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Clerk of the Superior Court
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on behalf of himself and all others similarly situated
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

VICENTE LOPEZ-GOMEZ, on behalf of
himself and all others similarly situated, and
on behalf of the general public,

Plaintiff,

v.

SOUTHLAND PAVING, INC.; and DOES
1-100,

Defendants.

Case No. 24CU001095C

**PLAINTIFF VICENTE LOPEZ-GOMEZ'S PAGA
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Provide Recovery Periods (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
8. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

1 Plaintiff VICENTE LOPEZ-GOMEZ (hereinafter “Plaintiff”), on behalf himself and all other
2 similarly aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against
3 Defendant SOUTHLAND PAVING, INC. (hereinafter “Defendant”) and/or DOES 1-100.

4 **I. INTRODUCTION**

5 1. This is a representative action seeking recovery of penalties under the California Labor Code
6 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
7 Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a
8 lawsuit on behalf of himself and other current and former employees to address an employer’s
9 violations of the *California Labor Code*.

10 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendant
11 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
12 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
13 break; worked qualifying shifts without receiving second meal periods and second and third
14 rest breaks; were not provided with recovery periods; were not provided accurate itemized
15 wage statements; were not paid compensation for all time worked at the straight, overtime, or
16 double time rate; were not paid waiting time penalties; and were subject to an unlawful sick
17 leave policy. Plaintiff seeks penalties on behalf of himself and all other aggrieved employees
18 of Defendant and/or DOES as provided herein. This Complaint also seeks attorneys’ fees and
19 costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

20 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
21 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
22 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
23 periods; authorized and permitted to take rest periods; authorized and permitted to take
24 recovery periods; paid one hour of premium pay for all unprovided meal periods; paid one
25 hour of premium pay for all rest periods that were not authorized and/or permitted; paid one
26 hour of premium pay for all recovery periods that were not authorized and/or permitted; paid
27 penalties for not being provided itemized wage statements; paid compensation for all time
28 worked at the regular, overtime or double time rate; paid penalties for not being paid timely at

the time of termination; and permitted to take lawful paid sick leave.

4. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight time, overtime, double time, rest periods, recovery periods, wage statements, paying compensation at time of termination, and paid sick leave. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the other aggrieved employees from working.

II. JURISDICTION AND VENUE

5. Plaintiff is an individual residing in California. Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the aggrieved employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the aggrieved employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant and/or DOE operates facilities, employs hourly employees, conducts business, and commits *California Labor Code* violations within San Diego County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within San Diego County. Defendant and/or DOES employ numerous aggrieved employees in California and/or San Diego County.
7. Plaintiff brings this action on behalf of himself and the other aggrieved employees of Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the

1 general public, will and does seek to recover any and all penalties for each and every violation
2 shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice
3 with the LWDA of his intent to bring this action, in an amount according to proof, as to those
4 penalties that are otherwise only available to public agency enforcement actions. Funds
5 recovered will be distributed in accordance with the PAGA, with at least seventy-five (75)
6 percent of the penalties recovered being reimbursed to the State of California and the LWDA.

7 8. There is no federal question at issue as the issues herein are based solely upon California
8 statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil*
9 *Procedure*, and *Civil Code*.

10 9. The California Superior Court also has jurisdiction in this matter because the penalties sought
11 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
12 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
13 have an agent or agents, have their principal place of business in, and/or otherwise are found
14 within the County of San Diego, California.

15 **III. THE PARTIES**

16 **A. Plaintiff**

17 10. Plaintiff, a former employee of Defendant and/or DOES, and similar aggrieved employees
18 were and are entitled to statutory meal periods, statutory rest periods, statutory recovery
19 periods, accurate itemized wage statements, compensation for all time worked at the regular,
20 overtime, and doubletime rate, permitted to take lawful paid sick leave, and to receive timely
21 wages at the time of termination.

22 11. Plaintiff and similar aggrieved employees were and are employed in the State of California by
23 the Defendant and/or DOES as non-exempt hourly employees during the relevant time period.
24 Plaintiff was employed in a non-exempt capacity.

25 12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the
26 LWDA and Defendant on May 8, 2024. This notice demonstrates that Plaintiff is an aggrieved
27 employee and has standing to bring a representative action on behalf of the LWDA and as a
28 private attorney general. No notice of cure by Defendant and/or DOES was provided and no

notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

B. Defendant

13. Defendant and/or DOES employed Plaintiff and the aggrieved employees to build and repair roadways for Defendant’s and/or DOES’ customers in the State of California.

14. Defendant’s and/or DOES’ principal place of business was/is in the State of California.

15. Defendant and/or DOES have numerous offices and/or contracts in the State of California.

16. California is the nerve center of Defendant’s and/or DOES’ operations.

17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendant and/or DOES and were acting on behalf of Defendant and/or DOES at all times.

IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the other aggrieved employees are

1 composed of all non-exempt hourly employees of Defendant and/or DOES in the State of
2 California.

3 21. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
4 Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the
5 minimum, regular, overtime, and/or doubletime rate of pay.

6 22. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
7 Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal
8 periods in a timely manner or payment of one hour of pay as additional compensation at
9 Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely,
10 uninterrupted meal period.

11 23. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift
12 of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by
13 failing to provide compensation for these unprovided meal periods, Defendant and/or DOES
14 willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 16-2001,
15 and California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES
16 failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of
17 not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

18 24. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
19 Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take
20 legally compliant rest periods in a timely manner or payment of one hour of pay as additional
21 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were
22 not authorized and/or permitted to take a legally compliant rest period.

23 25. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
24 thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide
25 compensation for these periods, Defendant and/or DOES willfully violated the provisions of
26 *Cal. Lab. Code* § 226.7, IWC Wage Order No. 16-2001, and California Code of Regulations,
27 Section 11070(12).

28 26. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that

1 Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take
2 legally compliant recovery periods in when the temperature exceeds 80 degrees Fahrenheit or
3 payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved
4 employees' regular rate of pay when they were not authorized and/or permitted to take a legally
5 compliant recovery period.

6 27. By failing to provide recovery periods for no less than 5 minutes in addition to the time needed
7 to access the shade for every day worked by Plaintiff and all aggrieved employees when the
8 temperature exceeds 80 degrees Fahrenheit and by failing to provide compensation for these
9 periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7,
10 IWC Wage Order No. 16-2001, and California Code of Regulations, Section 11070(12).

11 28. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff
12 and to other terminated or resigned members of the aggrieved employees and failed to timely
13 pay wages during employment.

14 29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
15 Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay
16 statements in accordance with California law.

17 30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
18 they were not providing complete and accurate pay statements in accordance with California
19 law to Plaintiff and the aggrieved employees.

20 31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
21 they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with
22 California law, and that Defendant and DOES had the ability to pay such compensation, but
23 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
24 Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and
25 the other aggrieved employees.

26 32. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
27 Plaintiff and the other aggrieved employees were entitled to timely wages at the time of
28 termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages

- owed, meal period premiums, and/or rest period premiums owed at the time of termination.
33. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.
34. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that it should have adopted a paid sick leave policy for Plaintiff and the aggrieved employees complaint with California law.
35. Plaintiff brings this action on behalf of himself and all other aggrieved employees defined as all non-exempt hourly employees of Defendant and/or DOES in California, employed beginning one year prior to the date Plaintiff sent Notice to the LWDA.
36. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code §2698 et. seq.).

37. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
38. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab. Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.
39. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated

1 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

2 40. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved
3 employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and
4 consistent policy of requiring employees to work before clocking in, after clocking out, and
5 during meal periods. Plaintiff and the aggrieved employees are not paid for this time. For
6 example, Plaintiff would have to turn on the machine and clean it prior to his scheduled start
7 time and while off the clock. Thus, Plaintiff and the aggrieved employees are owed wages for
8 the unpaid time during which they are subject to Defendant’s and/or DOES’ control and/or
9 during which they are not free from all work duties.

10 41. Further, Defendant and/or DOES fail to keep accurate records of Plaintiff’s and the aggrieved
11 employees’ time worked. Defendant and/or DOES do not provide any way for Plaintiff and
12 the aggrieved employees to record their time worked. Rather, Defendant and/or DOES have
13 Plaintiff’s and the aggrieved employees’ supervisors record employees’ time worked. This
14 leads to Plaintiff and the aggrieved employees not being paid for all of the hours that they
15 work.

16 42. Additionally, Plaintiff and the aggrieved employees would have to work through their meal
17 periods but would nonetheless have thirty-minute meal periods recorded for them to create the
18 appearance of lawful meal periods. Thus, Plaintiff and the aggrieved employees are owed
19 wages for meal period time during which they are subject to Defendant’s and/or DOES’ control
20 and during which they are not free from all work duties.

21 43. Moreover, when Plaintiff and the aggrieved employees did take meal periods they are not
22 relieved of all duties and/or employer control during their unpaid meal periods. Plaintiff and
23 the aggrieved employees are informed and believe and thereon allege that Defendant and/or
24 DOES breached the legal duty to pay for all hours worked by Plaintiff by failing to pay Plaintiff
25 and similarly aggrieved employees for meal period time when Plaintiff and the aggrieved
26 employees were not relieved of all duties and/or employer control.

27 44. Plaintiff and the aggrieved employees are informed and believe and thereon allege that
28 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay

Plaintiff and similarly aggrieved employees for meal period time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control.

45. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendant and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

46. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

47. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

48. Plaintiff, as a former non-exempt employee of Defendant and/or DOES who Defendant and/or DOES failed to pay all wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

49. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

50. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

51. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare

Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed

52. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

53. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

54. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

55. Defendant and/or DOES failed to pay overtime when Plaintiff and the aggrieved employees worked over eight (8) hours per day and when they worked over forty (40) hours per week.

56. Plaintiff and the aggrieved employees were deprived of wages for overtime hours worked because Defendant and/or DOES failed to pay them overtime wages for all overtime hours worked. This resulted in Plaintiff and the aggrieved employees not being paid all overtime wages owed to them.

57. Defendant and/or DOES also failed to pay Plaintiff and the aggrieved employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week, thus depriving Plaintiff and the aggrieved employees of overtime wages.

58. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and consistent policy of requiring employees to work before clocking in, after clocking out, and

1 during meal periods. Plaintiff and the aggrieved employees are not paid for this time. For
2 example, Plaintiff would have to turn on the machine and clean it prior to his scheduled start
3 time and while off the clock. Thus, Plaintiff and the aggrieved employees are owed wages for
4 the unpaid time during which they are subject to Defendant's and/or DOES' control and/or
5 during which they are not free from all work duties. Because Plaintiff and the aggrieved
6 employees ordinarily work shifts lasting over eight (8) hours, the majority of these unpaid
7 hours would qualify for the overtime rate.

8 59. Further, Defendant and/or DOES fail to keep accurate records of Plaintiff's and the aggrieved
9 employees' time worked. Defendant and/or DOES do not provide any way for Plaintiff and
10 the aggrieved employees to record their time worked. Rather, Defendant and/or DOES have
11 Plaintiff's and the aggrieved employees' supervisors record employees' time worked. This
12 leads to Plaintiff and the aggrieved employees not being paid for all of the hours that they
13 work. Because Plaintiff and the aggrieved employees ordinarily work shifts lasting over eight
14 (8) hours, the majority of these unpaid hours would qualify for the overtime rate.

15 60. Additionally, Plaintiff and the aggrieved employees would have to work through their meal
16 periods but would nonetheless have thirty-minute meal periods recorded for them to create the
17 appearance of lawful meal periods. Thus, Plaintiff and the aggrieved employees are owed
18 wages for meal period time during which they are subject to Defendant's and/or DOES' control
19 and during which they are not free from all work duties. Because Plaintiff and the aggrieved
20 employees ordinarily work shifts lasting over eight (8) hours, the majority of these unpaid
21 hours would qualify for the overtime rate.

22 61. Moreover, when Plaintiff and the aggrieved employees did take meal periods they are not
23 relieved of all duties and/or employer control during their unpaid meal periods. Plaintiff and
24 the aggrieved employees are informed and believe and thereon allege that Defendant and/or
25 DOES breached the legal duty to pay for all hours worked by Plaintiff by failing to pay Plaintiff
26 and similarly aggrieved employees for meal period time when Plaintiff and the aggrieved
27 employees were not relieved of all duties and/or employer control. Because Plaintiff and the
28 aggrieved employees ordinarily work shifts lasting over eight (8) hours, the majority of these

unpaid hours would qualify for the overtime rate.

62. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved employees by failing to pay Plaintiff and the aggrieved employees for time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control. By failing to pay for this time when Plaintiff and the aggrieved employees work over eight (8) hours in a shift and forty (40) hours in a week, these hours must be compensated at an overtime rate.

63. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

64. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

65. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor commission and/or the Department of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

66. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

67. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code §2698 et. seq.).

68. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

as if fully plead.

69. Under Cal. Lab. Code § 512, and IWC Wage Order 16-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

70. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

71. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

72. Defendant and/or DOES breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right to be completely free from employer control under California law. In addition, Plaintiff and the aggrieved employees would have to work through their meal periods and could not leave the premises but would nonetheless be required to clock out for and/or otherwise have a thirty-minute meal period recorded for them to create the appearance of lawful meal periods. Thus, Plaintiff and the aggrieved employees did not receive lawful meal periods while working for Defendant and/or DOES.

73. When Plaintiff and the aggrieved employees are able to take a meal period, Plaintiff and the aggrieved employees are not relieved of all duties and/or employer control during their meal

1 periods.

2 74. Alternatively, Defendant and/or DOES breached the legal duty to provide meal periods to
3 employees by failing to provide employees with meal periods within the timeframes outlined
4 by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and the
5 aggrieved employees with meal periods within the first five (5) continuous hours of work.
6 Plaintiff and the aggrieved employees can only take meal periods when their foreman tells
7 them to. As such, if Plaintiff's and the aggrieved employees' time records show late or missed
8 meal periods, this is due to Defendant and/or DOES failing to provide meal periods in
9 accordance with California law.

10 75. Further, Defendant and/or DOES instituted a consistent policy/practice of not providing second
11 meal periods to Plaintiff and all aggrieved employees and/or providing compensation in lieu
12 thereof. Specifically, Plaintiff and the aggrieved employees are required to work shifts greater
13 than ten (10) hours long but never received second meal periods in shifts over ten (10) hours
14 long.

15 76. Defendant's and/or DOES' policies fail to provide meal periods to employees that are at least
16 thirty minutes long. Defendant's and/or DOES' policies also state that employees may be
17 "confined to [the] plant premises" or other worksite during meal periods.

18 77. By failing to provide statutory first and/or second meal periods, and by failing to provide
19 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
20 willfully violated the provisions of the Cal. Lab. Code §§ 226.7 and 512.

21 78. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
22 worked for Defendant and/or DOES in California.

23 79. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
24 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
25 has satisfied all prerequisites to serve as a representative of the general public to enforce
26 California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

27 80. Plaintiff, as a representative of the people of the State of California, will seek all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

- each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.
81. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).
82. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *Cal. Lab. Code* § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to *Cal. Lab. Code* § 558(a).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab. Code §2698 et. seq.).

83. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
84. Industrial Welfare Commission Order No. 16-2001 section 11(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”
85. Defendant and/or DOES failed to provide rest periods to Plaintiff and the aggrieved employees.
86. Defendant and/or DOES have had a consistent policy and/or practice of not providing duty free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major fraction thereof, to Plaintiff and the aggrieved employees.
87. Defendant and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and the aggrieved employees

1 to work through their rest periods to satisfy the demanding workload duties imposed by
2 Defendant and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right
3 to be completely free from employer control under California law.

4 88. Additionally, Defendant and/or DOES have a continuous policy and practice that fails to
5 provide Plaintiff and the aggrieved employees with rest periods at the rate of ten (10) minutes
6 net rest time for every four (4) hours worked, or major fraction thereof.

7 89. Further, when Plaintiff and the aggrieved employees are able to take a rest period, Plaintiff and
8 the aggrieved employees are not relieved of all duties and/or employer control during their rest
9 periods.

10 90. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
11 day by non-exempt employees, and by failing to provide compensation for these unprovided
12 periods, as alleged above, Defendant and/or DOES willfully violated the provisions of Cal.
13 Lab. Code § 226.7 and Industrial Welfare Commission Order No. 16-2001 section 11(A).

14 91. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
15 worked for Defendant and/or DOES in California.

16 92. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
17 periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
18 has satisfied all prerequisites to serve as a representative of the general public to enforce
19 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for
20 violations of Cal. Lab. Code § 226.7.

21 93. Plaintiff, as a representative of the people of the State of California, will seek all penalties
22 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
23 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section
24 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

25 94. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
26 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
27 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
28 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per

1 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
2 95. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
3 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
4 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
5 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
6 pursuant to Cal. Lab. Code § 558(a).

7 **FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
8 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Recovery Periods (Cal.**
9 **Lab. Code § 2698, et. Seq.)**

10 96. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
11 as if fully plead.

12 97. Under *California Code of Regulations*, Title 8, section 3395(d)(1), “[w]hen the outdoor
13 temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and
14 maintain one or more areas with shade at all times while employees are present that are either
15 open to the air or provided with ventilation or cooling.” *Cal. Code of Reg.* Title 8, § 3395(d)(1).

16 98. “Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade
17 when they feel need to do so to protect themselves from overheating.” *Cal. Code of Reg.* Title
18 8, § 3395(d)(3). “Such access to shade shall be permitted at all times.” *Id.*

19 99. Defendant and/or DOES have a consistent policy and/or practice of not providing preventative
20 cool-down rest and recovery periods to Plaintiff and all aggrieved employees and/or providing
21 compensation in lieu thereof. Specifically, Defendant and/or DOES failed to provide Plaintiff
22 and the aggrieved employees with access to shade and preventative cool-down recovery
23 periods when the applicable temperatures were reached.

24 100. By failing to provide recovery periods for every day worked by non-exempt employees in
25 temperatures exceeding 80 degrees Fahrenheit, and by failing to provide compensation for
26 these unprovided periods, as alleged above, Defendant and/or DOES willfully violated the
27 provisions of Cal. Lab. Code § 226.7.

28 101. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who

- 1 worked for Defendant and/or DOES in California.
- 2 102. Plaintiff—a non-exempt employee who was unlawfully deprived of paid recovery periods—is
- 3 an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
- 4 all prerequisites to serve as a representative of the general public to enforce California’s labor
- 5 laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for violations of Cal.
- 6 Lab. Code § 226.7.
- 7 103. Plaintiff, as a representative of the people of the State of California, will seek all penalties
- 8 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
- 9 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section
- 10 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.
- 11 104. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself
- 12 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
- 13 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
- 14 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
- 15 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).
- 16 105. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other aggrieved
- 17 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
- 18 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
- 19 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
- 20 pursuant to Cal. Lab. Code § 558(a).

21 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**

22 **Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination**

23 **and During Employment (Cal. Lab. Code §2698 *et. seq.*).**

- 24 106. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
- 25 as if fully plead.
- 26 107. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay,
- 27 in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left
- 28 Defendant’s and/or DOES’ employ or who were terminated.

1 108. Plaintiff and/or the other aggrieved employees who ended their employment with Defendant
2 and/or DOES during the last year were entitled to be promptly paid all lawful compensation,
3 and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

4 109. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges
5 an employee, the wages earned and unpaid at the time of discharge are due and payable
6 immediately, and if an employee quits his or her employment, his or her wages shall become
7 due and payable no later than seventy-two (72) hours thereafter, unless the employee has given
8 seventy-two (72) hours notice of his or her intention to quit, in which case the employee is
9 entitled to his or her wages at the time of quitting.

10 110. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
11 pay Plaintiff and the other aggrieved employees who are no longer employed by Defendant
12 and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their
13 leaving Defendant's and/or DOES' employ. For example, Plaintiff's employment with
14 Defendant and/or DOES was terminated by him on or about February 14, 2024, but Plaintiff
15 was not provided with his final paycheck by Defendant and/or DOES until a week later.

16 111. Defendant and/or DOES also have a continuous policy of not providing all final wages owed
17 to employees who are fired at the time of termination or who quit at all, let alone within
18 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

19 112. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
20 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
21 a continuous and consistent policy of requiring employees to work before clocking in, after
22 clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for
23 this time. For example, Plaintiff would have to turn on the machine and clean it prior to his
24 scheduled start time and while off the clock. Thus, Plaintiff and the aggrieved employees are
25 owed wages for the unpaid time during which they are subject to Defendant's and/or DOES'
26 control and/or during which they are not free from all work duties.

27 113. Further, Defendant and/or DOES fail to keep accurate records of Plaintiff's and the aggrieved
28 employees' time worked. Defendant and/or DOES do not provide any way for Plaintiff and

1 the aggrieved employees to record their time worked. Rather, Defendant and/or DOES have
2 Plaintiff's and the aggrieved employees' supervisors record employees' time worked. This
3 leads to Plaintiff and the aggrieved employees not being paid for all of the hours that they
4 work.

5 114. Additionally, Plaintiff and the aggrieved employees would have to work through their meal
6 periods but would nonetheless have thirty-minute meal periods recorded for them to create the
7 appearance of lawful meal periods. Thus, Plaintiff and the aggrieved employees are owed
8 wages for meal period time during which they are subject to Defendant's and/or DOES' control
9 and during which they are not free from all work duties.

10 115. Moreover, when Plaintiff and the aggrieved employees did take meal periods they are not
11 relieved of all duties and/or employer control during their unpaid meal periods. Plaintiff and
12 the aggrieved employees are informed and believe and thereon allege that Defendant and/or
13 DOES breached the legal duty to pay for all hours worked by Plaintiff by failing to pay Plaintiff
14 and similarly aggrieved employees for meal period time when Plaintiff and the aggrieved
15 employees were not relieved of all duties and/or employer control.

16 116. Plaintiff and the aggrieved employees are also informed and believe and thereon allege that
17 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay
18 Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved
19 employees were not relieved of all duties and/or employer control.

20 117. Moreover, Plaintiff and the aggrieved employees are informed and believe and thereon allege
21 that Defendant and/or DOES failed to pay all meal and rest period premium wages owed to the
22 aggrieved employees at the time of their termination.

23 118. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no
24 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within
25 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of
26 Cal. Lab. Code §§ 201 and 202.

27 119. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in
28 accordance with sections 201 and 202, the wages of the employee shall continue as a penalty

from the due date thereof at the same rate until paid or until and action is commenced; but the wages shall not continue for more than thirty (30) days.

120. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

121. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages due at termination, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

122. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

123. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

124. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 et. seq.).

125. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 126. Cal. Lab. Code § 226 subdivision (a) requires Defendant and/or DOES to itemize in wage
3 statements all deductions from payment of wages and to accurately report total hours worked
4 by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendant
5 and/or DOES, at the time of each payment of wages, to “furnish each of his or her employees,
6 either as an detachable part of the check, draft, or voucher paying the employee’s wages, or
7 separately when wages are paid by personal check or cash, an accurate itemized statement in
8 writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
9 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
10 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
11 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
12 dates of the period for which the employee is paid, (7) the name of the employee and only the
13 last four digits of his or her social security number or an employee identification number other
14 than the social security number, (8) the name and address of the legal entity that is the
15 employer...(9) all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate and the corresponding number of hours worked at
17 each hourly rate by the employee....”

18 127. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of
19 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day
20 and year, and a copy of the statement and the record of the deductions shall be kept on file by
21 the employer for at least three years at the place of employment or at a central location within
22 the State of California.”

23 128. *California Labor Code* section 246(i) also requires that, “[a]n employer shall provide an
24 employee with written notice that sets forth the amount of paid sick leave available, or paid
25 time off leave an employer provides in lieu of sick leave, for use on either the employee’s
26 itemized wage statement described in Section 226 or in a separate writing provided on the
27 designated pay date with the employee’s payment of wages.”

28 129. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in

1 excess of the normal work period shall be paid no later than the payday for the next regular
2 payroll period.” An employer complies with *California Labor Code* section 226(a) “if hours
3 worked in excess of the normal work period during the current pay period are itemized as
4 corrections on the paystub for the next regular pay period. Any corrections set out in a
5 subsequently issued paystub shall state the inclusive dates of the pay period for which the
6 employer is correcting its initial report of hours worked.”

7 130. Defendant and/or DOES have knowingly and intentionally failed to comply with *California*
8 *Labor Code* section 226(a) by failing to include all of the information required by *California*
9 *Labor Code* section 226(a)(1) through (9) on each and every wage statement provided to
10 Plaintiff and the aggrieved employees.

11 131. In every pay period during the period of the relevant statute of limitations, Defendant and/or
12 DOES knowingly and intentionally did not itemize the pay rate earned by Plaintiff and the
13 aggrieved employees on their wage statements.

14 132. In every pay period during the period of the relevant statute of limitations, Defendant and/or
15 DOES knowingly and intentionally did not itemize the pay period dates on Plaintiff’s and the
16 aggrieved employees’ wage statements.

17 133. In addition, Defendant and/or DOES knowingly and intentionally did not itemize the total
18 hours worked on wage statements as *California Labor Code* section 226, subsection (a),
19 requires. In every pay period during the period of the relevant statute of limitations, Defendant
20 and/or DOES knowingly and intentionally did not include the total hours worked on wage
21 statements. Defendant and/or DOES therefore knowingly and intentionally failed to itemize
22 the total hours worked on Plaintiff’s and the aggrieved employees’ wage statements.

23 134. As outlined above, Defendant and/or DOES have a continuous policy of not paying Plaintiff
24 and the aggrieved employees for all hours worked. Specifically, Defendant and/or DOES have
25 a continuous and consistent policy of requiring employees to work before clocking in, after
26 clocking out, and during meal periods. Plaintiff and the aggrieved employees are not paid for
27 this time. For example, Plaintiff would have to turn on the machine and clean it prior to his
28 scheduled start time and while off the clock. Thus, Plaintiff and the aggrieved employees are

owed wages for the unpaid time during with they are subject to Defendant's and/or DOES' control and/or during which they are not free from all work duties.

135. Further, Defendant and/or DOES fail to keep accurate records of Plaintiff's and the aggrieved employees' time worked. Defendant and/or DOES do not provide any way for Plaintiff and the aggrieved employees to record their time worked. Rather, Defendant and/or DOES have Plaintiff's and the aggrieved employees' supervisors record employees' time worked. This leads to Plaintiff and the aggrieved employees not being paid for all of the hours that they work.

136. Additionally, Plaintiff and the aggrieved employees would have to work through their meal periods but would nonetheless have thirty-minute meal periods recorded for them to create the appearance of lawful meal periods. Thus, Plaintiff and the aggrieved employees are owed wages for meal period time during with they are subject to Defendant's and/or DOES' control and during which they are not free from all work duties.

137. Moreover, when Plaintiff and the aggrieved employees did take meal periods they are not relieved of all duties and/or employer control during their unpaid meal periods. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay for all hours worked by Plaintiff by failing to pay Plaintiff and similarly aggrieved employees for meal period time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control.

138. Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by failing to pay Plaintiff and similarly aggrieved employees for time when Plaintiff and the aggrieved employees were not relieved of all duties and/or employer control.

139. In addition, Defendant and/or DOES failed to pay all meal and rest period premiums owed to Plaintiff and the aggrieved employees for Defendant's and/or DOES' failure to provide lawful meal and rest periods.

140. Defendant and/or DOES also failed to itemize the amount of sick leave available for use on Plaintiff's and the aggrieved employees' wage statements in violation of *California*

1 *Labor Code* section 246(i).

2 141. Throughout the statutory period, because of the knowing and intentional failure by Defendant
3 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the
4 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours
5 worked and have, therefore, not received full compensation.

6 142. Further, in addition to any penalties levied upon Defendant and/or DOES for its failure to
7 comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Plaintiff and the
8 aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses
9 additional penalties for the failure to keep the records required in subdivision (a) of Section
10 226. *Labor Code* section 226 subdivision (a) requires Defendant and/or DOES to maintain
11 records that "accurately shows all of the information required by this subdivision." Defendant
12 and/or DOES have violated their statutory duty to maintain records for Plaintiff and the
13 aggrieved employees that contain all of the information under *Labor Code* section 226(a)(1)
14 through (9).

15 143. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
16 worked for Defendant and/or DOES in California.

17 144. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to provide accurate
18 and itemized wage statements, is an aggrieved employee with standing to bring an action under
19 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
20 to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
21 2699.5.

22 145. Plaintiff, as a representative of the people of the State of California, will seek all penalties
23 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
24 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section
25 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174,
26 1199.

27 146. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
28 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred

dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

147. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Adopt a Compliant Sick Pay/Paid Time Off Policy (California Labor Code §2698 et. seq.)

148. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

149. Section 246(a)(1) of the California Labor Code states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

150. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

151. Section 233(c) of the California Labor Code states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

152. Section 233(d) of the California Labor Code provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

1 153. Section 234 of the California Labor Code further forbids employers from adopting an “absence
2 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead
3 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
4 233. An employee working under this policy is entitled to appropriate legal and equitable relief
5 pursuant to Section 233.”

6 154. Defendant and/or DOES operate under an absence control policy that counts sick leave taken
7 pursuant to Section 233. Thus, Defendant’s and/or DOES’ sick pay policy punishes employees
8 for use of protected and appropriate sick leave. Defendant and/or DOES further failed to
9 provide paid sick days for all hours worked in compliance with these sections.

10 155. In addition, Defendant and/or DOES do not provide employees with written notice that sets
11 forth the amount of sick leave available for use, either in employees’ itemized wage statements
12 or in a separate writing provided to employees on the designated pay date.

13 156. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who
14 worked for Defendant and/or DOES in California.

15 157. Plaintiff, as a non-exempt employee subject to Defendant’s and/or DOES’ unlawful sick pay
16 policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
17 has satisfied all prerequisites to serve as a representative of the general public to enforce
18 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for
19 violations of Cal. Lab. Code §§ 233, 234, and 246.

20 158. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
21 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
22 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
23 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
24 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

25 159. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
26 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
27 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
28 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages

1 pursuant to Cal. Lab. Code § 558(a).

2 **V. PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
4 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- 5 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
- 6 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for
7 failure to provide compliant meal periods;
- 8 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
9 for each pay period during which an employee was underpaid due to failure to provide paid
10 meal periods;
- 11 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
12 for failure to provide all rest periods;
- 13 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
14 for each pay period during which an employee was underpaid due to failure to provide paid
15 rest periods;
- 16 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
17 for failure to provide recovery periods;
- 18 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
19 for failure to timely pay wages at separation;
- 20 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
21 for failure to provide compensation at the regular, overtime, and double time rate for all time
22 worked;
- 23 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
24 for failure to provide compensation at the minimum wage;
- 25 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
26 for failure to provide accurate, itemized wage statements;
- 27 K. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
28 for failure to adopt a sick pay policy compliant with California law; and

1 L. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

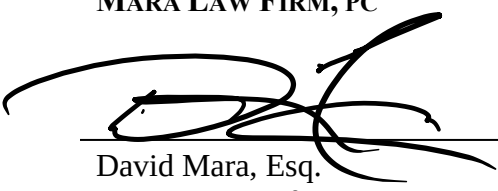
2 **DEMAND FOR JURY TRIAL**

3 Plaintiff demands a jury trial.

4 **MARA LAW FIRM, PC**

5
6 Date: July 15, 2024

Signed:


David Mara, Esq.
Matthew Crawford, Esq.
Attorneys for Plaintiff VICENTE LOPEZ-
GOMEZ, on behalf of himself and all others
similarly situated, and on behalf of the general
public