

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

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

16 118. Defendants paid wages to employees on regular intervals. Defendants failed to pay
17 Plaintiff on such intervals for all wages earned and all hours worked. On information and belief,
18 Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for
19 all wages earned and all hours worked.

20 119. During the applicable time period, Defendants violated California Labor Code §§
21 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802 and
22 the Wage Order.

23 120. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
24 behalf of himself or herself and other current or former employees, to bring a civil action to
25 recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

26 121. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are
27 entitled to recover civil penalties for each of the Defendants' violations of California Labor Code
28 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1197, 1198, and 2802
during the applicable limitations period in the following amounts:

1 A. For violations of California Labor Code § 204, one hundred dollars
2 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
3 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
4 (penalty amounts established by California Labor Code § 210).

5 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
6 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
7 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
8 California Labor Code § 226.3).

9 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
10 (\$50.00) for each Aggrieved Employee for each initial violation and one hundred dollars
11 (\$100.00) for each Aggrieved Employee for each subsequent violation per pay period (penalty
12 amounts established by California Labor Code § 558).

13 D. For violations of California Labor Code § 1174, five hundred dollars
14 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
15 California Labor Code § 1174.5).

16 E. For violations of California Labor Code § 1197, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
18 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation per pay period
19 (regardless of whether the initial violations were intentionally committed) (penalty amounts
20 established by California Labor Code § 1197.1).

21 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
22 1194, 1198, and 2802 one hundred dollars (\$100.00) for each Aggrieved Employee per pay period
23 for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per
24 pay period for each subsequent violation (penalty amounts established by California Labor Code
25 § 2699(f)(2)).

26 122. Plaintiff has complied with the procedures for bringing suit specified in California
27 Labor Code § 2699.3. By a letter dated April 4, 2024, Plaintiff filed written notice online with the
28 Labor and Workforce Development Agency ("LWDA") and gave written notice by certified mail
to Defendants 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 accompanied
his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in

1 response within 65 calendar days of the date of Plaintiff's notice.

2 123. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
3 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
4 connection with their claims for civil penalties.

5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for
7 relief and judgment against Defendants as follows:

- 8 A. An order that the action be certified as a class action;
- 9 B. An order that Plaintiff be appointed class representative;
- 10 C. An order that counsel for Plaintiff be appointed class counsel;
- 11 D. Unpaid Wages;
- 12 E. Actual Damages;
- 13 F. Statutory Damages;
- 14 G. Liquidated Damages;
- 15 H. Restitution;
- 16 I. Declaratory and injunctive relief;
- 17 J. Equitable relief;
- 18 K. Pre-judgment interest;
- 19 L. Statutory penalties;
- 20 M. Civil penalties;
- 21 N. Costs of suit;
- 22 O. Interest;
- 23 P. Reasonable attorneys' fees; and
- 24 Q. Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

MESSRELIAN LAW INC.

Dated: October 18, 2024

By 47
HAROUT MESSRELIAN
Attorneys for Plaintiff, MARTIN CASTRO, and
all others similarly situated