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ELECTRONICALLY  
**FILED**  
*Superior Court of California,  
County of San Francisco*  
**06/10/2024**  
**Clerk of the Court**  
BY: AUSTIN LAM  
Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN FRANCISCO**

**CGC-24-615301**

Hector Zamora, an individual, and in a  
representative capacity on behalf of the State of  
California and other Aggrieved Employees,

Plaintiff,

vs.

Golden Gate Builders, Inc., a California  
corporation, and DOES 1-15

Defendants.

**Case No.**

**COMPLAINT FOR DAMAGES**

**DEMAND FOR JURY TRIAL**

PLAINTIFF HECTOR ZAMORA (“PLAINTIFF”), an individual, on behalf of himself and  
in his representative capacity on behalf of the State of California and other AGGRIEVED  
EMPLOYEES, defined below, against DEFENDANT GOLDEN GATE BUILDERS, INC., a  
California corporation, and DOES 1-15 (“Defendant DOES”) (collectively “DEFENDANTS”),  
alleges on information and belief, except for his own acts and knowledge which are based on  
personal knowledge, the following:

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**I. INTRODUCTION**

1. PLAINTIFF brings this action as an individual seeking recovering of individual wage and hour violations and in his representative capacity pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of the State of California and other AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws.

3. DEFENDANTS’ systematic pattern of wage and hour and IWC Wage Order violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to provide meal periods;
- c. Failure to pay minimum wages;
- d. Failure to pay overtime wages;
- e. Failure to pay all earned pay wages;
- f. Failure to provide accurate itemized wage statements;
- g. Failure to reimburse for required business expenses;
- h. Failure to timely pay wages upon termination of employment.

4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

5. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

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## II. PARTIES

6. PLAINTIFF HECTOR ZAMORA (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in Alameda County.

7. DEFENDANT GOLDEN GATE BUILDERS, INC., a California Corporation, registered with the California Secretary of State as file No. 4013853, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

8. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all relevant times mentioned herein conducted and continue to conduct substantial and regular business throughout California.

9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal. Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that the DEFENDANTS named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

10. DEFENDANTS own, operate, and/or manage a construction company performing work in an around San Francisco.

11. DEFENDANTS employed PLAINTIFF between approximately April 2019, and August 2021, and again between November 2022, and January 2024. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis as a non-exempt employee.

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1                                   **III.     PRIVATE ATTORNEYS GENERAL ACT AND LIABILITY**

2           12.     PLAINTIFF brings this action on behalf of himself and in a representative capacity  
3 on behalf of the State of California and on behalf of all non-union, non-exempt individuals who are  
4 or previously were employed by DEFENDANTS in California who suffered one or more Labor  
5 Code violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED  
6 EMPLOYEES”) and who worked for DEFENDANTS between April 5, 2023, and the present  
7 (“PAGA PERIOD”).

8           13.     PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code  
9 § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged  
10 Labor Code violations committed by DEFENDANTS.

11          14.     PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times  
12 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code  
13 and the applicable Industrial Welfare Commission Wage Order.

14          15.     The Private Attorney General Act (“PAGA”) permits an aggrieved employee to  
15 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §  
16 2699(a).)

17          16.     Section 558 of the California Labor Code provides that “any employer *or other*  
18 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this  
19 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare  
20 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

21          17.     Section 558.1 of the California Labor Code provides that “any employer *or other*  
22 *person* acting on behalf of an employer who violates, or causes to be violated, any provision  
23 regulating minimum wages or hours and days of work in any order of the Industrial Welfare  
24 Commission, or violates of caused to be violated, Sections 203, 226, 226.7, 1193.6, 1994, or 2802,  
25 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).)

26          18.     Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*  
27 acting either individually or as an officer, agent, or employee of another person, who pays or causes  
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1 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,  
2 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

3 19. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held  
4 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the  
5 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558  
6 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are  
7 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5<sup>th</sup> 809; see generally *Ochoa-Hernandez v.*  
8 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203  
9 Cal.App.4<sup>th</sup> 1112, 1145-1146.

10 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and  
11 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other  
12 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately  
13 caused the complaints, injuries, and damages alleged herein.

14 21. At all relevant times, each DEFENDANT, whether named or fictitious, was the  
15 agent, employee, or other person acting on behalf of each other DEFENDANT, and, in participating  
16 in the acts alleged in this Complaint, acted within the scope of such agency or employment and  
17 ratified the acts of the other.

18 22. Each DEFENDANT, whether named or fictitious, exercised control over  
19 PLAINTIFF’S wages, working hours, and/or working conditions.

20 23. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to  
21 this action as the agent of the other DEFENDANTS, carried out a joint scheme, business plan, or  
22 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

23 **IV. JURISDICTION AND VENUE**

24 24. This Court has jurisdiction over this Action pursuant to the California Code of Civil  
25 Procedure, Section 410.10.

26 25. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
27 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and  
28 DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in

1 this County, and (ii) committed the wrongful conduct herein alleged in this County against  
2 PLAINTIFF.

3 **V. FACTUAL ALLEGATIONS**

4 **A. Rest Period Violations**

5 26. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to work in excess  
6 of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS'  
7 policies and practices.

8 27. Specifically, DEFENDANTS failed to provide any rest periods to PLAINTIFF and  
9 other AGGRIEVED EMPLOYEES and only permitted employees to take truncated and/or  
10 postponed meal periods.

11 28. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with  
12 one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES  
13 were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

14 29. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were  
15 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every  
16 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the  
17 employee's regular rate of compensation for each workday the rest period is not provided. During  
18 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required  
19 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying  
20 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED  
21 EMPLOYEES forfeited their regular wages by working without compensation at the applicable  
22 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay  
23 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

24 **B. Meal Period Violations**

25 30. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to  
26 work during the meal break during what was supposed to be AGGRIEVED EMPLOYEES' off-duty  
27 meal break due to DEFENDANTS' policies and practices.

28 31. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were

1 required to provide meal periods of not less than thirty (30) minutes to PLANITIFF and other  
2 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that  
3 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the  
4 employee's regular rate of compensation.

5 32. DEFENDANTS required PLANITIFF and other AGGRIEVED EMPLOYEES to  
6 work during what was scheduled to be off-duty meal break and/or required PLAINTIFF and other  
7 AGGRIEVED EMPLOYEES to truncate their meal periods in order to complete more work at job  
8 sites. Specifically, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES  
9 to remain on the premises during their lunch, rushed PLAINTIFF and other AGGRIEVED  
10 EMPLOYEES to eat, and required these employees to return to the project prior to the end of the  
11 30-minute meal period to perform work.

12 33. As a result, PLANITIFF and other AGGRIEVED EMPLOYEES forfeited their meal  
13 periods without compensation at the applicable wage and rates. DEFENDANTS had, and may  
14 continue to practice, a uniform policy to not pay PLANITIFF and other AGGRIEVED  
15 EMPLOYEES meal premiums.

16 34. As a result of DEFENDANTS' policies and practices, PLAINTIFF and other  
17 AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty meal breaks and were  
18 not fully relieved of duty for their meal period.

19 35. PLAINTIFF and other AGGRIEVED EMPLOYEES were required to perform work  
20 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a  
21 meal break. The nature of the work performed by AGGRIEVED EMPLOYEES do not qualify for  
22 limited and narrowly construed "on-duty" meal period exception. AGGRIEVED EMPLOYEES  
23 therefore forfeited meal breaks without additional compensation and in accordance with  
24 DEFENDANTS' policies and practices.

25 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

26 36. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to  
27 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

28 37. DEFENDANTS implemented a policy and practice where each project's foreman

1 was responsible for tracking and inputting PLAINTIFF's and AGGRIEVED EMPLOYEES's time.  
2 This resulted in rounding practices and PLAINTIFF and other AGGRIEVED EMPLOYEES  
3 performing off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED  
4 EMPLOYEES all necessary wages for attending and performing work at DEFENDANTS'  
5 direction, request, and benefit.

6 38. For example and specifically to Plaintiff, in instances where Plaintiff worked past  
7 3:00 p.m., DEFENDANTS' foreman clocked PLAINTIFF out at 3:00 p.m. and ignored  
8 PLAINTIFF'S complaints when he raised concerns about the unpaid time. DEFENDANTS'  
9 foreman told PLAINTIFF it was only 15 minutes and not to worry because it didn't make a  
10 difference.

11 39. DEFENDANTS directed and directly benefited from the uncompensated off-the-  
12 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

13 40. DEFENDANTS controlled the work schedules, duties, protocols, applications,  
14 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

15 41. DEFENDANTS were able to track the amount of time PLAINTIFF and other  
16 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,  
17 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the  
18 work they performed, including during off-the-clock work. From time-to-time this may have  
19 included overtime wages.

20 42. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,  
21 subject to the requirements of the California Labor Code.

22 43. DEFENDANTS' policies and practices deprived PLAINTIFF and other  
23 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for  
24 the off-the-clock work activities.

25 44. DEFENDANTS knew or should have known that PLAINTIFF and other  
26 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

27 45. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due  
28 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while

1 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other  
2 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

3 46. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other  
4 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and  
5 did not maintain accurate payroll and timekeeping records.

6 47. To the extent minimum wage compensation is determined to be owed to PLAINTIFF  
7 and other AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS'  
8 conduct also violates Labor Code §§ 201 and/or 202, and therefore PLAINTIFF is also entitled to  
9 waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein.

10 D. Violations for Untimely Payment of Wages

11 48. Pursuant to California Labor Code section 204, PLAINTIFF and other  
12 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.  
13 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of  
14 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium  
15 wages, and rest period premium wages within permissible time period and on days designated in  
16 advance by the employer as regular payday. As a result, DEFENDANTS violated Labor Code  
17 section 204.

18 E. Failure to Reimburse

19 49. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED  
20 EMPLOYEES for use of their personal cell phone as a direct consequence of discharging work  
21 duties.

22 50. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to  
23 use group texts regarding the work site they report, if they had any questions related to the task,  
24 calls, to check the material used on-site and check for the next task or site assignments through the  
25 cell phone.

26 51. DEFENDANTS failed to provide employees with a designated work phone and  
27 failed to provide employees reimbursement for the cost of their phone.

28 52. DEFENDANTS shifted the costs associated with running a business onto

1 PLAINTIFF and other AGGRIEVED EMPLOYEES.

2 F. Inaccurate Itemized Wage Statements

3 53. California Labor Code Section 226 requires an employer to furnish its employees an  
4 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)  
5 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages  
6 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the  
7 employee and only the last four digits of the employee's social security number or an employee  
8 identification number other than a social security number, (8) the name and address of the legal  
9 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the  
10 corresponding number of hours worked at each hourly rate by the employee.

11 54. During PLAINTIFF'S employment and during the PAGA period, when PLAINTIFF  
12 and other AGGRIEVED EMPLOYEES were not paid for all hours worked and/or DEFENDANTS  
13 failed to properly itemize all hours worked, DEFENDANTS failed to provide PLAINTIFF and other  
14 AGGRIEVED EMPLOYEES with complete and accurate wage statements. DEFENDANTS'  
15 paystubs failed to show, among other things, the total hours worked and all applicable hourly rates  
16 in effect during the pay period and the corresponding amount of time worked at each hourly rate.

17 55. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records  
18 and provide wage statements that comply with Cal. Lab. Code § 226.

19 56. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of  
20 DEFENDANTS' aforementioned violation because they could not promptly and easily determine  
21 from the wage statement alone the applicable hourly rate and the corresponding number of hours  
22 worked at the applicable hourly rate for this remuneration.

23 57. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED  
24 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'  
25 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error  
26 due to clerical or inadvertent mistake.

27 58. Defendants additionally failed to provide PLAINTIFF with his payroll and personnel  
28 file within the time allowed pursuant to Cal. Lab. Code §§ 226(b) and 1198.5.

1 **VI. CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 For Failure to Provide Rest Periods

4 (Cal. Lab. Code §§ 226.7 & 512)

5 (Plaintiff Against All DEFENDANTS)

6 59. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and  
7 every allegation set forth above.

8 60. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require  
9 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.  
10 These laws and regulations further entitle employees to be paid one additional hour of pay at their  
11 regular rate of compensation for each day of denied rest period.

12 61. PLAINTIFF was required to work in excess of four (4) hours without being provided  
13 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest  
14 period of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,  
15 PLAINTIFF was also denied a first and second rest period of at least ten (10) minutes for shifts  
16 worked of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour  
17 wages in lieu thereof.

18 62. As a result of the work schedules and staffing practices by DEFENDANTS,  
19 PLAINTIFF was denied his proper rest periods by DEFENDANTS and DEFENDANTS' managers.

20 63. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC  
21 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in  
22 accordance with the applicable Wage Order, one additional hour of compensation at each  
23 employee's regular rate of pay for each workday that rest period was not provided.

24 64. As a proximate result of the aforementioned violations, PLAINTIFF has been  
25 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,  
26 penalties, expenses and costs of suit.  
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1 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.  
2 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to  
3 the unpaid minimum wages according to proof at trial.

4 73. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without  
5 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy  
6 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all  
7 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.  
8 Lab. Code § 1197.

9 74. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
10 without limitation, as a result of implementing a uniform policy and practice that denied accurate  
11 compensation to PLAINTIFF in regard to minimum wages.

12 75. In committing these violations of the California Labor Code, DEFENDANTS failed  
13 to calculate the amount of time worked and consequently underpaid the actual time worked by  
14 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,  
15 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission  
16 requirements and other applicable laws and regulations.

17 76. PLAINTIFF was paid less for time worked than he was entitled to, constituting a  
18 failure to pay all earned wages.

19 77. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
20 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and  
21 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which  
22 are presently unknown to him, and which will be ascertained according to proof at trial.

23 78. DEFENDANTS knew or should have known that PLAINTIFF was under-  
24 compensated for his time worked. DEFENDANTS systematically elected, either through intentional  
25 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform  
26 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme  
27 by refusing to pay PLAINTIFF the correct wages for his time worked.

28 79. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without

1 regard to the correct amount of time worked by PLAINTIFF. DEFENDANTS' uniform policy and  
2 practice was to unlawfully and intentionally deny accurate and full payment of wages due to  
3 PLAINTIFF.

4 80. In performing the acts and practices herein alleged in violation of California labor  
5 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite  
6 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and  
7 maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences  
8 to him, and with the intent of depriving him of his property and legal rights, and otherwise causing  
9 him injury in order to increase company profits at the expense of this employee.

10 81. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in good  
11 faith.

12 82. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,  
13 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,  
14 in a sum as provided by the California Labor Code and/or other applicable statutes.

15 **FOURTH CAUSE OF ACTION**

16 For Failure to Pay Overtime Compensation  
(Cal. Lab. Code §§ 558, 510, 1194, 1198)  
(Plaintiff Against All DEFENDANTS)

17 83. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and  
18 every allegation set forth above.

19 84. Labor Code section 558 provides for a civil penalty to be assessed against any  
20 employer or other person acting on behalf of an employer who fails to compensate employees at the  
21 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40  
22 hours in any workweek or who fails to compensate employees at the statutory double time rates for  
23 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day  
24 of a workweek.

25 85. DEFENDANTS routinely and systematically failed to properly record accurate time  
26 records for each employee showing when each employee began and ended each workday during a  
27 given pay period. From time-to-time, this work may have included overtime. By failing to properly  
28 record hours DEFENDANTS routinely and systematically failed to compensate employees at the

1 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40  
2 hours in any workweek as required by Labor Code section 510 and Section 3 of the applicable Wage  
3 Order.

4 86. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
5 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of  
6 implementing a uniform policy and practice that failed to accurately record overtime worked by  
7 employees and denied accurate compensation to employees for overtime worked, including, the  
8 overtime work performed in excess of eight (8) hours in a workday, and/or forty (40) hours in any  
9 workweek.

10 87. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,  
11 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission  
12 requirements and other applicable laws and regulations.

13 88. DEFENDANTS knew or should have known that PLAINTIFF was under  
14 compensated for his time worked. DEFENDANTS systematically elected, either through intentional  
15 malfeasance or gross nonfeasance, to not pay PLAINTIFF for labor as a matter of uniform company  
16 policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing  
17 to pay PLAINTIFF the correct overtime wages for their overtime worked.

18 89. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,  
19 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code  
20 § 1198 further states that the employment of an employee for longer hours than those fixed by the  
21 Industrial Welfare Commission is unlawful.

22 90. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of  
23 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in  
24 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure  
25 to compensate employees at the statutory double time rates for any work in excess of twelve hours  
26 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to  
27 compensate employees at the statutory overtime rate for any work in excess of eight hours in one  
28 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

1           91.     Cal. Lab. Code § 515 sets out various categories of employees who are exempt from  
2 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions  
3 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining  
4 agreement that would preclude the causes of action contained herein this Complaint.

5           92.     By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
6 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered  
7 and will continue to suffer an economic injury in amounts which are presently unknown to him, and  
8 which will be ascertained according to proof at trial.

9           93.     As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
10 PLAINTIFF did not receive the correct overtime compensation for his time worked for  
11 DEFENDANTS.

12           94.     As a proximate result of DEFENDANTS' failure to pay overtime and/or wages as  
13 alleged above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section  
14 558 as may be established according to proof at trial.

15           95.     In performing the acts and practices herein alleged in violation of California labor  
16 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite  
17 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and  
18 maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the  
19 consequences to him, and with the despicable intent of depriving him of his property and legal rights,  
20 and otherwise causing him injury in order to increase company profits at the expense of these  
21 employees.

22           96.     Therefore, PLAINTIFF request recovery of overtime wages, according to proof,  
23 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,  
24 in a sum as provided by the California Labor Code and/or other applicable statutes.

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**FIFTH CAUSE OF ACTION**  
For Failure to Pay All Earned Wages  
(Cal. Lab. Code § 204, 210)  
(Plaintiff Against All DEFENDANTS)

97. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

98. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.”

99. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did not pay PLAINTIFF all earned wages, including regular and/or overtime and meal and rest premiums, on regularly established paydays.

100. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully refused to perform their obligations to compensate their employees for all wages earned.

101. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to section 210, for each subsequent failure to pay in compliance with Labor Code section 204, PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld wages.

102. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor Code section 204 as alleged above, DEFENDANTS’ employees have suffered, and continue to suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their damage in amounts according to proof at trial.

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103. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

105. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all premiums due for missed meal breaks and missed rest breaks and DEFENDANTS have failed to pay any penalty wages owed under California Labor Code section 203.

106. DEFENDANTS terminated PLAINTIFF in January 2024 and have not tendered payment of wages to PLAINTIFF who was underpaid for minimum and/or overtime wages, and/or missed meal and rest breaks, as required by law.

107. DEFENDANTS knowingly and willfully violated the laws, regulations and orders governing the wages of PLAINTIFF as described in the causes of action above.

108. Therefore, as provided by Cal Lab. Code § 203, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

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109. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

110. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify PLAINTIFF for the expenses and losses incurred during the performance of his job duties. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees.

111. In violation of Labor Code section 2802, DEFENDANTS required PLAINTIFF to use his personal cell phones to discharge work duties but failed to reimburse PLAINTIFF for the use or cost of his cell phone.

112. DEFENDANTS sought to pad their own pockets at the expense of their employees, and instead of compensating PLAINTIFF for the necessary business costs, the employer passed on its costs to its employees.

113. DEFENDANTS intentionally failed to reimburse its employees for the actual expenses incurred and thereby increased its own profits to the detriment of its employees.

114. PLAINTIFF seeks to recover these business expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory and civil penalties as provided by the Labor Code in an amount to be proven.

115. Interest accrues from the date the employee incurred the necessary expenditure or loss.

#### **EIGHTH CAUSE OF ACTION**

For Failure to Provide Accurate, Itemized Wage Statements  
(Cal. Lab. Code §§ 226; 226.3; 1174.5)  
(Plaintiff Against All DEFENDANTS)

116. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and every allegation set forth above.

117. Labor Code section 226 requires defendants to provide employees an accurate itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the inclusive date of the period for which the employee is paid, (7) the name of the employee and his/her or his social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked

118. DEFENDANTS did not accurately record PLAINTIFF'S total hours worked and wages earned and thereby also failed to provide an accurate itemized wage statement setting forth the correct hours worked, applicable hourly rates in effect, and wages earned by the employees.

119. DEFENDANTS knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that they provided to PLAINTIFF.

120. By failing to keep adequate records, as required by Labor Code sections 226 and 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

121. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section 226(e), 226.3, and 1174.5 for the wage statement violations committed by DEFENDANTS.

**NINTH CAUSE OF ACTION**

For Recovery of Civil Penalties Under the Private Attorney General Act  
(Cal. Lab. Code §§ 2698 et seq.)  
(Plaintiff and Aggrieved Employees Against All DEFENDANTS)

122. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and reallege as if fully stated herein each and every allegation set forth above.

123. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE within the meaning of Labor Code section 2699, subdivision (c), on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing and intentional violations of the California Labor Code:

- a. For failing to pay wages upon termination in violation of Labor Code sections 203 and 201 and/or 202;
- b. For failing to pay all earned wages on established paydays in violation of Labor Code sections 204 and 210;
- c. For failing to pay all minimum wages in violation of Labor Code sections 1194, 1197.1, 218.5, and 218.6;
- d. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7 and 512;
- e. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7 and 512;
- f. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 510, 558, 1194, and 1198;

1 g. For failing to maintain for and provide accurate, itemized wage statements required  
2 by Labor Code Section 226, 226.3 and 1174.5; and

3 h. For failing to reimburse employees for business-related expenses in violation of  
4 Labor Code section 2802;

5 124. The above-referenced civil penalties shall include the recovery of amounts specified  
6 in the applicable sections of the Labor Code, and if not specifically provided, those under section  
7 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.  
8 section 11040 and Labor Code sections §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,  
9 510, 512, 515, 558, 1174.5, 1194, 1194.1, 1194.2, 1171, 1197.1, 1198, 1199, 2802, and 2699,  
10 subdivisions (a) and (f).

11 125. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to  
12 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's  
13 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA  
14 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,  
15 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

16 **DEMAND FOR RELIEF**

17 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and  
18 severally, as follows:

19 1. On behalf of the PLAINTIFF:

20 A. Compensatory damages, according to proof at trial, including unpaid minimum and  
21 overtime wages due to PLAINTIFF during the applicable employment period, plus interest thereon  
22 at the statutory rate;

23 B. Meal and rest period premiums pursuant to Cal. Lab. Code §§ 226.7, 512 and the  
24 applicable IWC Wage Order;

25 C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until  
26 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

27 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in  
28 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a

subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226.

E. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the unpaid minimum wages according to proof at trial;

F. Seven hundred fifty dollars (\$750) for violation of Cal. Lab. Code §1198.5;

G. Costs incurred for unreimbursed business expenses plus interest thereon at the statutory rate;

H. A penalty of \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for each subsequent failure to pay each employee all of the wages earned, in addition to an amount equal to 25% of the unlawfully withheld wages for each subsequent failure to pay in compliance with Labor Code section 204.

On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004;

2. On all claims:

A. An award of interest, including prejudgment interest at the legal rate;

B. Such other and further relief as the Court deems just and equitable; and

C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

DATED: June 10, 2024

Respectfully submitted,

**EMRAN LAW**

By: Harris Emran  
Harris Emran  
Attorney for PLAINTIFF and OTHER  
AGGRIEVED EMPLOYEES

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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: June 10, 2024

**EMRAN LAW**

By: Harris Emran  
Harris Emran  
Attorney for PLAINTIFF and OTHER  
AGGRIEVED EMPLOYEES