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ELECTRONICALLY

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

04/03/2024

NOCONA SOBOLESKI, CLERK OF THE COURT
JEREMY ROCHA, DEPUTY



**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

BERNARDINO CRUZ MANZANO, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

CALIFORNIA TURF & LANDSCAPING, a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 24CU0137

CLASS ACTION COMPLAINT:

- (1) **MINIMUM WAGE VIOLATIONS (LABOR CODE §§ 1182.12, 1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL OVERTIME WAGES (LABOR CODE §§ 204, 510, 558, 1194, AND 1198);**
- (3) **MEAL PERIOD VIOLATIONS (LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS (LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES (LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS (LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS & PROF CODE § 17200, *et seq.*); AND**
- (8) **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES (LABOR CODE § 2802).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Bernardino Cruz Manzano (hereinafter “Plaintiff”), as an individual, and on
2 behalf of all others similarly situated, hereby brings this Class Action Complaint against
3 California Turf and Landscaping; and DOES 1 to 100, inclusive (collectively “Defendants”), and
4 on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this Class Action Complaint for recovery of unpaid wages
7 and penalties under California Business and Professions Code § 17200 *et seq.*, Labor Code §§
8 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
9 and Industrial Welfare Commission Wage Order 16 (“Wage Order 16”), in addition to seeking
10 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
11 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
12 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to California Code of Civil
15 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
16 occurred in the County of Kings. Defendants own, maintain offices, transact business, have an
17 agent or agents within the County of Kings, and/or otherwise are found within the County of
18 Kings, and Defendants are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is a California resident. During the four years immediately preceding
22 the filing of the Complaint in this action and within the statute of limitations periods applicable
23 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
24 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
25 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
26 §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
27 2802 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
28 Wage Order 16, which sets employment standards for the agricultural industries.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
3 continue to do) business in the landscaping industry, employed Plaintiff within Kings County and
4 the state of California and, therefore, were (and are) doing business in Kings County and the State
5 of California.

6 5. Plaintiff does not know the true names or capacities, whether individual, partner,
7 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
8 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
9 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
10 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
11 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
12 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
13 unlawful employment practices, wrongs, injuries and damages complained of herein.

14 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
15 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

16 7. At all times herein mentioned, each of said Defendants participated in the doing
17 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
18 Defendants, and each of them, were the agents, servants, and employees of each and every one of
19 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
20 were acting within the course and scope of said agency and employment. Defendants, and each
21 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
22 omissions complained of herein.

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
25 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
27 all members of the Classes.

28 **GENERAL FACTUAL ALLEGATIONS**

1 9. Plaintiff worked for Defendants from approximately July 31, 2023 to
2 approximately August 19, 2023 when he resigned after Defendants failed to address his
3 complaints about missing pay from his paychecks. Plaintiff's tasks included gardening, cutting
4 grass, maintenance and spraying chemicals. Plaintiff was generally scheduled to work Monday
5 through Saturday from either 5:00 a.m. until 2:00 p.m., 5:30 a.m. to 2:30 p.m. or 6:00 a.m. to 3:00
6 p.m. and sometimes worked longer.

7 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
8 other non-exempt employees were not paid for all hours worked as Defendants would not
9 accurately keep track of their actual hours worked. Upon information and belief, the time records
10 maintained by Defendants were not reflective of the actual number of hours that Plaintiff and
11 other non-exempt employees actually worked. The foreman was generally responsible for writing
12 down the hours worked for Plaintiff and other non-exempt employees. As a policy, Defendants
13 required Plaintiff and other non-exempt employees to sign a document each day at the end of the
14 day showing the start time and an empty space for the end time. After Plaintiff saw that hours
15 were missing from his paycheck, he complained that he needed to see the end time before signing.
16 Defendants failed to take action or change their policy. Plaintiff kept his own notebook showing
17 his hours worked. Plaintiff complained that during the first week, he was shorted one hour. He
18 further complained that Defendants shorted him three hours during his second week worked.
19 Plaintiff estimates that on average, he and other non-exempt employees were shorted at least 2
20 hours per week.

21 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
22 but did not receive all overtime compensation equal to one and one-half times their regular rates
23 of pay for all overtime hours worked. Upon information and belief, Defendants intentionally
24 wrote down inaccurate end times for Plaintiff and other non-exempt employees. Plaintiff worked
25 six days per week and thus worked more than forty hours per week during the first couple of
26 weeks during his employment and is thus owed at least two hours of overtime per week.
27 Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid at
28 least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other

1 non-exempt employees received proper overtime wages for all overtime hours worked, in
2 compliance with Wage Order 16.

3 12. Plaintiff and other non-exempt employees were not authorized to take all legally
4 required rest periods. This practice was pervasive throughout Plaintiff's employment. Plaintiff
5 and other non-exempt employees were not only unable to exercise the right to a rest period, but
6 they were never told of their right to do so. Plaintiff and other non-exempt employees almost
7 never received a rest period because Defendants had a policy of adding twenty more minutes to
8 their meal periods and unlawfully requiring them to take all their rest and meal periods together
9 in one sitting. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
10 employees to take all lawful paid rest periods, due to their uniform and unlawful practices,
11 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
12 regular rate for each rest period violation as required by Labor Code § 226.7. Upon information
13 and belief, during at least a portion of the class period, Defendants maintained no payroll code or
14 another mechanism for the payment of rest period premiums in the event Plaintiff and other non-
15 exempt employees were not authorized to take lawful rest periods.

16 13. Defendants did not provide Plaintiff and other non-exempt employees with legally
17 compliant meal periods when they worked shifts in excess of 5.0 hours. Plaintiff and other non-
18 exempt employees generally took their meal periods in groups at the instruction of their
19 supervisor. At least three (3) times per week, Defendants instructed Plaintiff and other non-
20 exempt employees to begin their meal periods after the fifth hour of work in between work
21 locations. Generally, Plaintiff and other non-exempt employees took their meal period in the
22 parked company truck that they were driving in and were instructed not to leave the area around
23 the company truck as they had to monitor the tools in the truck to prevent theft. Plaintiff and the
24 other non-exempt employees were not informed by Defendants of their legal right to take duty-
25 free uninterrupted meal periods before the conclusion of their fifth hour of work pursuant to Labor
26 Code Section 512. Despite Defendants' failure to provide Plaintiff and other non-exempt
27 employees with all lawful meal periods due to their uniform and unlawful practices, Defendants
28

never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Plaintiff to purchase his own work boots, gloves, safety glasses, fluorescent t-shirts and masks to protect against dust and spray. Plaintiff was not ever provided any reimbursement for these necessary uses.

15. Additionally, Defendants forced Plaintiff to wait approximately one week until the next regular scheduled pay day for his final paycheck, in violation of Labor Code 201.

16. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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 only the last four digits of his or her social security number or an employee identification number other than a social security number, (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.

18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees written notices, in the language

1 normally used to communicate employment related information to the employees, containing
2 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
3 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
4 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
5 employer; vii) identifying information for the employer's workers' compensation insurance
6 carrier; and viii) information informing the employee of their right to accrue and use paid sick
7 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
8 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

9
10 **CLASS ACTION ALLEGATIONS**

11 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
12 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 13 a. The Minimum Wage Class consists of all current and former non-exempt
14 employees of Defendants who performed in California and were subject to
15 Defendants' timekeeping systems and/or practices during the four years
16 immediately preceding the filing of this lawsuit through the present.
- 17 b. The Overtime Wage Class consists of all current and former non-exempt
18 employees of Defendants who performed work for in California and who worked
19 overtime hours during the four years immediately preceding the filing of this
20 lawsuit through the present.
- 21 c. The Rest Period Class consists of all current and former non-exempt employees of
22 Defendants who performed work in California and who worked at least one shift
23 in excess of 3.5 hours during the four years immediately preceding the filing of
24 this lawsuit through the present.
- 25 d. The Meal Period Class consists of all current and former non-exempt employees
26 of Defendants who performed work in California and worked at least one shift in
27 excess of 5.0 hours without a meal period of at least 30 minutes in duration
28 commencing prior to the conclusion of the fifth hour of work, and who do not have

a corresponding meal period premium payment made for such shifts and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all of Defendants in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to work boots, gloves, safety glasses, fluorescent t-shirts and masks to protect against dust and spray during the four years immediately preceding the filing of this lawsuit to the present.

f. The Wage Statement Class consists of all members of the Rest Period Class, Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

g. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees who performed work in California and were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than forty (40) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,

1194.2, and 1197;

- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 16 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
- vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, meal and rest period policies and practices, non-reimbursement policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

1 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the
3 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
4 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and
5 timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse
6 business expenses, was provided inaccurate wage statements, and was not paid all wages earned
7 at the time of his separation of employment.

8 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
9 to represent fairly and adequately the interests of the members of the Classes. Moreover,
10 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
12 and-hour class actions in state and federal courts in the past and are committed to vigorously
13 prosecuting this action on behalf of the members of the Classes.

14 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
15 an important public interest in establishing minimum working conditions and standards in
16 California. These laws and labor standards protect the average working employee from
17 exploitation by employers who have the responsibility to follow the laws and who may seek to
18 take advantage of superior economic and bargaining power in setting onerous terms and
19 conditions of employment. The nature of this action and the format of laws available to Plaintiff
20 and members of the Classes make the class action format a particularly efficient and appropriate
21 procedure to redress the violations alleged herein. If each employee were required to file an
22 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
23 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
24 their vastly superior financial and legal resources. Moreover, requiring each member of the
25 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
26 employees who would be disinclined to file an action against their former and/or current employer
27 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
28

1 employment. Further, the prosecution of separate actions by the individual class members, even
2 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
3 with respect to the individual class members against Defendants herein; and which would
4 establish potentially incompatible standards of conduct for Defendants; and/or legal
5 determinations with respect to individual class members which would, as a practical matter, be
6 dispositive of the interest of the other class members not parties to adjudications or which would
7 substantially impair or impede the ability of the class members to protect their interests. Further,
8 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
9 individual prosecution considering all of the concomitant costs and expenses attending thereto.
10 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
11 Civil Procedure.

12
13 **FIRST CAUSE OF ACTION**
14 **MINIMUM WAGE VIOLATIONS**
15 **(AGAINST ALL DEFENDANTS)**

16 26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 27. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
18 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
19 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
20 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
21 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
22 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
23 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
24 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
25 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
26 and Wage Order 16.

27 28. California Labor Code § 1198 makes unlawful the employment of an employee
28 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide

1 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
2 those employees the balance of the unpaid wages as well as liquidated damages in an amount
3 equal to the wages due and interest thereon.

4 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
5 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
6 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
7 entitled to recover economic and statutory damages and penalties and other appropriate relief as
8 a result of Defendants' violations of the California Labor Code and Wage Order 16.

9 30. Defendants' practice and uniform administration of corporate policy regarding
10 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
11 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
12 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
13 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
14 Procedure § 1021.5.

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY ALL OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

18 31. Plaintiff re-allege and incorporates by reference all previous paragraphs.

19 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
20 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
21 overtime hours worked, and provide a private right of action for the failure to pay all overtime
22 compensation for overtime work performed.

23 33. At all times relevant herein, Defendants were required to properly compensate
24 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
25 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay overtime
26 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
27 in the Wage Order.

28 34. The foregoing policies and practices are unlawful and create entitlement to

1 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
2 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
3 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 16, and
4 Code of Civil Procedure § 1021.5.

5 **THIRD CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

8 35. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

9 36. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
10 in their affirmative obligation to provide all of their non-exempt employees in California,
11 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
12 in accordance with the mandates of the California Labor Code and Wage Order 16, § 10. Despite
13 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
14 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
15 204, 210, 226.7, and 512.

16 37. As a result, Defendants are responsible for paying premium compensation for meal
17 period violations including interest thereon, as well as statutory penalties, civil penalties, and
18 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Civil Code §§
19 3287(b) and 3289.

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

23 38. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 39. Wage Order 16, § 11 and California Labor Code §§ 226.2, 226.7 and 516 establish
25 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
26 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

27 40. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
28 of the Rest Period Class to take all legally compliant rest periods.

1 41. The foregoing violations create an entitlement to recovery by Plaintiff and
2 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount
3 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
4 penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and
5 Civil Code §§ 3287(b) and 3289.

6 **FIFTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(AGAINST ALL DEFENDANTS)**

9 42. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

10 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which requires
11 an employer to pay all wages immediately at the time of termination of employment in the event
12 the employer discharges the employee or the employee provides at least 72 hours of notice of
13 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
14 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
15 employee's last date of employment.

16 44. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
17 all final wages due to them at the time of their separation including, among other things, unpaid
18 and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages.
19 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform
20 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
21 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
22 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
23 Labor Code § 203.

24 45. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
25 earned wages upon separation from employment results in a continued payment of wages up to
26 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
27 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
28 and costs of suit.

SIXTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

47. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with complete and accurate wage statements reflecting the accurate number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et seq.

48. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum wages, overtime wages, meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

49. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

51. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, failing to reimburse for necessary business expenses, and willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages

1 due upon separation of employment.

2 52. Defendants' utilization of these unfair and/or unlawful business practices deprived
3 Plaintiff and continues to deprive members of the Classes of compensation to which they are
4 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
5 over Defendants' competitors who have been and/or are currently employing workers and
6 attempting to do so in honest compliance with applicable wage and hour laws.

7 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
8 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
9 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
10 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

11 54. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the Complaint in this action.

13 55. Plaintiff is compelled to retain the services of counsel to file this court action to
14 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
15 of Defendants' current non-exempt employees, and to enforce important rights affecting the
16 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
17 which he is entitled to recover under Code of Civil Procedure § 1021.5.

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

21 56. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 57. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
23 states that "an employer shall indemnify his or her employees for all necessary expenditures or
24 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
25 his or her obedience to the directions of the employer..."

26 58. Due to Defendants' unlawful policy and practice of requiring employees to
27 purchase their own work boots, gloves, safety glasses, fluorescent t-shirts and masks to protect
28 against dust and spray in the performance of their work duties, Defendants have violated Labor

Code § 2802.

59. Plaintiff and the members of the Employee Expense Class are entitled to attorneys' fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

60. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of necessary expenditures carries interest at the same rate as judgments in civil actions. Thus, Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue from the date on which they incurred the initial necessary expenditure.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 16 § 4(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 16 § 3(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or

property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;

12. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

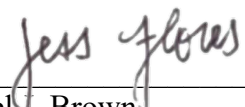
13. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 226, and Code of Civil Procedure § 1021.5; and

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

Dated: April 3, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:


Daniel J. Brown
Jessica Flores
Attorneys for Plaintiff

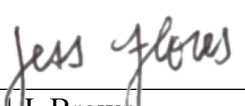
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: April 3, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:


Daniel J. Brown
Jessica Flores
Attorneys for Plaintiff