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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

FELIPE ALVAREZ, an individual, on  
behalf of himself and others similarly  
situated,

Plaintiff,

vs.

INNOVATIVE CONSTRUCTION  
SOLUTIONS, a California corporation;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2024-01399590-CU-OE-CJC

**CLASS ACTION**

Assigned for All Purposes To:  
Hon.

Dept.:

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal Period Liability Labor Code § 226.7;
4. Rest-Break Liability Labor Code § 226.7;
5. Failure to Pay Reporting Time Under 8 CCR § 11160(5);
6. Violation of Labor Code § 226(a);
7. Violation of Labor Code § 221;
8. Violation of Labor Code § 204;
9. Violation of Labor Code § 203;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA, Labor Code § 2698 *et seq.*

**DEMAND FOR JURY TRIAL**

Original Complaint filed: May 15, 2024

1 Plaintiff FELIPE ALVAREZ (hereinafter “Plaintiff”), on behalf of himself and all other  
2 similarly situated non-exempt, hourly employees employed by Defendants in California during the  
3 relevant period (collectively, “Employees”; individually, “Employee”) complains of Defendants as  
4 follows:

### 5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former  
7 Employees within the State of California who, at any time four years prior to the filing of this  
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants INNOVATIVE  
9 CONSTRUCTION SOLUTIONS, a California corporation; and DOES 1 through 50 (all  
10 defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants  
11 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare  
12 Commission (IWC), and California Business & Professions Code, and seeks redress for these  
13 violations.

14 2. Plaintiff worked as a general laborer at Defendants’ customers’ facilities and  
15 locations in California. Defendants employed other similarly situated Class members as laborers,  
16 field technicians, equipment operators, plumbers, mechanics, and in similar and related positions  
17 in connection with site remediation, wastewater treatment, habitat and waterway restoration and  
18 decommissioning and demolition services they provided to Defendants’ customers throughout  
19 California. Plaintiff and the other similarly situated Class members worked at Defendants’ behest  
20 without being paid all wages due and without being provided all required breaks. More  
21 specifically, Plaintiff and the other similarly situated Class members were employed by  
22 Defendants and shared similar job duties and responsibilities, were subjected to the same policies  
23 and practices, and endured similar violations at the hands of Defendants as the other Employees  
24 who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to work off the clock  
26 and failed to record accurate time worked by these Employees, failed to pay them at the  
27 appropriate rates for all hours worked, failed to pay all wages due and owing at termination or  
28 resignation, and provided Plaintiff and the Class members with inaccurate wage statements that

1 prevented them from learning of these unlawful pay practices. Defendants also failed to provide  
2 Plaintiff and the Class with lawful meal and rest periods, as Employees were required to remain  
3 under Defendants' control and were not provided with the opportunity to take full uninterrupted,  
4 timely, and duty-free rest periods and meal breaks, as required by the Labor Code and the  
5 applicable paragraphs of the IWC Wage Orders.

6 4. Defendant INNOVATIVE CONSTRUCTION SOLUTIONS is a California  
7 corporation which lists its principal address with the California Secretary of State in Costa Mesa,  
8 California. It lists its type of business as "Environmental Construction." Defendant  
9 INNOVATIVE CONSTRUCTION SOLUTIONS is listed as the employer on the wage statements  
10 issued to Plaintiff by Defendants, and upon information and belief to other Class members, with  
11 the same Costa Mesa, California address. On information and belief, INNOVATIVE  
12 CONSTRUCTION SOLUTIONS operates out of their own and customer facilities throughout  
13 Orange County and California. INNOVATIVE CONSTRUCTION SOLUTIONS's website  
14 explains that: "With over 160 employees and a well-rounded fleet of heavy equipment, ICS serves  
15 environmental consultants, general contractors and public and private clients throughout  
16 California."

17 5. This Court has jurisdiction over this Action pursuant to California Code of Civil  
18 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought  
19 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California  
20 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district  
21 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the  
22 obligations and liabilities giving rise to this lawsuit occurred, at least in part in Orange County,  
23 where Defendants operate and are headquartered and from where they provide environmental  
24 construction services to California customers.

25 6. The true names and capacities, whether individual, corporate, associate, or  
26 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently  
27 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of  
28 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants

designated herein as Does 1 through 50, inclusive, and each of them, is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

7. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of Employees, created and implemented the policies and practices that governed the employment of Plaintiff and the Class members and dictated their job duties and responsibilities, or otherwise suffered or permitted Plaintiff and the other Employee Class members to work, or engaged, thereby creating a common law employment relationship, with the Employee Class members. Therefore, Defendants, and each of them, employed or jointly employed the Employee Class members.

## FACTUAL BACKGROUND

8. The Employees who comprise the Class, including Plaintiff, are non-exempt employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare Commission (“IWC”). During the period of four years prior to the filing of this action through its resolution, Plaintiff and the Class members were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates, including for meal period and rest break premium payments. Plaintiff also contends that Defendants failed to pay Plaintiff and the Class members all wages due and owing, including by miscalculating wages owed and by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements and timely pay all wages owed, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

9. During the course of Plaintiff and the Class members' employment with Defendants, they were not paid all wages they were owed, including for all work performed

(resulting in “off the clock” work) and for all their overtime hours worked, or were not paid at the correct rates. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly environmental construction Employees based out of Defendants’ and customers’ facilities in California.

10. Plaintiff was employed by Defendant as a general laborer with duties that included the removal and disposal of hazardous and non-hazardous materials from construction work sites. Plaintiff generally worked 40 hours per week, five to six shifts per week. Plaintiff’s scheduled hours were generally from 7:00 a.m. through 3:30 p.m. On certain assignments, Plaintiff was scheduled to work alternative work schedules consisting of four workdays of ten hours in length.

11. Despite their obligation to maintain accurate timekeeping records for hours worked by the Class members, Defendants maintained improper time record-keeping systems across their California work sites. In fact, for all of Plaintiff’s employment and the relevant period, Defendants paid Employees by their scheduled hours, or Defendants’ desired number of hours, rather than their actual hours worked. Rather than permitting Employees to record their own time entries utilizing a neutral timekeeping system, Defendants instead relied on supervisors to manually record Employees’ hours worked on a laptop computer. On information and belief, Defendants’ supervisors rounded and shaved or otherwise failed to accurately record Employees’ actual hours worked and instead recorded Employees’ hours in conformity with their scheduled hours, and inaccurately recorded timely and compliant meal periods at the same time each day for exactly thirty minutes without regard for whether they were actually provided or not.

12. Additionally, depending on the assigned construction job, Employees were required to undergo time-consuming security screenings for which they were not compensated. Specifically, while working at a hangar located within the Long Beach Airport, Plaintiff and other Class members were required to arrive sufficiently before their scheduled 7:00 a.m., or 7:30 a.m. start times to drive to an airport area where Employees would park their vehicles and walk inside the facility to the counter of a private security provider. A single security guard would then check

1 Employees' driver licenses, cross reference Employee information on a computer, and provide  
2 Employees with a badge that would permit them further entry into the airport. This process could  
3 take ten to fifteen minutes as lines of Employees would form while waiting to go through the  
4 security screening. From there, Employees returned to their vehicles and drove roughly two blocks  
5 away to the actual area where they would be working. This drive could take several minutes as  
6 Employees had to abide by speed limit signs posted within the Airport.

7 13. Upon arriving at the construction site's meeting point, Plaintiff's supervisor would  
8 perform a roll call of Employees to ensure they were present. On some occasions, Employees  
9 would be instructed to sign in on a form indicating their attendance. Notably, Plaintiff and other  
10 Employees were not asked to record their arrival times, only that they were physically present at  
11 the work site by writing down their names. At some point during the workday or near the end of  
12 the workweek, the supervisors would enter Employees' start and end times, and meal periods on  
13 an electronic timekeeping application on their laptop. On Fridays, a supervisor would circulate the  
14 computer and compel and instruct all the Employees to electronically sign the timesheets,  
15 certifying their alleged accuracy. Significantly, Employees were not permitted to see the time  
16 entries made by the supervisors, or alter their time sheets or question their accuracy, and were  
17 instead admonished and instructed to sign them or they would not be paid. On some occasions,  
18 supervisors would not even request Employees' signatures and simply announced that they had  
19 "taken care of their time sheets" indicating that they had actually signed the time sheets for  
20 Employees. Defendants thus uniformly and willfully followed such unlawful policies and  
21 procedures resulting in obviously inaccurate time entries that mirrored Employees' work  
22 schedules instead of their actual hours worked, and then instructed Plaintiff and the Class  
23 members to sign them if they wanted to get paid. Noticeably absent from the timesheets were all  
24 the minutes before and after their scheduled hours that Employees were required to work at  
25 Defendants' behest or otherwise remain under their control while off the clock and without  
26 compensation.

27 14. The failure to maintain accurate timekeeping and payroll records perpetrated by  
28 Defendants has also been exacerbated by other off the clock work Defendants required their

1 Employees to endure. Employees were required to undergo approximately forty hours of  
2 “HAZWOPER” training to obtain a hazardous waste operations and emergency response  
3 standards certification. This certification was required by Defendants to dispatch Employees to  
4 their assignments. Despite Defendants requiring this training, Defendants failed to compensate  
5 Employees for time spent obtaining the certification. When Plaintiff asked about Defendants’  
6 failure to pay him for the training, Defendants’ human resources representative responded that  
7 Defendants would not pay for the training as the certification was for Plaintiff’s benefit and  
8 would allow him to continue working in that industry. Additionally, some Employees were  
9 required to carry radio phones on at all times, including meal periods. Employees working on  
10 roofs required “spotters” or designated employees on the ground spotting those on the roof to  
11 ensure their safety. Accordingly, spotting Employees were required to keep their radio phones on  
12 at all times and promptly respond to any communications from management and those  
13 Employees on the roof. This resulted in interrupted and shortened meal periods as Employees  
14 were required to respond to work communications even during their unpaid meal periods. Even if  
15 Employees were not assigned to carry radio phones on a particular shift, they were still required  
16 to promptly respond to work communications on their cell phones causing interruptions and  
17 shortened meal periods.

18       15. Employees also had to endure time-consuming walks to arrive at designated break  
19 areas or to exit the job site during their meal periods, which significantly reduced their meal  
20 periods and their required off-duty time. Specifically, at some work sites, Defendants placed an  
21 office and portable bathroom in a designated area where Employees could take their meal  
22 periods. This designated area could be located a considerable distance from the target area where  
23 Employees would be working on a particular day. Employees would then have to endure long  
24 walks from their work area to the designated break area which would substantially reduce  
25 Employees’ meal periods. Defendants considered Employee’s meal periods to begin at their work  
26 areas and failed to account for the several minutes it would take to the break area where they  
27 were permitted to consume their meals. At some work sites such as in Palm Springs, Employees  
28 worked in a completely remote and desolate area with no portable bathrooms or break area

1 whatsoever and no means of exiting the work area resulting in Employees having to remain on  
2 the work premises during any purported meal periods and rest breaks.

3 16. Nevertheless, Defendants presumed compliant meal periods and conformed the  
4 timekeeping records to scheduled shift and meal period times and automatically deducted thirty  
5 minutes from daily hours worked. The lengthy walk from their work areas to the designated break  
6 areas yielded meal periods of substantially less than thirty minutes. Still, Defendants' supervisors  
7 would record a timely, full thirty-minute meal period on Employees' timesheets even when they  
8 did not actually receive them. Plaintiff and the Class members were also required to work or  
9 otherwise remain under Defendants' control after their shift end times, including on-site and  
10 through after-hours work-related communications and other work requirements such as necessary  
11 transport back to meeting and pick up sites.

12 17. Defendants also failed to pay reporting time pay to Plaintiff and Class members.  
13 Specifically, on several occasions, Plaintiff and other Employees showed up to work only to be  
14 sent home within two hours due to a shortage of materials. Employees were only compensated  
15 for the actual time spent working. Thus, Defendants failed to pay Plaintiff, and on information  
16 and belief other Class members, for half of their usual or scheduled day's work or four hours at  
17 the correct rate of pay for their work shifts.

18 18. Defendants also paid Plaintiff and the other Class members various forms of shift  
19 differentials, bonuses, and other forms of remuneration above and beyond their regular hourly  
20 rates. Defendants neglected to record any shift differentials on wage statements in violation of  
21 Labor Code §§ 212 and 213. However, despite requiring Plaintiff and the Class members to work  
22 extended shifts of over eight hours, Defendants both failed to pay for all overtime hours actually  
23 worked and, upon information and belief, failed to pay that overtime at the correct rate. More  
24 specifically, to the extent Defendants paid both overtime and a bonus or shift differential to  
25 Plaintiff and the Class members in the same pay period, Defendants miscalculated and underpaid  
26 overtime hours by failing to include all forms of remuneration, i.e. bonuses, shift differentials and  
27 the like, in the regular rate used to calculate and pay overtime. Additionally, to the extent  
28 Defendants paid any sick pay to Plaintiff during these pay periods, Defendants similarly

1 miscalculated the rate at which it was paid by failing to account for all forms of remuneration in  
2 the regular rate.

3 19. Defendants also assigned Class members to work on public works projects. In  
4 these instances, Defendants were obligated to pay Employees prevailing rates and other fringe  
5 benefits required for such public works projects. Upon information and belief, Defendants failed  
6 to do so and instead paid Employees in the Class, including Plaintiffs, at a rate below the  
7 prevailing rates and without other fringe benefits. On information and belief, if and when  
8 Defendants paid overtime premium wages, they did so at a rate of 1.5 times the regular pay rate  
9 paid to Employees without including the prevailing rate and fringe benefits used to calculate and  
10 pay overtime. Upon information and belief, to the extent Defendants paid any wage differentials  
11 or bonuses or other forms of remuneration for hours worked in a pay period, Defendants also  
12 failed to include them in the regular rate of pay used to calculate and pay overtime wages.

13 20. Defendants committed ongoing and systematic violations, upon information and  
14 belief, in connection with other Employees in a concerted effort to limit and restrict regular and  
15 overtime incurred by Plaintiff and the other Class members. Time worked off the clock also  
16 caused Plaintiff and other Class members to work beyond eight hours. As a result of the above-  
17 described rounding and other off the clock work, Defendants failed to pay Plaintiff and Class  
18 members overtime for several minutes to hours at the end of work shifts which Defendants did  
19 not record in timekeeping records.

20 21. Plaintiff was therefore not paid for all his hours worked at the required minimum,  
21 overtime and double time wage rates due to Defendants' policy and practice of requiring him to  
22 work off the clock and without pay. With work shifts generally scheduled for eight hours or  
23 more, this unpaid off the clock work resulted in Plaintiff and the Class members working past  
24 eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times  
25 their regular rate. Defendants thus systematically underpaid Plaintiff and the Class members by  
26 failing to pay them at the required overtime rates for all hours over eight in a work shift or over  
27 forty in a work week, and all hours over twelve in a day at the required double time rate. Upon  
28 information and belief, the Class members were bound by similar scheduling and work policies

1 which Defendants required them to follow and endured similar violations at Defendants' hands as  
2 Plaintiff.

3       22. Defendants may attempt to assert they were authorized to require Plaintiff and the  
4 Class members to work four days per week for ten-hour days or three days per week for twelve-  
5 hour days under an alleged alternative work week schedule. To whatever extent there were lawful  
6 alternative workweeks worked by Employees in the Class under such schedules, overtime rates  
7 still must be paid for all hours worked over ten on a shift and Defendants failed to do so or to pay  
8 double time rates for hours over twelve in a shift where appropriate. However, upon information  
9 and belief Defendants have neither conducted the required elections nor reported them to the  
10 Department of Industrial Relations as required under Labor Code § 511 and the applicable IWC  
11 Wage Orders given there are no listed elections in the Alternative Workweek Elections Database.  
12 Therefore, on every shift Plaintiff and the Class members worked, both their regular hours  
13 worked and off the clock hours worked combined to well over eight hours in a day and/or 40  
14 hours in a workweek. Given that Defendants failed to conduct required alternative workweek  
15 elections but yet still failed to pay overtime rates for all hours worked over eight in a given shift  
16 or double time for hours over twelve under unlawful alleged alternative workweek schedules,  
17 Plaintiff and the Class members have been required to endure systematic and ongoing failure to  
18 pay regular and overtime wages violations at Defendants' hands.

19       23. Defendants have either failed to maintain timekeeping records for Plaintiff that  
20 would permit Plaintiff to discover the nature and extent of the off the clock work Defendants'  
21 required and the actual hours Plaintiff worked, or have otherwise declined to produce them to  
22 Plaintiff in response to a timely and lawful request. By failing to pay for all hours worked,  
23 Defendants have committed knowing and intentional ongoing violations of the record keeping  
24 requirements under the Labor Code §§ 226 and 1174.

25       24. As a result of the above-described unlawful requirements to work off the clock,  
26 the failure to accurately record all hours worked and unlawful rounding and time shaving, and the  
27 other wage violations they endured at Defendants' hands, Plaintiff and the Class members were  
28 not properly paid all wages earned and all wages owed to them by Defendants, including when

1 working more than eight hours in any given day and/or more than forty hours in any given week.  
2 As a result of Defendants' unlawful policies and practices, Plaintiff and Class members incurred  
3 overtime hours worked for which they were not adequately and completely compensated, in  
4 addition to the hours they were required to work off the clock at their regular rates.

5 25. The failure to pay for all hours worked and underpayment of wages to Plaintiff  
6 and the Class members is and has been a direct consequence of Defendants' unlawful  
7 compensation policies and practices, which upon information and belief applied uniformly to the  
8 Class members working at Defendants' customers' locations and facilities. As a result of the  
9 above-described unlawful requirements to work off the clock and regular rate miscalculation, the  
10 failure to accurately record all hours worked and pay wages at the correct rates, and the other  
11 wage violations they endured at Defendants' hands, Plaintiff and the Class members were not  
12 properly paid all wages earned and all wages owed to them by Defendants, including when  
13 working more than eight hours in any given day and/or more than forty hours in any given week.

14 26. Therefore, from at least four years prior to the filing of this lawsuit and continuing  
15 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all  
16 hours worked and failing to pay minimum wages for all time worked, as required by California  
17 law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present,  
18 Defendants had a consistent policy or practice of failing to pay Employees overtime compensation  
19 at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a  
20 week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of  
21 Labor Code § 510 and the corresponding sections of IWC Wage Orders. These failures cannot be  
22 avoided by Defendants' reliance on any alleged alternative workweek schedules. To the extent  
23 Defendants paid Plaintiff and the Class members bonuses and shift differentials and other forms of  
24 remuneration above and beyond their hourly pay, upon information and belief Defendants  
25 miscalculated and therefore underpaid any overtime they paid during these pay periods by failing  
26 to include all forms of remuneration in the regular rate used to calculate and pay overtime.

27 27. Defendants also failed to provide Plaintiff and the Class members with their  
28 required meal periods, and the at least two ten-minute rest breaks required for scheduled shifts of

1 eight hours. Demanding workloads contributed to Defendants' common policy of failing to  
2 provide lawful meal periods to Plaintiff and the Class members, as required under the Labor Code  
3 and Paragraph 11 of the IWC Wage Order(s). Defendants similarly systematically failed to  
4 authorize and permit Plaintiff and the employee Class Members to take all required 10-minute  
5 rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

6         28. More specifically, Plaintiff worked shifts that entitled him to at least one thirty-  
7 minute meal period, but Defendants' required Plaintiff and the Class members to prioritize work  
8 over taking proper meal periods. Defendants' supervisors determined when Employees could be  
9 excused for their meal periods and this depended largely on how Employees progressed on the  
10 work. Sometimes the entire crew would be permitted to take their meals together, or some  
11 Employees may be required to remain behind to finish a particular task. Defendants' requirement  
12 that "spotters" keep their radio phones on at all times and that all Employees respond to work  
13 communications at all times contributed to interrupted meal periods. Moreover, Defendants  
14 considered Employee's meal periods to begin at their work areas and failed to account for the  
15 several minutes it would take to walk to the break area where they were permitted to consume  
16 their meals and use the bathroom. The several minutes it took to reach the break area yielded  
17 Employees substantially less than thirty minutes for their meal periods. Nevertheless, Defendants'  
18 supervisors would record a thirty-minute meal period. At some work sites, Employees were not  
19 permitted to leave the work premises at all, and were not provided a break area or bathrooms  
20 resulting in Employees having to take their meal periods and rest breaks on the ground and to  
21 relieve themselves behind trees and shrubs.

22         29. To the extent Defendants required Plaintiff to work over ten hours on a work shift,  
23 Defendants also failed to provide second meal periods and Defendants have produced no evidence  
24 of payments for meal period violations under Labor Code 226.7. To the extent Defendants have  
25 paid any such premiums, upon information and belief they failed to include all forms of  
26 remuneration, including wage differentials, in the regular rate at which Defendants paid the  
27 premium. Plaintiff has no recollection of agreeing to waive any of his meal periods.

1           30. Defendants thus failed to provide all the legally required unpaid, off-duty meal  
2 periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Class  
3 members, as required by the applicable Wage Order and Labor Code. Plaintiff and other Class  
4 members were required to perform work as ordered by Defendants for more than five hours during  
5 a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants  
6 followed a practice of requiring off the clock work and rounding and time shaving in a manner  
7 that would impact when Employees were to receive meal periods and rest breaks, and required  
8 them to respond to work calls and inquiries and other demands during breaks, thus leading to  
9 further violations.

10           31. Upon information and belief, Defendants' systems did not automatically generate a  
11 meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours  
12 into a work shift or in the event the time punch records reflected a meal period of less than thirty  
13 minutes. However, upon information and belief, in the event Defendants did pay any meal period  
14 premiums, they did so at the employee's customary regular rate of hourly compensation without  
15 including all forms of remuneration in that hourly rate calculation, for example by omitting wage  
16 differentials and the like from the rate at which meal premiums were paid.

17           32. As a result, Defendants' failure to provide Plaintiff and the Class members with all  
18 legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest  
19 periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at  
20 least four years prior to the filing of this action and through to the present, Plaintiff and the Class  
21 members were unable to take off-duty breaks or were otherwise not provided with the opportunity  
22 to take required breaks as required under the Labor Code and Wage Orders due to Defendants'  
23 policies and practices. On the occasions when Plaintiff and the Class members were provided with  
24 a meal period, it was often untimely or interrupted, or was impermissibly shortened, and  
25 Employees were not provided with one hour's wages in lieu thereof. Meal period violations thus  
26 occurred in one or more of the following manners:

- 27           (a) Class members were not provided full thirty-minute duty free meal periods  
28 for work days in excess of five hours and were not compensated one hour's

wages in lieu thereof, all in violation of, among others, Labor Code §§ 226.7, 512, and the applicable Industrial Welfare Commission Wage Order(s);

(b) Class members were not provided second full thirty-minute duty free meal periods for work days in excess of ten hours;

(c) Class members were required to work through at least part of their daily meal period(s);

(d) Meal periods were provided after five hours of continuous work during a shift; and

(e) Class members were restricted in their ability to take a full thirty-minute meal period and were not permitted to leave their work premises during meal periods and were otherwise required to remain under Defendants' control during meal periods.

33. Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Class members to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Class members were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to instructions from management if and when they even attempted to take one. Upon information and belief, Defendants also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Class members to remain under their control during required off-duty rest break times. Defendants' largely failed to provide any rest breaks to Employees, opting instead to provide them "water breaks" that were substantially less than ten minutes. During water breaks, supervisors would provide water to Employees and they were rushed to consume the water and resume working. Moreover, at some work sites, Defendants failed to provide Employees with any designated break areas or bathrooms resulting in Employees having to take their rest breaks on the ground and to relieve themselves behind trees and shrubs.

1           34. Defendants thus failed to authorize and permit duty-free ten minute rest breaks as  
2 required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even  
3 schedule or otherwise account for time for Plaintiff and the Class members to use for duty-free,  
4 net ten-minute rest breaks. This common and unlawful policy uniformly applied to the  
5 Employees during the relevant period, meaning Defendants' rest break policy was not to schedule  
6 or otherwise authorize and permit them. Plaintiff and the Class members worked eight to twelve  
7 hours on an average shift, and were required to receive at least two rest breaks or three rest breaks  
8 on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants'  
9 management, Plaintiff and the Class members were compelled to not take rest breaks despite  
10 working extended shifts. Defendants have produced no evidence of any payments for rest break  
11 violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums,  
12 upon information and belief they failed to include all forms of remuneration, including bonuses  
13 and shift differentials, in the regular rate at which Defendants paid the premium.

14           35. Defendants' uniformly applied policies and practices thus resulted in untimely and  
15 shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Class  
16 members worked shifts of at least eight hours, which required at least two rest breaks, and often  
17 worked shifts over ten hours, which required at least three rest breaks. Even on the occasions  
18 when Defendants authorized and permitted Plaintiff to take a first rest break, he was not  
19 permitted to take a second or a third break, and those that were provided were often late and  
20 generally interrupted by job duties and requirements.

21           36. During rest periods, employers must relieve employees of all duties and relinquish  
22 control over how employees spend their time. Plaintiff and the Class members were and are under  
23 Defendants' control when they are working through rest breaks and remaining under Defendants'  
24 control. Defendants have also provided either impermissibly shortened or untimely meal and rest  
25 breaks to Plaintiff and the Class members. Plaintiff and the Employees in the Class were thus not  
26 authorized and permitted to take lawful rest periods, were systematically required by Defendants  
27 to work through or during breaks, and were not provided with one hour's wages in lieu thereof.  
28 They were required to remain on-duty during breaks or portions of their breaks, thus making

1 them either untimely or shortened and on-duty, and they were also prevented from leaving the  
2 premises and otherwise remain under Defendants' control during rest breaks under Defendants'  
3 uniformly applied policies and practices. Rest period violations therefore arose in one or more of  
4 the following manners:

- 5 (a) Class members were required to work without being provided a minimum  
6 ten minute rest period for every four hours or major fraction thereof worked  
7 and were not compensated one hour of pay at their regular rate of  
8 compensation for each workday that a rest period was not provided, and to  
9 the extent Defendants paid any premiums, they failed to include all forms of  
10 remuneration in the regular rate used to calculate and pay them.
- 11 (b) Class members were not authorized and permitted to take timely rest periods  
12 for every four hours worked, or major fraction thereof;
- 13 (c) Class members were required to remain on duty and under Defendants'  
14 control during rest periods or otherwise had their rest periods interrupted by  
15 work demands.

16 37. From at least four years prior to the filing of this lawsuit and continuing to the  
17 present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or  
18 deducting the Employees' earned wages, including by requiring off the clock work during breaks  
19 and before and after work shifts and by miscalculating the regular rate and accordingly  
20 underpaying overtime wages and meal and rest break premiums. By not compensating Employees  
21 for all hours worked at the correct rates, Defendants unlawfully deducted wages earned by and  
22 owed to Plaintiff and the Class members, in violation of Labor Code § 221.

23 38. Defendants also violated California Labor Code § 246 by not providing all  
24 required paid sick days to Plaintiff and the similarly aggrieved Employees. Labor Code § 246  
25 provides that an Employee who "works in California for the same employer for 30 or more days  
26 within a year from the commencement of employment is entitled to paid sick days as specified in  
27 this section." Paid sick time for nonexempt employees shall be calculated in the same manner as  
28 the regular pay rate for the workweek in which the employee uses the paid sick time. Defendants

1 failed to provide Plaintiff and the other similarly Aggrieved Employees with all their required and  
2 earned sick days paid at the correct rate of pay, in violation of Labor Code § 246. Additionally  
3 and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick  
4 leave to the Class members during the relevant time period, including by failing to provide two  
5 work weeks of COVID-19 supplemental paid sick leave paid at the correct rates as required under  
6 Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are  
7 enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully  
8 withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or  
9 two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate  
10 penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”  
11 Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Employees with  
12 all their required and earned sick days and all their COVID-19 supplemental sick leave in  
13 violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and  
14 applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and  
15 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

16         39. Upon information and belief, Defendants also failed to provide Employees such as  
17 Plaintiff at the time of his employment and thereafter with written notice complying with all the  
18 requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer  
19 shall provide to each employee a written notice, in the language the employer normally uses to  
20 communicate employment-related information to the employee, containing” specific required  
21 information. Upon information and belief, Defendants failed to provide this information to the  
22 Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to  
23 provide Plaintiff and the aggrieved employee Class members certain specific information upon  
24 hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with  
25 any such information when he was hired, or have failed to produce it, and upon information and  
26 belief Defendants committed similar violations in connection with similarly situated and  
27 aggrieved Class members.

1           40. As a result of these illegal policies and practices, Defendants also engaged in and  
2 enforced the following additional unlawful practices and policies against Plaintiff and the Class  
3 members he seeks to represent:

- 4           (a) failing to pay all wages owed to Class members who either were discharged,  
5               laid off, or resigned in accordance with the requirements of Labor Code §§  
6               201, 202, 203;
- 7           (b) failing to pay all wages owed to the Class members twice monthly in  
8               accordance with the requirements of Labor Code § 204;
- 9           (c) failing to pay Class members all wages owed, including all meal and rest  
10               period premium wages, and failing to pay them at the regular rate of  
11               compensation;
- 12           (d) failing to maintain accurate records of Class members' hours worked and  
13               earned wages and meal periods in violation of Labor Code §§ 226 and  
14               1174(d) and section 7 of the applicable IWC Wage Orders; and
- 15           (e) failing to produce timekeeping records in response to Plaintiff's timely and  
16               lawful request to receive them under these authorities.

17           41. Moreover, Defendants have also consistently failed to provide Class members with  
18 timely, accurate, and itemized wage statements, in writing, as required by California wage-and-  
19 hour laws, including by the above-described requirement of off the clock work, failure to pay all  
20 overtime and double time wages owed and failure to pay them at the appropriate premium rates,  
21 and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or  
22 by miscalculating any overtime or meal period or rest break premium wages and by the systematic  
23 and unlawful deductions Defendants took from Employee wages. Defendants have also made it  
24 difficult to account with precision for the unlawfully withheld wages and meal and rest period  
25 compensation owed to Plaintiff and the Class, during the liability period, including because they  
26 did not calculate the regular rate of pay correctly when paying overtime or meal period premiums  
27 and because they did not implement and preserve a record-keeping method as required for non-  
28 exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable

1 California Wage Orders. Upon information and belief, time clock punches were not maintained or  
2 were not accurately maintained for work shifts and meal periods. Defendants also failed to  
3 accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff  
4 and the Class members, including by failing to pay all overtime hours at the correctly calculated  
5 overtime premium rate.

6 42. Defendants also provided Plaintiff and the Class members with wage statements  
7 that failed to accurately report all hours worked and applicable hourly rates for all hours worked.  
8 For the same reasons as explained above, Plaintiff and the Class members were provided with  
9 unlawful wage statements that failed to reflect all hours worked and failed to pay for all overtime  
10 hours or failed to pay overtime wages at the correct overtime premium rate, and Defendants  
11 miscalculated meal and rest break premiums, and sick time if and when they did pay them.  
12 Defendants followed this unlawful policy and practice even though both Plaintiff and Defendants  
13 were aware that Plaintiff and the Class members worked more total hours than were reflected on  
14 the wage statements, including overtime hours, and were underpaid by regular rate miscalculation.  
15 Plaintiff and the Employees in the Class were unable to discern from their wage statements alone  
16 the actual hours they worked in total during a pay period and the rates they were paid for those  
17 hours worked.

18 43. Defendants have thus also failed to comply with Labor Code § 226(a) by  
19 inaccurately reporting total hours worked and total wages earned by Plaintiff and the Class  
20 members, along with the appropriate applicable rates, among others requirements. Plaintiff and  
21 Class members are therefore entitled to penalties not to exceed \$4,000.00 for each employee  
22 pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the  
23 applicable California IWC Wage Orders by failing to maintain time records showing when the  
24 employee begins and ends each work period, meal periods, and wages earned pursuant to Labor  
25 Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from  
26 payment of wages and accurately reporting total hours worked.

27 44. Defendants also required Plaintiff and the Class members to work hours off the  
28 clock for which they were not compensated. They were required to endure off the clock work

1 addressed above, including during interrupted or otherwise on-duty meal and rest periods and were  
2 not provided with sick pay and supplemental sick leave and were subjected to systematic off the  
3 clock work. Defendants also failed to pay all overtime premium wages owed for work conducted  
4 on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore,  
5 Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to  
6 Plaintiff and other similarly situated Employees at the time of their termination or within seventy-  
7 two hours of their resignation, as required by California law, including Labor Code § 203.

8 45. Additionally, from at least four years prior to the filing of this lawsuit and  
9 continuing to the present, Defendants have regularly required Plaintiff and the Class members to  
10 incur necessary business expenses in the course of performing their required job duties without  
11 reimbursement. These included the cell phone-related expenses Plaintiff incurred in responding to  
12 calls from management and using GPS navigation, and home internet expenses Plaintiff incurred  
13 in completing “HAZWOPER” training as required by Defendants. Plaintiff and the Class members  
14 must be reimbursed for these necessary business expenses under Labor Code § 2802, and  
15 Defendants systematically failed to do so.

16 46. In light of the foregoing, Plaintiff and the Employees in the Class bring this action  
17 pursuant to, *inter alia*, Labor Code §§ 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4,  
18 226.7, 246, 248.1, 248.2, 248.5, 510, 511, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194,  
19 1194.2 1197, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, and California Code of  
20 Regulations, Title 8, section 11000 *et seq.*

21 47. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff  
22 and the Class members seek injunctive relief, restitution, and disgorgement of all benefits  
23 Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or  
24 fraudulent practices alleged in this Complaint.

### 25 **CLASS ALLEGATIONS**

26 48. Plaintiff brings this class action on behalf of himself and all others similarly  
27 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the  
28 Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any

1 time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as  
2 determined by the Court (“the Class Period”), and who have been employed as non-exempt,  
3 hourly employees within the State of California.” This includes laborers, field technicians,  
4 equipment operators, plumbers, mechanics, and similar and related positions in connection with  
5 site remediation, wastewater treatment, habitat and waterway restoration and decommissioning  
6 and demolition services they provided to Defendants’ customers throughout California. Further,  
7 Plaintiff seeks to represent the Subclasses composed of and defined as follows:

8       a.     Subclass 1. Minimum Wages Subclass. All Class members who were not  
9 compensated for all hours worked for Defendants at the applicable minimum wage.

10       b.     Subclass 2. Wages and Overtime Subclass. All Class members who were not  
11 compensated for all hours worked for Defendants at the required rates of pay, including for all  
12 hours worked in excess of eight in a day and/or forty in a week.

13       c.     Subclass 3. Meal Period Subclass. All Class members who were subject to  
14 Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-  
15 free meal periods or one hour of pay at the Employee’s regular rate of pay in lieu thereof.

16       d.     Subclass 4. Rest Break Subclass. All Class members who were subject to  
17 Defendants’ policy and/or practice of failing to authorize and permit Employees to take  
18 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction  
19 thereof, and failing to pay one hour of pay at the Employee’s regular rate of pay in lieu thereof.

20       e.     Subclass 5. Reporting Time Pay Subclass: All Class members who were not  
21 compensated reporting time pay.

22       f.     Subclass 6. Wage Statement Subclass. All Class members who, within the  
23 applicable limitations period, were not provided with accurate itemized wage statements.

24       g.     Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members  
25 who were subject to Defendants’ policy and/or practice of deducting wages earned from their pay,  
26 including by requiring off the clock work.

27       h.     Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class  
28 members who were subject to Defendants’ policy and practice of not timely paying all wages

1 earned when they were due and payable at least twice monthly.

2 i. Subclass 9. Termination Pay Subclass. All Class members who, within the  
3 applicable limitations period, either voluntarily or involuntarily separated from their employment  
4 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon  
5 termination.

6 j. Subclass 10. Payroll Records Subclass. All Class members who were subject to  
7 Defendants' policy and/or practice of failing to keep accurate time and wage records as required  
8 by California wage-and-hour laws.

9 k. Subclass 11. Expense Reimbursement Subclass. All Class members who incurred  
10 necessary and reasonable expenses in connection with performing their job duties for Defendants  
11 and who were subject to a policy and/or practice under which such expenses were not reimbursed.

12 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a  
13 result of Defendants' business acts and practices, to the extent such acts and practices are found to  
14 be unlawful, deceptive, and/or unfair.

15 49. Plaintiff reserves the right under California Rule of Court 3.765 to amend or  
16 modify the class description with greater particularity or to provide further division into subclasses  
17 or limitation to particular issues. To the extent equitable tolling operates to toll claims by the Class  
18 against Defendants, the Class Period should be adjusted accordingly.

19 50. Defendants, as a matter of company policy, practice and procedure, and in violation  
20 of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order requirements,  
21 and the applicable provisions of California law, intentionally, knowingly, and willfully, engaged  
22 in a practice whereby Defendants failed to correctly calculate and pay compensation for the time  
23 worked by Plaintiff and the other members of the Class, even though Defendants enjoyed the  
24 benefit of this work, required Employees to perform this work and permitted or suffered to permit  
25 this work. Defendants have uniformly denied these Class members wages to which these  
26 employees are entitled, and failed to provide meal periods or authorize and permit rest periods, in  
27 order to unfairly cheat the competition and unlawfully profit.

1           51.     This action has been brought and may properly be maintained as a class action  
2 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community  
3 of interest in this litigation and the proposed Class is easily ascertainable from the employment  
4 records for Plaintiff and the Class members that Defendants are required to maintain under  
5 California law.

6           **A.     Numerosity**

7           52.     The potential members of the Class as defined are so numerous that joinder of all  
8 the Class members is impracticable. While the precise number of Class member has not been  
9 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the  
10 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the  
11 Class definition within the State of California. Plaintiff alleges that Defendants' employment  
12 records will provide information as to the number and location of all Class members.

13           **B.     Commonality**

14           53.     There are questions of law and fact common to the Class that predominate over any  
15 questions affecting only individual Class members. The common questions are numerous and  
16 substantial and flow from Defendants' uniform policies and/or practices of violating the California  
17 Labor Code addressed above. As such, these common questions predominate over individual  
18 questions concerning each individual Class Member's showing as to his or her eligibility for  
19 recovery or as to the amount of damages. These common questions of law and fact include:

- 20           a.     Whether Defendants failed to pay Employees minimum wages;
- 21           b.     Whether Defendants failed to pay Employees wages for all hours worked;
- 22           c.     Whether Defendants failed to pay Employees overtime as required under Labor  
23               Code § 510;
- 24           d.     Whether Defendants paid reporting time pay under the applicable wage order and 8  
25               CCR § 11160(5);
- 26           e.     Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable  
27               IWC Wage Orders, by failing to provide Employees with requisite meal periods or  
28               premium pay in lieu thereof;

- 1 f. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage  
2 Orders, by failing to authorize and permit Employees to take requisite rest breaks,  
3 or provide premium pay in lieu thereof;
- 4 g. Whether Defendants violated Labor Code § 226(a) by providing Employees with  
5 inaccurate wage statements and wage statements that omitted many of the Section  
6 226(a) requirements.
- 7 h. Whether Defendants violated Labor Code § 221;
- 8 i. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay  
9 wages and compensation due and owing at the time of termination of employment;
- 10 j. Whether Defendants' conduct was willful;
- 11 k. Whether Defendants violated Labor Code § 226 and § 1174 and §1198 and the  
12 IWC Wage Orders by failing to maintain accurate records of Class members'  
13 earned wages and work periods;
- 14 l. Whether Defendants violated Labor Code § 1194 by failing to compensate all  
15 Employees during the relevant time period for all hours worked, whether regular or  
16 overtime;
- 17 m. Whether Defendants violated Labor Code § 204 by failing to pay Employees all  
18 wages earned at least twice monthly;
- 19 n. Whether Defendants violated Labor Code § 2802 by failing to reimburse necessary  
20 business expenses incurred by Employees;
- 21 o. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not  
22 providing employees with all required sick days and COVID-19 supplemental sick  
23 leave;
- 24 p. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 25 q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 26 r. Whether Employees are entitled to equitable relief pursuant to Business and  
27 Professions Code § 17200 *et seq.*  
28

1           **C.     Typicality**

2           54.     The claims of the named Plaintiff are typical of those of the other Employees. The  
3 Employee Class members all sustained injuries and damages arising out of and caused by  
4 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as  
5 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for  
6 the off the clock work and meal and rest violations they were required to endure are typical of  
7 those of the other Class members.

8           **D.     Adequacy of Representation**

9           55.     Plaintiff will fairly and adequately represent and protect the interest of the  
10 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are  
11 experienced and competent in litigating employment class actions.

12          **E.     Superiority of Class Action**

13          56.     A class action is superior to other available means for the fair and efficient  
14 adjudication of this controversy. Individual joinder of all Employees is not practicable, and  
15 questions of law and fact common to all Employees predominate over any questions affecting only  
16 individual Employees. Each Employee in the Class has been damaged and is entitled to recovery  
17 by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

18          57.     As to the issues raised in this case, a class action is superior to all other methods for  
19 the fair and efficient adjudication of this controversy, as joinder of all Class members is  
20 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class  
21 members. Further, as the economic or other loss suffered by vast numbers of Class members may  
22 be relatively small, the expense and burden of individual actions makes it difficult for the Class  
23 members to individually redress the wrongs they have suffered. Moreover, in the event  
24 disgorgement is ordered, a class action is the only mechanism that will permit the employment of  
25 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in  
26 managing this case as a class action, and proceeding on a class-wide basis will permit Employees  
27 to vindicate their rights for violations they endured which they would otherwise be foreclosed  
28 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

1           58.     Class action treatment will allow those persons similarly situated to litigate their  
2 claims in the manner that is most efficient and economical for the parties and the judicial system.  
3 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.  
4 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would  
5 set forth the subject and nature of the instant action. The Defendants' own business records can be  
6 utilized for assistance in the preparation and issuance of the contemplated notices. To the extent  
7 that any further notice is required additional media and/or mailings can be used.

8           59.     Defendants, as prospective and actual employers of the Employees in the Class,  
9 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding  
10 Defendants' pay practices, policies and working conditions imposed upon the similarly situated  
11 Employees as well as the effect of any alleged arbitration agreements that may have been forced  
12 upon them. In addition, Defendants knew they possessed special knowledge about pay practices  
13 and policies, most notably intentionally refusing to pay for all hours actually worked which should  
14 have been recorded in Defendants' pay records and the consequence of the alleged arbitration  
15 agreements and policies and practices on the Employees and Class as a whole.

16          60.     Plaintiff and the Employees in the Class did not discover the fact that they were  
17 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was there  
18 any discussion about Plaintiff's and the Class members' waiver of their Constitutional rights of  
19 trial by jury, to collectively organize and oppose unlawful pay practices under California law as  
20 well as obtain injunctive relief preventing such practices from continuing. As a result, the  
21 applicable statutes of limitation tolled until such time as the Class members were discovered.

22                                   **FIRST CAUSE OF ACTION**  
23                                   **FAILURE TO PAY MINIMUM WAGES**  
24                                   **(Against All Defendants)**

25          61.     Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
26 full herein.

27          62.     Defendants failed to pay Employees minimum wages for all hours worked and  
28 had a consistent policy of failing to pay Employees for all hours worked. Employees would work

1 hours and not receive wages, including as alleged above in connection with off the clock work,  
2 including all the time required to remain on duty and under Defendants' control during breaks  
3 and due to the work demands placed upon them by Defendants' management and by paying what  
4 should have been overtime hours as regular hours including by following unlawful alternative  
5 workweek schedules. Defendants' uniformly applied policies required systematic off the clock  
6 work and underpayment of all wages owed to Employees over a period of time, while benefiting  
7 Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum  
8 wages to Plaintiff and the Class members, including by requiring systematic off the clock work.  
9 To the extent any local wage ordinances were also applicable to paying the employees an hourly  
10 rate above the minimum wage rate, Defendants failed to comply with the local wage ordinances  
11 and prevailing wage ordinances. Defendants' uniform pattern of unlawful wage and hour  
12 practices manifested, without limitation, applicable to the Class as a whole, as a result of  
13 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and  
14 the other members of the Class as to minimum wage pay.

15         63. In California, employees must be paid at least the applicable state minimum wage  
16 for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and  
17 paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Also, pursuant to  
18 California Labor Code § 204, other applicable laws and regulations, and public policy, an  
19 employer must timely pay its employees for all hours worked. Defendants failed to do so.

20         64. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"  
21 states: "The minimum wage for employees fixed by the commission is the minimum wage to be  
22 paid to employees, and the payment of a less wage than the minimum so fixed is unlawful." The  
23 applicable minimum wage rate fixed by the commission for work during the relevant period is  
24 found in the Wage Orders.

25         65. The minimum wage provisions of California Labor Code are enforceable by private  
26 civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to  
27 work for a lesser wage, any employee receiving less than the legal minimum wage or the legal  
28 overtime compensation applicable to the employee is entitled to recover in a civil action the

1 unpaid balance of the full amount of this minimum wage or overtime compensation, including  
2 interest thereon, reasonable attorney's fees and costs of suit."

3         66. As described in California Labor Code §§ 1185 and 1194.2, any action for wages  
4 incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also,  
5 California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage  
6 Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for  
7 all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in  
8 the absence of a contractually agreed upon one.

9         67. In committing these violations of the California Labor Code, Defendants  
10 inaccurately recorded, or required Plaintiff and the Class members to input times that did not  
11 reflect their actual hours worked, or miscalculated hours or rates or otherwise underpaid the actual  
12 time worked by Plaintiff and other members of the Class, including by requiring off the clock  
13 work as addressed in detail above. Defendants acted in an illegal attempt to avoid the payment of  
14 all earned wages, and other benefits in violation of the California Labor Code, the Industrial  
15 Welfare Commission requirements and other applicable laws and regulations. As a result of these  
16 violations, Defendants also failed to timely pay all wages earned in accordance with California  
17 Labor Code § 1194.

18         68. California Labor Code § 1194.2 also provides for the following remedies: "In any  
19 action under Section 1194 . . . to recover wages because of the payment of a wage less than the  
20 minimum wages fixed by an order of the commission, an employee shall be entitled to recover  
21 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

22         69. In addition to restitution for all unpaid wages, pursuant to California Labor Code §  
23 1197.1, Plaintiff and Class members are entitled to recover a penalty of \$100.00 for the initial  
24 failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to  
25 pay each employee minimum wages.

26         70. Pursuant to California Labor Code § 1194.2, Plaintiff and Class members are  
27 further entitled to recover liquidated damages in an amount equal to wages unlawfully unpaid and  
28 interest thereon.

71. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

72. Plaintiff and the Class members are entitled to recover the unpaid minimum wages (including double minimum wages) and local wage ordinance wages and liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other members of the Class further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum wage compensation is determined to be owed to the Class members who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Class members. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional, and not in good faith. Further, Plaintiff and other Class members are entitled to seek and recover statutory costs.

## SECOND CAUSE OF ACTION

## FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

**(Against All Defendants)**

73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

74. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a

1 claim with the Division of Labor Standards and Enforcement.

2         75. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and  
3 Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the  
4 Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular  
5 hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40)  
6 hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any  
7 one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12)  
8 hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of  
9 work in a workweek. To the extent Defendants failed to pay overtime and double time wages as  
10 required under Labor Code § 511 and in connection with unlawful alternative workweek schedules  
11 that were neither the result of required elections nor recorded with the Department of Industrial  
12 Relations, Defendants committed ongoing and systematic violations by failing to pay for all hours  
13 worked and failing to pay them at the required regular and overtime rates under the Labor Code.

14         76. Defendants had a consistent policy of not paying Employees wages for all hours  
15 worked, including by requiring off the clock work as addressed above, by unlawful deductions, by  
16 under-reporting actual hours worked, and by requiring Employees to do so as well. Defendants  
17 have also failed to include all forms of remuneration in the regular rate of pay used to calculate  
18 and pay overtime, and failed to begin paying overtime when it was incurred due to the off the  
19 clock work, as detailed above. Defendants' also treated hours that should have been paid at  
20 overtime premium rates to regular hours under unlawful and ineffectual alternative workweek  
21 agreements.

22         77. Defendants thus had a consistent policy of not paying Employees wages for all  
23 hours worked, including hours at their required regular, overtime, and double-time rates.  
24 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted  
25 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the Class  
26 members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff and the  
27 Class members all earned and owed straight time and overtime wages and other benefits, in  
28 violation of the California Labor Code, the California Code of Regulations and the IWC Wage

1 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants  
2 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt  
3 employees to work through meal periods or remain under Defendants' control when they were  
4 required to be clocked out or to otherwise work off the clock to complete their daily job duties and  
5 respond to demands from customers and managers.

6 78. Therefore, Employees were not properly compensated, nor were they paid overtime  
7 rates for hours worked in excess of eight hours in a given day, and/or forty hours in a given week.  
8 Based on information and belief, Defendants did not make available to Employees a reasonable  
9 protocol for correcting time records when Employees worked overtime hours or to fix incorrect  
10 time entries or those that Defendants unlawfully under-recorded to the Employee's detriment.  
11 Defendants have also violated these provisions by requiring Plaintiff and other similarly situated  
12 Class members to work through meal periods when they were required to be clocked out or to  
13 otherwise work off the clock to complete their daily job duties.

14 79. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of  
15 regular wages owed and overtime compensation for all hours worked, as required by California  
16 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the applicable  
17 IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly calculate the  
18 regular rate used to calculate and pay overtime, and meal and rest premiums, as addressed above.

19 80. Additionally, Labor Code § 558(a) provides "any employer or other person acting  
20 on behalf of an employer who violates, or causes to be violated, a section of this chapter or any  
21 provisions regulating hours and days of work in any order of the IWC shall be subject to a civil  
22 penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each  
23 pay period for which the employee was underpaid in addition to an amount sufficient to recover  
24 underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each  
25 underpaid employee for each pay period for which the employee was underpaid in addition to an  
26 amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall  
27 be paid to the affected employee." Labor Code § 558(c) states, "the civil penalties provided for in  
28 this section are in addition to any other civil or criminal penalty provided by law." Defendants

1 have violated provisions of the Labor Code regulating hours and days of work as well as the IWC  
2 Wage Orders. Accordingly, Plaintiff and the Class members seek the remedies set forth in Labor  
3 Code § 558.

4 81. Defendants' failure to pay compensation in a timely fashion also constituted a  
5 violation of California Labor Code § 204, which requires that all wages shall be paid  
6 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct  
7 violation of that provision of the California Labor Code, Defendants have failed to pay all wages  
8 and overtime compensation earned by Employees. Each such failure to make a timely payment of  
9 compensation to Employees constitutes a separate violation of California Labor Code § 204.

10 82. Employees have been damaged by these violations of California Labor Code §§  
11 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally, under  
12 Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less  
13 than \$100 for causing Employees "to work for longer hours than those fixed, or under conditions  
14 of labor prohibited by an order of the commission" or if the employer pays "a wage less than the  
15 minimum fixed by an order of the commission" or "violates...any provision of this chapter or  
16 any order or ruling of the commission."

17 83. Consequently, pursuant to the California Labor Code, including Labor Code §§  
18 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including  
19 paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of  
20 all their unpaid wages and overtime compensation for all their hours worked, with interest, plus  
21 their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties  
22 against Defendants, and each of them, and any additional sums as provided by the Labor Code  
23 and/or other statutes.

### 24 **THIRD CAUSE OF ACTION**

#### 25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

#### 26 **(Against All Defendants)**

27 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
28 full herein.

1           85.     Employees regularly worked shifts greater than five (5) hours and in some  
2 instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the  
3 applicable IWC Wage Order, an employer may not employ someone for a shift of more than five  
4 (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or  
5 for a shift of more than ten (10) hours without providing him or her with a second meal period of  
6 not less than thirty (30) minutes.

7           86.     Defendants failed to provide Employees with meal periods as required under the  
8 Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required  
9 to work or to otherwise remain under Defendants' control during meal periods, or Defendants  
10 provided them after Employees worked beyond the fifth hour of their shifts or Employees  
11 otherwise had them shortened and interrupted by work demands and requirements to perform off  
12 the clock work and remain under Defendants' control. Furthermore, upon information and belief,  
13 on the occasions when Employees worked more than ten hours in a given shift, they did so  
14 without receiving a second uninterrupted thirty-minute meal period as required by law.

15           87.     Defendants thus failed to provide Plaintiff and the Class members with meal  
16 periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order,  
17 including by not providing them with the opportunity to take meal breaks, by providing them late  
18 or for less than thirty minutes, or by requiring them to perform work during breaks.

19           88.     Moreover, Defendants failed to compensate Employees for each meal period not  
20 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and  
21 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an  
22 employee a meal period in accordance with this section, the employer shall pay the employee one  
23 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal  
24 period is not provided. As detailed above, on the occasions when Defendants did pay any meal  
25 period premiums, they upon information and belief underpaid them by miscalculating the regular  
26 rate of compensation by not including all forms of remuneration in it. Defendants thus failed to  
27 compensate the Employees in the Class for each meal period not provided or inadequately  
28 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC

1 Wage Order.

2 89. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the  
3 applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal  
4 to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or  
5 deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory  
6 penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and  
7 other statutes and applicable IWC Wage Order paragraphs.

8 **FOURTH CAUSE OF ACTION**

9 **REST-BREAK PERIOD LIABILITY UNDER LABOR CODE § 226.7**

10 **(Against All Defendants)**

11 90. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
12 full herein.

13 91. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders  
14 provide that employers must authorize and permit all employees to take rest periods at the rate of  
15 ten minutes net rest time per four (4) work hours.

16 92. Employees consistently worked consecutive four hour shifts and were generally  
17 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and  
18 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable  
19 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for  
20 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest  
21 breaks of not less than ten minutes for each consecutive four hour shifts. Defendants made no  
22 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.  
23 Employees were often required to work or to otherwise remain under Defendants' control during  
24 rest periods, including by responding to work requirements, and had breaks provided untimely as a  
25 result of the above described off the clock work.

26 93. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage  
27 Orders provide that if an employer fails to provide an employee rest period in accordance with this  
28 section, the employer shall pay the employee one hour of pay at the employee's regular rate of

1 compensation for each workday that the rest period is not provided. Defendants failed to do so.

2 94. Defendants, and each of them, have therefore intentionally and improperly denied  
3 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and  
4 paragraph 12 of the applicable IWC Wage Orders.

5 95. Defendants failed to authorize and permit Plaintiff and the Class members to take  
6 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate Employees  
7 with an additional hour of pay at each Employee's hourly rate for each day that Defendants failed  
8 to provide them with adequate rest breaks, as required under Labor Code § 226.7 and paragraphs  
9 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants paid any rest break  
10 premiums, they upon information and belief, underpaid them by miscalculating the regular rate of  
11 compensation by not including all forms of remuneration in it. Defendants thus failed to  
12 compensate the Employees in the Class for each rest period not provided or inadequately  
13 provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC  
14 Wage Order.

15 96. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the  
16 applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour  
17 of wages at their effective hourly rates of pay for each day worked without the required rest  
18 breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against  
19 Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY REPORTING TIME PAY UNDER WAGE ORDER 16-2001,**

22 **8 CCR § 11160(5)**

23 **(Against All Defendants)**

24 97. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
25 full herein.

26 98. Wage Order 16-2001 provides that "[e]ach workday an employee is required to  
27 report for work and does report, but is not put to work or is furnished less than half said employee's  
28 usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work,

1 but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular  
2 rate of pay, which shall not be less than the minimum wage.” Cal. Code Regs., tit, 8, § 11160(5)(A).

3 99. As set forth herein, Plaintiff and Employees were required to report for work and  
4 were sent home before half of their scheduled days’ work. Defendants failed to pay Plaintiff and  
5 Employees for half of their scheduled days’ work in violation of the applicable Wage Order.

6 100. As a direct and proximate results of Defendants' actions as set forth herein, Plaintiff  
7 and the Class have been damaged in that Plaintiff and the Class have not been paid all required  
8 reporting time pay.

9 101. Consequently, pursuant to the California Labor Code, including Labor Code §§  
10 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including  
11 paragraphs 5(A-D), Defendants are liable to Employees for the full amount of all their unpaid  
12 wages, including reporting time pay, with interest, plus their reasonable attorneys’ fees and costs,  
13 as well as the assessment of any statutory penalties against Defendants, and each of them, and  
14 any additional sums as provided by the Labor Code and/or other statutes.

15 **SIXTH CAUSE OF ACTION**  
16 **VIOLATION OF LABOR CODE § 226(a)**  
17 **(Against All Defendants)**

18 102. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
19 full herein.

20 103. California Labor Code § 226(a) requires an employer to furnish each of his or her  
21 employees with an accurate, itemized statement in writing showing the gross and net earnings,  
22 total hours worked, and the corresponding number of hours worked at each hourly rate; these  
23 statements must be appended to the detachable part of the check, draft, voucher, or whatever else  
24 serves to pay the employee’s wages; or, if wages are paid by cash or personal check, these  
25 statements may be given to the employee separately from the payment of wages; in either case the  
26 employer must give the employee these statements twice a month or each time wages are paid.

27 104. Defendants failed to provide Plaintiff and the similarly situated Employee Class  
28 members with accurate itemized wage statements in writing, as required by the Labor Code and

1 paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to  
2 Employees by Defendants failed to accurately account for wages, overtime, and premium pay,  
3 including for all overtime and double time hours worked and for deficient meal periods and rest  
4 breaks, all of which Defendants knew or reasonably should have known were owed to the  
5 Employees, as alleged above.

6 105. Throughout the liability period, Defendants intentionally failed to furnish to  
7 Plaintiff and the Class members, upon each payment of wages, itemized statements accurately  
8 showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-  
9 rate units earned and any applicable piece rate paid on a piece-rate basis, (4) all deductions, (5) net  
10 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of  
11 the employee and only the last four digits of his or her social security number or an employee  
12 identification number other than a social security number, (8) the name and address of the legal  
13 entity that is the employer and (9) all applicable hourly rates in effect during the pay period and  
14 the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor  
15 Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst other statutory  
16 requirements. Defendants knowingly and intentionally failed to provide Plaintiff and the Class  
17 members with such timely and accurate wage and hour statements.

18 106. Plaintiff and the Class members suffered injury as a result of Defendants' knowing  
19 and intentional failure to provide them with the statements as required by law and are presumed  
20 to have suffered injury and are entitled to penalties under Labor Code § 226(e), as the Defendants  
21 failed to provide an accurate wage statement, failed to provide accurate and complete information  
22 as required by any one or more of items Labor Code § 226 (a)(1) to (9), inclusive, and the  
23 Plaintiff and Class members cannot promptly and easily determine from the wage statement alone  
24 one or more of the following: (i) The amount of the gross wages or net wages paid to the  
25 employee during the pay period or any of the other information required to be provided on the  
26 itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a), (ii)  
27 Which deductions the employer made from gross wages to determine the net wages paid to the  
28 employee during the pay period, (iii) The name and address of the employer and, (iv) The name

1 of the employee and only the last four digits of his or her social security number or an employee  
2 identification number other than a social security number. For purposes of Labor Code § 226(e)  
3 “promptly and easily determine” means a reasonable person [i.e. an objective standard] would be  
4 able to readily ascertain the information without reference to other documents or information.

5 107. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers  
6 are required “to pay each employee, on the established payday for the period involved, not less  
7 than the applicable minimum wage for all hours worked in the payroll period, ...” Under Labor  
8 Code § 1198, “[t]he employment of any employee for longer hours than those fixed by the order  
9 or under conditions of labor prohibited by the order is unlawful.” Plaintiff and the Class members  
10 may therefore pursue damages and penalties for violations of Labor Code § 204 and paragraph  
11 4(B) of the applicable IWC Wage Orders, including penalties under the IWC Wage Orders.

12 108. Therefore, as a direct and proximate cause of Defendants’ violation of Labor Code  
13 § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the Employees in the  
14 Class suffered injuries, including among other things confusion over whether they received all  
15 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing  
16 them to make mathematical computations to analyze whether the wages paid in fact compensated  
17 them correctly for all hours worked.

18 109. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable  
19 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater of  
20 all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and  
21 one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an  
22 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled to  
23 an award of costs and reasonable attorneys’ fees.

24 **SEVENTH CAUSE OF ACTION**  
25 **VIOLATION OF LABOR CODE § 221**  
26 **(Against All Defendants)**

27 110. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
28 full herein.

111. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Additionally, pursuant to California Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

112. Defendants unlawfully received and/or collected wages from the Employees in the Class by requiring off the clock work, by miscalculating overtime, and by not paying one hour of pay at the regular rate of compensation for every meal and rest period violation endured by Plaintiff and the other Class members, as alleged above. By not compensating Employees for all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages earned in violation of Labor Code § 221. Finally, Defendants operated under unlawful alternative workweek schedules that systematically failed to pay overtime hours and to pay them at the correct overtime rates. By not compensating Employees for all hours worked, and failing to compensate them at the required regular and overtime rates of pay, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

113. As a direct and proximate cause of the unauthorized deductions, Employees have been damaged, in an amount to be determined at trial.

**EIGHTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 204**  
**(Against All Defendants)**

114. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

115. Labor Code § 204 instructs 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. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month 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

1 month.” Additionally, the requirements of this section shall be deemed satisfied by the payment  
2 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven  
3 calendar days following the close of the payroll period.” As detailed above, Defendants  
4 maintained a consistently applied policy and practice of not paying all wages earned between the  
5 1<sup>st</sup> and 15<sup>th</sup> days of a month between the 16<sup>th</sup> and 26<sup>th</sup> day and failed to pay all wages earned  
6 between the 16<sup>th</sup> and the last day of the month between the 1<sup>st</sup> and 10<sup>th</sup> day of the following month.  
7 Defendants similarly failed to pay all wages earned by not more than seven calendar days  
8 following the close of the payroll period.

9 116. All wages due and owing to Plaintiff and the Class members, including as required  
10 under Labor Code § 510, were therefore not timely paid by Defendants. Additionally, wages  
11 required by Labor Code § 1194 and other sections became due and payable to each employee in  
12 each pay period that he or she was not provided with a meal period or rest period or paid straight  
13 or overtime wages to which he or she was entitled.

14 117. Defendants violated Labor Code § 204 by systematically refusing to timely pay  
15 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the  
16 applicable IWC Wage Orders, employers are required “to pay each employee, on the established  
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
18 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer  
19 hours than those fixed by the order or under conditions of labor prohibited by the order is  
20 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for  
21 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including  
22 penalties under paragraph 20 of the applicable IWC Wage Orders.

23 118. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to  
24 represent have been deprived of wages in amounts to be determined at trial, and they are entitled  
25 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,  
26 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the  
27 applicable IWC Wage Orders.

28 ///

**NINTH CAUSE OF ACTION**  
**VIOLATION OF LABOR CODE § 203**  
**(Against All Defendants)**

119. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

120. Plaintiff and numerous Class members are no longer employed by Defendants; they either quit Defendants' employ or were fired therefrom.

121. Defendants failed to pay these Employees all wages due and certain at the time of termination or within seventy-two hours of resignation.

122. The wages withheld from these Employees by Defendants remained due and owing for more than thirty days from the date of separation from employment. Additionally, Defendants failed to pay Plaintiff his final check at the time of his termination.

123. Defendants thus failed to pay Plaintiff and the Class members without abatement, all wages as defined by applicable California law. Among other things, these Employees were not paid all regular and overtime wages, including by Defendants failing to pay for all hours worked or requiring off the clock work or by unlawfully under-recording time entries to the detriment of Employees, and Defendants failed to pay premium wages owed for unprovided meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

124. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders, employers are required "to pay each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and the Class members may therefore pursue damages and penalties for violations of Labor Code § 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing Employees "to work for longer

1 hours than those fixed, or under conditions of labor prohibited by an order of the commission” or  
2 if the employer pays “a wage less than the minimum fixed by an order of the commission” or  
3 “violates...any provision of this chapter or any order or ruling of the commission.”

4 125. Defendants’ failure to pay wages, as alleged, entitles Plaintiff and these former  
5 Employee Class members to penalties under Labor Code § 203 and the applicable paragraphs of  
6 the IWC Wage Orders as addressed above, including the requirement that an employee’s wages  
7 shall continue until paid for up to thirty (30) days from the date they were due.

#### 8 **TENTH CAUSE OF ACTION**

#### 9 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5**

#### 10 **(Against All Defendants)**

11 126. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in  
12 full herein.

13 127. California Labor Code § 1174 requires that all employers shall keep accurate time  
14 and wage records for all employees. California Labor Code § 1174.5 further requires that any  
15 employee suffering injury due to a willful violation of the aforementioned obligations may seek  
16 damages, including civil penalties, from the employer.

17 128. During the course of Plaintiff’s and Employees’ employment, Defendants  
18 consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as  
19 required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and  
20 premium pay as discussed above and failing to document and pay for actual hours worked.

21 129. Defendants are also required by the California Labor Code § 1198 and the  
22 applicable Wage Order to maintain a tracking system that accurately records the times during  
23 which Employees work.

24 130. Defendants have maintained a common unlawful policy and practice of failing to  
25 accurately record all hours worked and all meal period start and end times.

26 131. Defendants’ failure to pay wages, as alleged above, was willful in that Defendants  
27 knew wages to be due but failed to pay them.

1           132. Accordingly, Defendants are liable for civil penalties pursuant to the California  
2 Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

3                                   **ELEVENTH CAUSE OF ACTION**  
4           **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES LABOR CODE § 2802**  
5                                   **(Against All Defendants)**

6           133. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in  
7 full herein.

8           134. Plaintiff is informed and believes and based thereon alleges that throughout the  
9 period applicable, Defendants required Plaintiff and the Class members to pay for necessary work  
10 related expenses they incurred. These included the cell phone-related expenses Plaintiff incurred  
11 in responding to calls from management and using GPS navigation, and home internet expenses  
12 Plaintiff incurred in completing “HAZWOPER” training as required by Defendants. Plaintiff and  
13 the Class members must be reimbursed for these necessary business expenses under Labor Code §  
14 2802 and Defendants systematically failed to do so.

15           135. Defendants thus followed a uniform policy and practice of failing to reimburse  
16 Employees for these necessary work related expenses or losses incurred in direct discharge of their  
17 job duties during employment with Defendants and at the direction of the Defendants pursuant to  
18 Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9.

19           136. Defendants’ knowing and willful failure to reimburse lawful necessary work related  
20 expenses and losses to Plaintiff and the Class members resulted in damages because, among other  
21 things, Defendants did not inform employees of their right to be reimbursed for those work related  
22 expenses. As Defendants failed to inform and misled Plaintiff and the Class members with regard  
23 to their rights, Plaintiff and the Class members were led to believe that incurring those lawful and  
24 necessary expenses was an expected and essential function of their employment with Defendants  
25 and that failure to incur those expenses would have adverse consequences on their employment.

26           137. Therefore, Plaintiff and the Class members are entitled to reimbursement for any  
27 and all necessary work related expenses, as provided for in Labor Code § 2802(b) and paragraph 9  
28 of the applicable IWC Wage Orders, incurred during the direct discharge of their duties while

1 employed by Defendants, as well as accrued interest on those expenses that were not reimbursed  
2 from the date Plaintiff and the Class members incurred those expenses. Further, Plaintiff and the  
3 Class members are entitled to costs and attorney's fees pursuant to Labor Code § 2802(c).

4 **TWELFTH CAUSE OF ACTION**

5 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

6 **(Against All Defendants)**

7 138. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth  
8 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,  
9 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of  
10 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and  
11 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting  
12 the public interest within the meaning of Code of Civil Procedure § 1021.5.

13 139. Plaintiff is a "person" within the meaning of Business & Professions Code  
14 § 17204, has suffered injury, and therefore has standing to bring this cause of action for  
15 injunctive relief, restitution, and other appropriate equitable relief.

16 140. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair  
17 business practices. By the conduct alleged herein, Defendants' practices were deceptive and  
18 fraudulent in that Defendants' policy and practice failed to provide the required amount of  
19 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and  
20 Class members for all hours worked, due to systematic business practices as alleged herein that  
21 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare  
22 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*  
23 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California  
24 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

25 141. Wage-and-hour laws express fundamental public policies. Paying employees their  
26 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental  
27 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State  
28 vigorously to enforce minimum labor standards, to ensure that employees are not required or

1 permitted to work under substandard and unlawful conditions, and to protect law-abiding  
2 employers and their employees from competitors who lower costs to themselves by failing to  
3 comply with minimum labor standards.

4 142. Defendants have violated statutes and public policies. Through the conduct alleged  
5 in this Complaint Defendants have acted contrary to these public policies, have violated specific  
6 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices  
7 in violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived  
8 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and  
9 privileges guaranteed to all employees under the law.

10 143. Defendants' conduct, as alleged above, constitutes unfair competition in violation  
11 of the Business & Professions Code § 17200 *et seq.*

12 144. Defendants, by engaging in the conduct herein alleged, by failing to pay wages  
13 and overtime, failing to provide meal periods and rest breaks, etc., either knew or in the exercise  
14 of reasonable care should have known that their conduct was unlawful; therefore, their conduct  
15 violates the Business & Professions Code § 17200 *et seq.*

16 145. By the conduct alleged herein, Defendants have engaged and continue to engage in  
17 a business practice which violates California and federal law, including but not limited to, the  
18 applicable Industrial Wage Order(s), the California Code of Regulations, and the California  
19 Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this  
20 Court should issue declaratory and other equitable relief pursuant to California Business &  
21 Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to  
22 constitute unfair competition, including restitution of wages wrongfully withheld.

23 146. As a proximate result of the above-mentioned acts of Defendants, Employees have  
24 been damaged, in a sum to be proven at trial.

25 147. Unless restrained by this Court Defendants will continue to engage in such  
26 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court  
27 should make such orders or judgments, including the appointment of a receiver, as may be  
28 necessary to prevent the use by Defendants or their agents or employees of any unlawful or

1 deceptive practice prohibited by the Business & Professions Code, including but not limited to  
2 the disgorgement of such profits as may be necessary to restore Employees to the money  
3 Defendants have unlawfully failed to pay.

4 **THIRTEENTH CAUSE OF ACTION**  
5 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***  
6 **(Against All Defendants)**

7 148. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in  
8 full herein.

9 149. Plaintiff and the Employees in the Class are also aggrieved employees as defined  
10 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and  
11 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time  
12 period.

13 150. In failing to pay Aggrieved Employees minimum wages and overtime, not  
14 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and  
15 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,  
16 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required  
17 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours  
18 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and  
19 paragraph 7 of the applicable IWC Wage Orders.

20 151. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699  
21 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,  
22 including the penalty provisions, without limitation, based, inter alia, on the following California  
23 Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558,  
24 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and  
25 2698 *et seq.*

26 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all  
27 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime  
28 premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198,

1 and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all  
2 civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2,  
3 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to  
4 Labor Code § 2699(g)(1);

5 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved  
6 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to  
7 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under  
8 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC  
9 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under  
10 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,  
11 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs  
12 pursuant to Labor Code § 2699(g)(1);

13 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide  
14 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to  
15 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,  
16 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking  
17 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),  
18 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,  
19 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by  
20 providing inaccurate wage statements and failing to maintain records as required under Labor  
21 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor  
22 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a  
23 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial  
24 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent  
25 citation, ...";

26 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at  
27 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,  
28 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§

201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 16-2001 and 8 § CCR 11160(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

152. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also seeks the penalties and remedies set forth in Labor Code § 558, which states:

(a) Any employer or other person acting on behalf of an employer who

violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages...

(b) If upon inspection or investigation the Labor Commissioner determines that a person had paid or caused to be paid a wage for overtime work in violation of any provision of this chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.

(c) The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.

153. Plaintiff has exhausted his administrative remedies by submitting a certified letter to the LWDA and Defendants on May 15, 2024 (LWDA-CM-1028418-24) addressing in detail the specific provisions of the Labor Code Defendants have violated and addressing the facts and legal theories to support the alleged violations and requested penalties. The LWDA has not provided notice of its intent to investigate the alleged violations within 65 calendar days of the postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations addressed herein and in the PAGA Notice letter and the original Complaint.

**RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;

1           5.       For compensatory damages in the amount of the hourly wage made by Employees  
2 for each missed or deficient meal period where no premium pay was paid therefor from four (4)  
3 years prior to the filing of this action, as may be proven;

4           6.       For compensatory damages in the amount of the hourly wage made by Employees  
5 for each day requisite rest breaks were not provided or were deficiently provided where no  
6 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may  
7 be proven;

8           7.       For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

9           8.       For restitution and/or damages and penalties for Defendants' failure to pay all  
10 wages due twice monthly under Labor Code § 204, as may be proven;

11          9.       For restitution and/or damages for all amounts unlawfully withheld from the wages  
12 for all class members in violation of Labor Code § 221, as may be proven;

13          10.      For penalties pursuant to Labor Code § 203 for all Employees who quit or were  
14 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

15          11.      For penalties pursuant to Labor Code § 1174.5, as may be proven;

16          12.      For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

17          13.      For damages and restitution for failure to reimburse all reasonable and necessary  
18 business expenses incurred by Employees as required by Labor Code § 2802, as may be proven;

19          14.      For restitution for unfair competition pursuant to Business & Professions Code  
20 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

21          15.      For an order enjoining Defendants and their agents, servants, and employees, and  
22 all persons acting under, in concert with, or for them, from acting in derogation of any rights or  
23 duties adumbrated in this Complaint;

24          16.      For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

25          17.      For penalties under Labor Code § 558, as may be proven;

26          18.      For other wages and penalties under the Labor Code as may be proven;

27          19.      For all general, special, and incidental damages as may be proven;

28          20.      For an award of pre-judgment and post-judgment interest;

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- 21. For an award providing for the payment of the costs of this suit;
- 22. For an award of attorneys' fees; and
- 23. For such other and further relief as this Court may deem proper and just.

DATED: July 29, 2024

D.LAW, INC.

By



David Yeremian  
Alvin B. Lindsay  
Tania Fonseca  
Attorneys for Plaintiff Felipe Alvarez and  
those similarly situated

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: July 29, 2024

D.LAW, INC.

By



David Yeremian

Alvin B. Lindsay

Tania Fonseca

Attorneys for Plaintiff Felipe Alvarez and  
those similarly situated

**PROOF OF SERVICE**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES:

I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205

On July 29, 2024, I served the foregoing: **FIRST AMENDED CLASS ACTION COMPLAINT** on Interested Parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

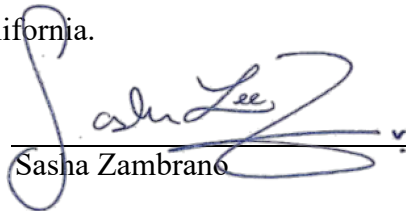
Jessica Garland  
[Jessica.Garland@ndlf.com](mailto:Jessica.Garland@ndlf.com)  
Michael Studenka  
[Michael.Studenka@ndlf.com](mailto:Michael.Studenka@ndlf.com)  
**Newmeyer & Dillion LLP**  
895 Dove Street, 2nd Floor  
Newport Beach, CA 92660

☒ **(BY MAIL)** I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am “readily familiar” with this firm’s practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☒ **(COURTESY COPY BY ELECTRONIC SERVICE)** I caused the document(s) described herein to be served on the person(s) noted above by electronic mail to their E-mail address(es) listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. [Pursuant to Civil Code Procedure 1010.6]

☒ **(STATE)** I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 29, 2024, at Glendale, California.

  
Sasha Zambrano

|                                                                                                                                                                                                                |                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|
| <b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b><br>STREET ADDRESS: 751 W. Santa Ana Blvd<br>MAILING ADDRESS: P.O. Box 1994<br>CITY AND ZIP CODE: Santa Ana CA 92702<br>BRANCH NAME: Civil Complex Center | <i>FOR COURT USE ONLY</i>                  |
| SHORT TITLE: Alvarez vs. Innovative Construction Solutions                                                                                                                                                     |                                            |
| <b>NOTICE OF CONFIRMATION OF ELECTRONIC FILING</b>                                                                                                                                                             | CASE NUMBER:<br>30-2024-01399590-CU-OE-CXC |

The Electronic Filing described by the below summary data was reviewed and accepted by the Superior Court of California, County of Orange. In order to process the filing, the fee shown was assessed.

**Electronic Filing Summary Data**

Electronically Submitted By: FELIPE ALVAREZ, an individual, on behalf of himself and others similarly situated

On Behalf of: Felipe Alvarez; CCMS ID: 81164613

Transaction Number: 31510911

Court Received Date: 07/29/2024

Court Received Time: 04:04:25 PM

Filed Date: 09/25/2024

Filed Time: 03:00 PM

Fee Amount Assessed: \$0.00

Case Number: 30-2024-01399590-CU-OE-CXC

Case Title: Alvarez vs. Innovative Construction Solutions

Location: Civil Complex Center

Case Type: Other employment

Case Category: Civil - Unlimited

Jurisdictional Amount: > 35000

Case Title:

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**Documents Electronically Filed/Received**

Amended Complaint\n(FIRST)

**Status**

Accepted

**Comments**

**Submitter's Comments:**

**Clerk's Comments:**

**Electronic Filing Service Provider Information**

Service Provider LegalConnect

Email: support@legalconnect.com

Contact Person: Customer Support

Phone: 8009096859