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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ROMEO RAMIREZ, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

SAHARA CONSTRUCTION CO., INC., a
California corporation; PHILLIP H. ALBERT,
an individual; PAUL T. VENTURA, an
individual; and DOES 1 through 50 inclusive

Defendants.

Case No. **24STCV19210**

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

- 1. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 1194, 1194.2, &
1198);**
- 2. FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11160);**
- 3. FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11160);**
- 4. FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11160);**
- 5. FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS AND MAINTAIN
ACCURATE PAYROLL
RECORDS (Lab. Code, §§ 226,
subd. (a), 1174, subd. (d), & 1198);**
- 6. FAILURE TO REIMBURSE**

- 1 BUSINESS EXPENSES (Lab.
2 Code, §§ 2800 & 2802);
3 7. FAILURE TO PAY WAGES
4 UPON TERMINATION OF
5 EMPLOYMENT (Lab. Code, §
6 203);
7 8. VIOLATION OF LABOR CODE
8 SECTION 558;
9 9. UNFAIR COMPETITION (Bus. &
10 Prof. Code, §§ 17200 et seq.); and,
11 10. CIVIL PENALTIES FOR
12 VIOLATIONS OF THE
13 CALIFORNIA LABOR CODE,
14 PURSUANT TO THE PRIVATE
15 ATTORNEYS GENERAL ACT
16 (Lab. Code, §§ 2698, et seq.)

17 **DEMAND FOR A JURY TRIAL**

18 All allegations in this Complaint are based upon information and belief except for
19 those allegations which pertain to the named Plaintiff and his counsel. Each allegation has
20 evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity
21 for further investigation and discovery.

22 **I.**

23 **JURISDICTION AND VENUE**

24 1. The Court has jurisdiction over this Complaint under Code of Civil
25 Procedure section 410.10. Plaintiff brings this complaint on his own behalf, on behalf of all
26 aggrieved employees, and the State of California.

27 2. Venue is proper in the court under Code of Civil Procedure sections 395 and
28 395.5 because the claims made, and the Labor Code violations as against the persons
identified herein, occurred in the County of Los Angeles. Further, each of the Defendants
operated their businesses in the County of Los Angeles

3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved
employees to sue directly as the proxy of the State of California for civil penalties for
violations of various provisions in the California Labor Code.

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II.

THE PARTIES

PLAINTIFF

4. ROMEO RAMIREZ (referred to as “PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by SAHARA CONSTRUCTION CO., INC., a California corporation; PHILLIP H. ALBERT, an individual; PAUL T. VENTURA, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about January 2021, to on or about April 5, 2024, as a laborer;
- (c) Was not properly paid overtime wages for hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal-period premiums;
- (f) Did not receive compliant rest periods or rest-period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Was not reimbursed for business expenses incurred in his course and scope of employment;
- (i) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that SAHARA CONSTRUCTION CO., INC., is, and at all times mentioned was:

- (a) An California corporation authorized to conduct business, and actually conducting business, in Los Angeles County, California;

- 1 (b) The owner and operator of a construction company, with a
2 headquarters at 8523 Lankershim Blvd., Sun Valley, CA 91352;
- 3 (c) Along with PHILLIP H. ALBERT, PAUL T. VENTURA, and DOES
4 1 through 50, inclusive, was the former joint employer of
5 PLAINTIFF, and all aggrieved employees, as SAHARA
6 CONSTRUCTION CO., INC, PHILLIP H. ALBERT, PAUL T.
7 VENTURA, and DOES 1 through 50 controlled PLAINTIFF's, and
8 all aggrieved employees' wages, hours, working conditions, and how
9 PLAINTIFF, and all aggrieved employees were paid;
- 10 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for
11 overtime wages, for minimum wages, for missed meal periods, for
12 missed rest periods, failed to provide PLAINTIFF and all aggrieved
13 employees with accurate itemized wage statements, failed to provide
14 PLAINTIFF with business expense reimbursements, and failed to pay
15 PLAINTIFF and all aggrieved employees for wages due upon
16 termination. Each of these transgressions violated the CAL. LAB.
17 CODE.

18 6. PLAINTIFF is informed and believes, and based upon that information and
19 belief alleges, that PHILLIP H. ALBERT, is, and at all times mentioned was:

- 20 (a) An individual who does business in Los Angeles County, California;
- 21 (b) An owner and operator of SAHARA CONSTRUCTION CO., INC.;
- 22 (c) Along with SAHARA CONSTRUCTION CO., INC., PAUL T.
23 VENTURA, and DOES 1 through 50, inclusive, was the former joint
24 employer of PLAINTIFF, and all aggrieved employees, as SAHARA
25 CONSTRUCTION CO., INC., PHILLIP H. ALBERT, PAUL T.
26 VENTURA, and DOES 1 through 50 controlled PLAINTIFF's, and
27 all aggrieved employees' wages, hours, working conditions, and how
28 PLAINTIFF, and all aggrieved employees were paid;

1 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for
2 overtime wages, for minimum wages, for missed meal periods, for
3 missed rest periods, failed to provide PLAINTIFF and all aggrieved
4 employees with accurate itemized wage statements, failed to provide
5 PLAINTIFF with business expense reimbursements, and failed to pay
6 PLAINTIFF and all aggrieved employees for wages due upon
7 termination. Each of these transgressions violated the CAL. LAB.
8 CODE.

9 7. PLAINTIFF is informed and believes, and based upon that information and
10 belief alleges, that PAUL T. VENTURA, is, and at all times mentioned was:

- 11 (a) An individual who does business in Los Angeles County, California;
12 (b) An owner and operator of SAHARA CONSTRUCTION CO., INC.;
13 (c) Along with SAHARA CONSTRUCTION CO., INC., PHILLIP H.
14 ALBERT, and DOES 1 through 50, inclusive, was the former joint
15 employer of PLAINTIFF, and all aggrieved employees, as SAHARA
16 CONSTRUCTION CO., INC., PHILLIP H. ALBERT, PAUL T.
17 VENTURA, and DOES 1 through 50 controlled PLAINTIFF's, and all
18 aggrieved employees' wages, hours, working conditions, and how
19 PLAINTIFF, and all aggrieved employees were paid;
20 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees for
21 overtime wages, for minimum wages, for missed meal periods, for
22 missed rest periods, failed to provide PLAINTIFF and all aggrieved
23 employees with accurate itemized wage statements, failed to provide
24 PLAINTIFF with business expense reimbursements, and failed to pay
25 PLAINTIFF and all aggrieved employees for wages due upon
26 termination. Each of these transgressions violated the CAL. LAB. CODE.

27 8. SAHARA CONSTRUCTION CO., INC., PHILLIP H. ALBERT, PAUL T.
28 VENTURA, and DOES 1 through 50 are collectively referred to as "DEFENDANTS"

1 throughout this Complaint.

2 9. The true names and capacities, whether individual, corporate, subsidiary,
3 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
4 unknown to the PLAINTIFF, who therefore sue these Defendants by those fictitious names
5 under CAL. CIV. PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to
6 allege the true names and capacities of DOES 1 through 50, inclusive, when they are
7 ascertained.

8 10. PLAINTIFF is informed and believes, and based upon that information and
9 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
10 which reside in, or are otherwise doing business in the State of California. Each of the
11 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
12 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
13 the other Defendants named herein, and acted with permission, authorization and/or
14 ratification and consent of other Defendants.

15 11. PLAINTIFF is informed and believes, and based upon that information and
16 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
17 inclusive, are responsible in some manner for one or more of the events and happenings
18 that proximately caused the injuries and damages hereinafter alleged.

19 12. PLAINTIFF is informed and believes, and based upon that information and
20 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
21 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
22 employees of each of the other Defendants, and that each Defendant was acting within the
23 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
24 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
25 PLAINTIFF, and all aggrieved employees for their damages sustained as a proximate result
26 of Defendants' conduct.

27 13. PLAINTIFF is informed and believes, and based upon that information and
28 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,

1 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
2 themselves and entered into a combination and systemized campaign of activity to *inter*
3 *alia* damage PLAINTIFF, and all aggrieved employees and to otherwise consciously and/or
4 recklessly act in derogation of PLAINTIFF's, and all aggrieved employees' rights, and the
5 trust reposed by PLAINTIFF, and all aggrieved employees in each of the Defendants, the
6 acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
7 concerted actions, were such that, to PLAINTIFF's information and belief, and to all
8 appearances, Defendants represented a unified body so that the actions of one Defendant
9 were accomplished in concert with, and with the knowledge, ratification, authorization and
10 approval of each of the other Defendants.

11 **ALTER-EGO ALLEGATIONS**

12 14. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that:

14 (a) SAHARA CONSTRUCTION CO., INC., and DOES 1 through 50, are, and at
15 all relevant times were, mere shells without capital, assets, stock or stockholders;

16 (b) Defendants SAHARA CONSTRUCTION CO., INC., and DOES 1 through
17 50 are, and at all relevant times were, the alter ego of Defendants PHILLIP H. ALBERT,
18 PAUL T. VENTURA, and DOES 1 through 50, inclusive, and each of them, who were the
19 controlling shareholders, officers, and directors of SAHARA CONSTRUCTION CO., INC.,
20 and DOES 1 through 50;

21 (c) There is, and at all relevant times was, a unity of interest and/or ownership
22 between all of these Defendants so that any individuality or separateness between them has
23 ceased to exist in that SAHARA CONSTRUCTION CO., INC., and DOES 1 through 50,
24 inclusive were and are under their control and domination; and

25 (d) SAHARA CONSTRUCTION CO., INC., and DOES 1 through 50, inclusive
26 are, and at all relevant times were, completely controlled, dominated, managed and
27 operated by PHILLIP H. ALBERT, PAUL T. ALBERT, and Defendants DOES 1 through
28 50, inclusive, and each of them, so that SAHARA CONSTRUCTION CO., INC., and

DOES 1 through 50 were mere shells, instrumentalities, and/or conduits through which each of these Defendants conducted some or all of their/its business. Adherence to the fiction of the separate existence of SAHARA CONSTRUCTION CO., INC., and DOES 1 through 50, inclusive as entities distinct from PHILLIP H. ALBERT, PAUL T. ALBERT, Defendants DOES 1 through 50, inclusive, or any of them, would permit an abuse of the corporate privilege and sanction fraud or promote injustice in that, among other things, it would enable each of these Defendants to avoid liability and to defraud his, her, or its creditors, the effect of which would be to render each Defendant financially unable to respond to a monetary judgment awarded against each or any of them in the action.

15. PLAINTIFF and all persons employed by DEFENDANTS in California who received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

III.

PAGA REPRESENTATIVE ALLEGATIONS

16. At all times herein set forth, PAGA provides that any provision of law under the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and collected by the LWDA for violations of the Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on behalf of themselves and other current or former employees pursuant to procedures outlined in Labor Code section 2699.3.

17. PAGA defines an “aggrieved employee” in Labor Code section 2699, subdivision (c) as “any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.”

18. PLAINTIFF and other current and former employees of DEFENDANTS are “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they are all Defendants’ current or former employees and one or more of the alleged violations were committed against them.

1 19. On May 23, 2024, PLAINTIFF provided written notice by online filing to the
2 LWDA, by Certified Mail to DEFENDANTS of the specific provisions of the California
3 Labor Code alleged to have been violated, including facts and theories to support the
4 alleged violations, in accordance with Labor Code section 2699.3. PLAINTIFF's notice
5 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
6 PAGA Administrator confirmed receipt of Plaintiff's notice and assigned Plaintiff PAGA
7 Case Number LWDA-CM-1030113-24.

8 20. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
9 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties
10 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
11 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the
12 CALIFORNIA CODE OF REGULATIONS; and the applicable Industrial Wage Order No. 16-2001
13 (as amended).

14 21. Labor Code section 558, subdivision (a) provides, "Any employer or other
15 person acting on behalf of an employer who violates, or causes to be violated, a section of
16 this chapter or any provision regulating hours and days of work in any order of the
17 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
18 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
19 which the employee was underpaid....(2) For each subsequent violation, one hundred
20 dollars (\$100) for each underpaid employee for each pay period for which the employee
21 was underpaid...." Labor Code section 558, subdivision (d) provides, "The civil penalties
22 provided for in this section are in addition to any other civil or criminal penalty provided
23 by law."

24 22. DEFENDANTS, at all times relevant to this complaint, were employers or
25 persons acting on behalf of an employer(s) who violated PLAINTIFF's and other aggrieved
26 employees' rights by violating various sections of the Labor Code as set forth above.

27 23. As set forth below, DEFENDANTS have violated numerous provisions of
28 both the Labor Code sections regulating hours and days of work as well as the applicable

1 IWC Wage Order.

2 24. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision
3 (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF,
4 acting in the public interest as a private attorney general, seeks assessment and collection
5 of civil penalties for herself, all other aggrieved employees, and the State of California
6 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
7 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the
8 CALIFORNIA CODE OF REGULATIONS; and the applicable Industrial Wage Order No. 16-2001
9 (as amended).

10 **IV.**

11 **THE CONDUCT**

12 25. DEFENDANTS own and operate a construction company, with a
13 headquarters at 8523 Lankershim Blvd., Sun Valley, CA 91352.

14 26. DEFENDANTS' business requires the use of "non-exempt" employees as
15 defined by the California Labor Code and IWC Wage Order No. 16-2001 (as amended),
16 including but not limited to laborers.

17 27. DEFENDANTS jointly employed PLAINTIFF from on or about January 2021 to
18 on or about April 5, 2024. PLAINTIFF's duties for DEFENDANTS included, without
19 limitation, general labor performing concrete work, within California, for DEFENDANTS.

20 28. DEFENDANTS typically employed PLAINTIFF on Mondays through Fridays.
21 DEFENDANTS would employ PLAINTIFF beginning at approximately 6:30 a.m. in the
22 morning, each day, and would continue to employ PLAINTIFF until approximately 2:30 p.m.
23 to 3:00 p.m. in the afternoon. At least once per week, DEFENDANTS would require that
24 PLAINTIFF work approximately two to three hours after his regularly scheduled shifts.
25 DEFENDANTS would then shorten PLAINTIFFS shift the following day by approximately
26 the same number of hours and would not pay PLAINTIFF at an overtime rate for all hours
27 worked after his regularly scheduled shifts.
28

1 29. At the time of DEFENDANTS' termination of PLAINTIFF's employment, he
2 earned approximately \$24.00 per hour.

3 30. During PLAINTIFF's, and all aggrieved employees' employment,
4 DEFENDANTS exercised complete and unfettered control over PLAINTIFF's, and all
5 aggrieved employees' work schedules; their hours worked; their rate of pay and method of
6 payment; dictated how PLAINTIFF, and all aggrieved employees would actually perform their
7 job duties; and dictated when PLAINTIFF, and all aggrieved employees could or could not
8 take lunch or rest breaks. PLAINTIFF, and all aggrieved employees could not exercise
9 discretion and independent judgment in performing their tasks. PLAINTIFF, and all aggrieved
10 employees had to obtain approval on all actions they took on their jobs. Additionally,
11 DEFENDANTS did not pay PLAINTIFF, and all aggrieved employees salaries twice the state
12 minimum wage for full-time employment. CAL. CODE REGS. § 11160, including the applicable
13 California Wage Order apply to PLAINTIFF, and all aggrieved employees. PLAINTIFF, and
14 all aggrieved employees were not exempt employees or independent contractors.

15 31. During PLAINTIFF's, and all aggrieved employees employment,
16 DEFENDANTS failed to properly pay PLAINTIFF, and all aggrieved employees for overtime
17 hours worked.

18 32. CAL. LAB. CODE § 510 provides that employees in California shall not be
19 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
20 additional compensation beyond their regular wages in amounts specified by law.

21 33. CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
22 employers to pay employees the minimum wage fixed by the California Industrial Welfare
23 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

24 34. During PLAINTIFF's, and all aggrieved employees' employment,
25 DEFENDANTS failed to properly pay PLAINTIFF, and aggrieved employees minimum wages
26 for all hours worked.

27 35. Approximately once per month, DEFENDANTS failed to permit PLAINTIFF,
28 and all aggrieved employees to take code-complaint meal periods.

1 36. DEFENDANTS occasionally failed to provide PLAINTIFF, and all aggrieved
2 employees with code-compliant thirty (30) minute meal periods during shifts in excess of five
3 (5) hours, and a second meal period of at least thirty (30) minutes during shifts in excess of ten
4 (10) hours. When meal periods were provided, they were shorter in duration than 30 minutes or
5 were interrupted. DEFENDANTS effectively maintained control over PLAINTIFF, and all
6 aggrieved employees during the meal periods that were provided. On each day where a code-
7 compliant thirty (30) minute meal period was not provided to PLAINTIFF, and all aggrieved
8 employees, DEFENDANTS failed to pay PLAINTIFF, and all aggrieved employees one
9 additional hour of pay at their regular rates of pay.

10 37. DEFENDANTS routinely refused to allow PLAINTIFF, and all aggrieved
11 employees to take code-complaint rest periods.

12 38. DEFENDANTS did not provide PLAINTIFF, and all aggrieved employees with
13 a code compliant 10-minute net rest period for every four (4) hours or major fraction thereof
14 worked. Where rest periods were provided, they were shorter in duration than 10 minutes, were
15 interrupted, or were not provided every four (4) hours or major fraction thereof worked.
16 DEFENDANTS effectively maintained control over PLAINTIFF, and all aggrieved employees
17 during rest periods that were provided. On each day when code-compliant ten (10) minute rest
18 periods were not provided to PLAINTIFF, and all aggrieved employees, DEFENDANTS failed
19 to pay PLAINTIFF, and all aggrieved employees one additional hour of pay at their regular
20 rates of pay.

21 39. Under California law, an employee who works more than 4 hours or major
22 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who works
23 more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal
24 period of at least 30 minutes if he or she works more than 10 hours in a workday. (CAL. LAB.
25 CODE § 512(a).) An employer that fails to provide a rest or meal period that satisfies the
26 requirements of the applicable IWC Wage Order 16-2001 (as amended) must pay a premium to
27 the employee of one additional hour of pay at the employee's regular rate for each day that a
28 meal or rest period was not provided. (CAL. LAB. CODE § 226.7(b).)

1 40. The wage statements that DEFENDANTS did provide to PLAINTIFF and other
2 aggrieved employees did not conform with CAL. LAB. CODE § 226 as those wage statements
3 failed to accurately reflect PLAINTIFF's, and other aggrieved employees' hours worked,
4 including overtime wages, minimum wages, missed meal periods, and rest periods, and failed
5 to state the correct rate of pay.

6 41. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
7 for all necessary expenditures incurred in their course and scope of employment, including
8 but not limited to various tools for performing concrete work such as measuring tapes,
9 levels, squares, torpedoes, cutters, pointers, and belts. DEFENDANTS also failed to
10 reimburse PLAINTIFF and other aggrieved employees for personal vehicle usage. At least
11 once per week, DEFENDANTS required PLAINTIFF to use his personal vehicle to travel
12 to a building supplies shop or his supervisor's residences to pick up supplies and materials.

13 42. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
14 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
15 having a written contract for a definite period is terminated, his or her wages become
16 immediately due and payable. CAL. LAB. CODE § 203(a) provides, "If an employer willfully
17 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any
18 wages of an employee who is discharged or who quits, the wages of the employee shall
19 continue as a penalty from the due date thereof at the same rate until paid or until an action
20 therefore is commenced; but the wages shall not continue for more than 30 days."

21 43. DEFENDANTS completely failed to provide PLAINTIFF with any payment
22 for his last two weeks worked.

23 44. As a result, under CAL. LAB. CODE § 203, PLAINTIFF, and all aggrieved
24 employees are entitled to one day's wages for each day they were not timely paid all wages
25 due, up to a maximum of 30 days' wages. Additionally, because DEFENDANTS failed to pay
26 overtime wages, minimum wages, meal period wages, and rest period wages to PLAINTIFF,
27 and all aggrieved employees, each of these individuals whose employment has been terminated
28 during the applicable statutory period, including PLAINTIFF, are entitled to 30 days' wages.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
DAMAGES

(Lab. Code, §§ 510, 1194, 1194.2 & 1198)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

45. PLAINTIFF repeats and re-alleges paragraphs 1 through 44, inclusive, of this Complaint and they are incorporated herein by this reference.

46. Under the applicable IWC Wage Order 16-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF.

47. Labor Code section 510 provides that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

48. California Code of Regulations, title 8, section 11160, subdivision (3)(A)(1) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

49. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

50. Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

51. Labor Code section 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

52. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a

workday, and/or 40 hours in a workweek, as an employee of DEFENDANTS.

53. At all times relevant hereto, DEFENDANTS failed to pay overtime compensation to PLAINTIFF for the hours he worked in excess of the maximum hours permissible by law as required by Labor Code sections 510, 1194, and 1198.

54. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the intent of depriving him of property and legal rights and otherwise causing him injury. By virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has suffered, and will continue to suffer, damages in the amounts which are presently unknown to him, but which exceed the jurisdictional limits of the court, and which will be ascertained according to proof at trial.

55. PLAINTIFF seeks to recover overtime wages according to proof, interest, as well as the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES
(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11160)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

56. PLAINTIFF repeats and re-alleges paragraphs 1 through 55, inclusive, of this Complaint and they are incorporated herein by this reference.

57. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

58. Compensable work time is defined in Industrial Wage Order No. 16 as "the time during which an employee is subject to the control of an employer, and includes all

1 the time the employee is suffered or permitted to work, whether or not required to do so.”
2 (Cal. Code Regs., tit. 8, § 11160, subd. (2)(J) [defining “Hours Worked”].)

3 59. Labor Code section 1194 establishes an employee’s right to recover unpaid
4 wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

5 60. Labor Code section 1194.2 establishes an employee’s right to recover
6 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
7 in an action for payment of a wage less than the minimum wage fixed by the Industrial
8 Welfare Commission or by statute.

9 61. At all times relevant hereto, PLAINTIFF did not reside at the place of
10 employment.

11 62. DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at
12 the legal minimum wage.

13 63. DEFENDANTS acted intentionally, oppressively, and maliciously toward
14 PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the
15 intent of depriving him of property and legal rights and otherwise causing him injury. By
16 virtue of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFF has suffered, and
17 will continue to suffer damages in an amount that is presently unknown to him, but which
18 exceeds the jurisdictional limits of the court, and which will be ascertained according to
19 proof at trial.

20 64. PLAINTIFF seeks to recover minimum wages according to proof, interest,
21 and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
22 provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover
23 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys’
24 fees and costs.

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(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

70. DEFENDANTS intentionally and improperly denied meal periods to PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of

1 Regulations, title 8, section 11160, subdivision (10)(A) and other regulations and statutes.

2 71. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
3 PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that
4 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
5 court, and which will be ascertained according to proof at trial.

6 72. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
8 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
9 toward PLAINTIFF with a conscious disregard of his rights, or the consequences to
10 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and
11 otherwise causing PLAINTIFF injury.

12 73. PLAINTIFF seeks to recover meal-period compensation according to proof,
13 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
14 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs/

15 **FOURTH CAUSE OF ACTION**

16 **FOR FAILURE TO PROVIDE REST PERIODS**

17 **(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11160)**

18 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

19 74. PLAINTIFF repeats and re-alleges paragraphs 1 through 73, inclusive, of this
20 Complaint and they are incorporated herein by this reference.

21 75. Labor Code section 226.7 and California Code of Regulations, title 8, section
22 11160, subdivision (11)(A) provide that employers shall authorize and permit all employees
23 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction
24 thereof, of work.

25 76. Labor Code section 226.7 and California Code of Regulations, title 8, section
26 11160, subdivision (11)(D) provide that if an employer fails to provide an employee with
27 rest periods in accordance with those statutes, the employer shall pay the employee one
28 hour of pay at the employee's regular rate of compensation for each workday that the rest

1 period was not provided.

2 77. The Wage Order provides a separate remedy for violations of meal-period
3 requirements and violations of rest-period requirements and section 226.7 allows recovery
4 of up to two premium payments per workday – one for each type of violation. (*United*
5 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

6 78. At all times relevant, PLAINTIFF worked more than four hours in a workday
7 for DEFENDANTS.

8 79. At all times relevant, DEFENDANT failed to provide rest periods to
9 PLAINTIFF as required by Labor Code section 226.7 and California Code of Regulations,
10 title 8, section 11160, subdivision (11).

11 80. DEFENDANTS did not provide PLAINTIFF with a 10-minute net rest period
12 for every 4 hours or major fraction thereof worked. Where rest periods were provided, they
13 were shorter in duration than 10 minutes, were interrupted, or were not provided every 4
14 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
15 over PLAINTIFF during rest periods that were provided. On each day where compliant 10-
16 minute rest periods were not provided to PLAINTIFF, DEFENDANTS failed to pay
17 PLAINTIFF one additional hour of pay at his regular rate of pay.

18 81. DEFENDANTS have intentionally and improperly denied rest periods to
19 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of
20 Regulations, title 8, section 11160, subdivision (11).

21 82. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
22 the PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts
23 that are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
24 court, and which will be ascertained according to proof at trial.

25 83. PLAINTIFF is informed and believes, and based upon that information and
26 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was
27 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS
28 acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious

1 disregard of his rights or the consequences to PLAINTIFF, with the intent of depriving
2 PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

3 84. PLAINTIFF seeks to recover rest-period compensation according to proof,
4 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
5 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

6 **FIFTH CAUSE OF ACTION**
7 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
8 **MAINTAIN ACCURATE PAYROLL RECORDS**

9 **(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)**

10 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

11 85. PLAINTIFF repeats and re-alleges paragraphs 1 through 84, inclusive, of this
12 Complaint and they are incorporated herein by this reference.

13 86. Labor Code section 226, subdivision (a) requires employers to provide non-
14 exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs").
15 Specifically, the statute provides:

16 Every employer shall, semimonthly or at the time of each payment of wages,
17 furnish each of his or her employees, either as a detachable part of the check,
18 draft, or voucher paying the employee's wages, or separately when wages are
19 paid by personal check or cash, an accurate itemized statement in writing
20 showing (1) gross wages earned, (2) total hours worked by the employee,
21 except for any employee whose compensation is solely based on a salary and
22 who is exempt from payment of overtime under subdivision (a) of Section
23 515 or any applicable order of the Industrial Welfare Commission, (3)) the
24 number of piece-rate units earned and any applicable piece rate if the
25 employee is paid on a piece-rate basis, (4) all deductions, provided that all
26 deductions made on written orders of the employee may be aggregated and
27 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
28 for which the employee is paid, (7) the name of the employee and only the
last four digits of his or her social security number or an employee
identification number other than a social security number, (8) the name and
address of the legal entity that is the employer and, if the employer is a farm
labor contractor, as defined in subdivision (b) of Section 1682, the name and
address of the legal entity that secured the services of the employer, and (9)
all applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee
and, beginning July 1, 2013, if the employer is a temporary services

1 employer as defined in Section 201.3, the rate of pay and total hours worked
2 for each temporary services assignment.

3 87. Labor Code section 226, subdivision (e) provides that for each violation of
4 subdivision (a), an employee is entitled to recover the greater of all actual damages or
5 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
6 and \$100 for each subsequent violation, up to a maximum of \$4,000.

7 88. Labor Code section 1174, subdivision (d) provides, "Every person employing
8 labor in this state shall...[k]eep, at a central location in the state or at the plants or
9 establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and
11 any applicable piece rate paid to, employees employed at the respective plants or
12 establishments. These records shall be kept in accordance with rules established for this
13 purpose by the commission, but in any case shall be kept on file for not less
14 than three years."

15 89. Labor Code section 1174.5 provides that employers are subject to a \$500
16 civil penalty if they fail to maintain accurate and complete records as required by section
17 1174, subdivision (d).

18 90. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the
19 payment of wages, itemized wage statements in conformity with Labor Code section 226.
20 The wage statements failed to accurately reflect PLAINTIFFS' hours worked, including
21 overtime wages, minimum wages, missed meal periods, missed rest periods, and failed to
22 state the correct rate of pay.

23 91. PLAINTIFF was damaged by these failures because, among other things, the
24 failures led PLAINTIFF to believe that he was not entitled to be paid for all hours worked
25 even though he was so entitled, and because these failures hindered PLAINTIFF from
26 determining the amounts of wages owed to him.

27 92. PLAINTIFF is also informed and believes, and based upon that information
28 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records

1 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
2 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF's missed
3 meal periods and rest periods.

4 93. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
5 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

6 **SIXTH CAUSE OF ACTION**
7 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**
8 **(Lab. Code, §§ 2800 & 2802)**

9 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

10 94. PLAINTIFF repeats and re-alleges paragraphs 1 through 93, inclusive, of this
11 Complaint and they are incorporated herein by this reference.

12 95. Labor Code sections 2800 and 2802 provide that an employer must reimburse
13 employees for all necessary expenditures incurred in an employee's course and scope of
14 employment.

15 96. PLAINTIFF incurred necessary business-related expenses and costs that were
16 not fully reimbursed by DEFENDANTS.

17 97. Necessary unreimbursed business-related expenses included, but were not
18 limited to, various tools for performing concrete work such as measuring tapes, levels,
19 squares, torpedoes, cutters, pointers, and belts. DEFENDANTS also failed to reimburse
20 PLAINTIFF and other aggrieved employees for personal vehicle usage. At least once per
21 week, DEFENDANTS required PLAINTIFF to use his personal vehicle to travel to a
22 building supplies shop or his supervisor's residences to pick up supplies and materials.

23 98. DEFENDANTS intentionally and willfully failed to fully reimburse
24 PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code
25 sections 2800 and 2802.

26 99. Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover his
27 business-related expenses incurred during the course and scope of his employment with
28 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'

1 fees and costs.

2 **SEVENTH CAUSE OF ACTION**
3 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

4 **(Lab. Code, § 203)**

5 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

6 100. PLAINTIFF repeats and re-alleges paragraphs 1 through 99, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 101. Labor Code section 201, subdivision (a) provides that a discharged
9 employee's unpaid wages are due and payable immediately.

10 102. Labor Code section 203, subdivision (a) provides, "If an employer willfully
11 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
12 any wages of an employee who is discharged or who quits, the wages of the employee shall
13 continue as a penalty from the due date thereof at the same rate until paid or until an action
14 therefore is commenced; but the wages shall not continue for more than 30 days."

15 103. DEFENDANTS discharged PLAINTIFF from his employment within the
16 applicable statute of limitations.

17 104. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to him—
18 without abatement or reduction.

19 105. Under Labor Code section 203, PLAINTIFF is entitled to one day's wages
20 for each day he was not timely paid all wages due, up to a maximum of 30 days' wages.

21 106. DEFENDANTS completely failed to provide PLAINTIFF with any payment
22 for his last two weeks worked.

23 107. Additionally, because DEFENDANTS failed to pay overtime wages,
24 minimum wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF
25 seeks to recover 30 days' wages and applicable penalties.

26 108. PLAINTIFF also seeks reasonable attorneys' fees and costs.

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1 **EIGHTH CAUSE OF ACTION**
2 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

3 **(Lab. Code, § 558)**

4 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

5 109. PLAINTIFF re-alleges paragraphs 1 through 108, inclusive, of this
6 Complaint and they are incorporated herein by this reference.

7 110. Labor Code section 558, subdivision (a) provides, “Any employer or other
8 person acting on behalf of an employer who violates, or causes to be violated, a section of
9 this chapter or any provision regulating hours and days of work in any order of the
10 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
11 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
12 which the employee was underpaid in addition to an amount sufficient to recover underpaid
13 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
14 employee for each pay period for which the employee was underpaid in addition to an
15 amount sufficient to recover underpaid wages.” Section 558, subdivision (d) provides, “The
16 civil penalties provided for in this section are in addition to any other civil or criminal
17 penalty provided by law.”

18 111. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by
19 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in
20 Labor Code section 558, and reasonable attorneys’ fees and costs.

21 **NINTH CAUSE OF ACTION**

22 **FOR UNFAIR COMPETITION**

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

24 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

25 112. PLAINTIFF repeats and re-alleges paragraphs 1 through 111, inclusive, of
26 this Complaint and they are incorporated herein by this reference.

27 113. Each of the DEFENDANTS are a “person” as that term is defined under
28 Business and Professions Code section 17021.

1 114. Business and Professions Code section 17200 defines unfair competition as
2 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
3 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
4 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, failing
5 to pay minimum wages to PLAINTIFF, failing to provide compliant meal periods to
6 PLAINTIFF, failing to provide compliant rest periods to PLAINTIFF, failing to provide
7 accurate wage statements to PLAINTIFF, failing to provide reimbursement of necessary
8 business expenses to PLAINTIFF, and failing to provide wages due upon termination of
9 employment to PLAINTIFF, under the applicable Labor Code and Industrial Welfare
10 Commission requirements in violation of Business and Professions Code section 17200 *et*
11 *seq.*, and have thereby deprived PLAINTIFF of fundamental rights and privileges.

12 115. By and through the unfair and unlawful business practices described herein,
13 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
14 and have deprived him of valuable rights and benefits guaranteed by law, all to the
15 detriment of PLAINTIFF.

16 116. All the acts described herein are violations of, among other things, the Labor
17 Code and Industrial Welfare Commission Wage Order 16; are unlawful and in violation of
18 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
19 thereby constitute unfair and unlawful business practices in violation of Business and
20 Professions Code section 17200 *et seq.*

21 117. PLAINTIFF is entitled to and seeks such relief as may be necessary to
22 restore to them the money and property that DEFENDANTS have acquired, or of which
23 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
24 business practices.

25 118. PLAINTIFF is further entitled to seek a declaration that the above-described
26 business practices are unfair and unlawful and that an injunctive relief should be issued
27 restraining DEFENDANTS from engaging in any of the above-described unfair and
28 unlawful business practices in the future.

119. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress the injuries that he has suffered as a consequence of DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and unlawful business practices described above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained from continuing to engage in these unfair and unlawful business practices. In addition, DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF.

TENTH CAUSE OF ACTION

FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

(Lab. Code, § 2698 et seq.)

**(By PLAINTIFF, On his Own Behalf, and As a Private Attorneys General for All
Aggrieved Employees, and Against All Defendants)**

120. PLAINTIFF repeats and re-alleges paragraphs 1 through 119, inclusive, of this Complaint and they are incorporated herein by this reference.

121. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

122. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

123. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code section 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

1 124. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and on
2 behalf of all aggrieved employees in his capacity as a Private Attorney General and seeks all
3 statutory penalties available under Labor Code sections 2698-2699.

4 125. On May 23, 2024, PLAINTIFF gave written by Certified Mail to
5 DEFENDANTS of the specific code provisions alleged to have been violated, as required by
6 Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA Claim Notice”
7 to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter and LWDA Claim
8 Submissions indicated that he, “as an aggrieved employee, on his own behalf and on behalf of
9 other aggrieved employees of Sahara Construction Co., Inc., Phillip H. Albert, Paul T. Ventura,
10 and any other affiliated entity (collectively referred to herein as “SAHARA” and/or
11 “Defendants”), intends to avail himself of the protections granted by the CALIFORNIA LABOR
12 CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (LAB. CODE, § 2698 et seq.).”
13 The statutory waiting period for PLAINTIFF to add these allegations to the Complaint has
14 expired. As a result, pursuant to Labor Code section 2699.3, PLAINTIFF, on behalf of himself
15 and all aggrieved employees, may now commence a representative civil action under Labor
16 Code section 2699 as the proxy of the State of California.

17 126. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
18 Labor Code, including, but not limited to, the following:

- 19 A. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and California
20 Code of Regulations, title 8, section 11160 for DEFENDANTS’ failure to pay
21 overtime wages and liquidated damages to PLAINTIFF, and other aggrieved
22 employees;
- 23 B. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and
24 1198 and California Code of Regulations, title 8, section 11160 for
25 DEFENDANTS’ failure to pay minimum wages and liquidated damages to
26 PLAINTIFF, and other aggrieved employees;
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- 1 C. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California
2 Code of Regulations, title 8, section 11160 for DEFENDANTS' failure to
3 provide meal periods to PLAINTIFF, and other aggrieved employees;
4 D. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California
5 Code of Regulations, title 8, section 11160 for DEFENDANTS' failure to
6 provide rest periods to PLAINTIFF, and other aggrieved employees;
7 E. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d),
8 and 1198 for DEFENDANTS' failure to provide accurate itemized wage
9 statements to PLAINTIFF, and other aggrieved employees and to maintain
10 accurate payroll records for PLAINTIFF and other aggrieved employees;
11 F. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to
12 reimburse business expenses to PLAINTIFF, and other aggrieved employees;
13 and,
14 G. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure
15 to timely pay wages to PLAINTIFF, and other aggrieved employees

16 127. PLAINTIFF therefore, on his own behalf and on behalf of all aggrieved
17 employees, can and hereby does seeks recovery of all civil penalties as prescribed by Labor
18 Code sections the Private Attorneys General Act of 2004, as the representative of the State of
19 California, for the illegal conduct perpetrated on PLAINTIFF and all aggrieved employees by
20 DEFENDANTS.

21 PRAYER

22 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
23 Defendant, jointly and severally, as follows:

24 1. ON THE FIRST CAUSE OF ACTION:

- 25 (a) For overtime wage compensation, and liquidated damages;
26 (b) For an award of interest, including prejudgment interest at the legal rate;
27 and,
28 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

1 **2. ON THE SECOND CAUSE OF ACTION:**

- 2 (a) For minimum wage compensation, and liquidated damages;
- 3 (b) For an award of interest, including prejudgment interest at the legal rate;
- 4 and,
- 5 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

6 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, and SEVENTH CAUSES OF**

7 **ACTION:**

- 8 (a) For compensatory damages, including lost wages;
- 9 (b) For an award of interest, including prejudgment interest at the legal rate;
- 10 and,
- 11 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

12 **4. ON THE EIGHTH CAUSE OF ACTION:**

- 13 (a) For statutory penalties, interest, costs of suit and attorneys' fees.

14 **5. ON THE NINTH CAUSE OF ACTION:**

- 15 (a) For restitution and disgorgement;
- 16 (b) For injunctive relief ordering the continuing unfair business acts and
- 17 practices to cease, or as the Court otherwise deems just and proper; and,
- 18 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that
- 19 he has not been paid the proper amounts required in accordance with
- 20 California law.

21 **6. ON THE TENTH CAUSE OF ACTION:**

- 22 (a) That the Court declare, adjudge and decree that DEFENDANTS violated
- 23 the following Labor Code provisions as to PLAINTIFF and/or other
- 24 aggrieved employees:

- 25 1. Labor Code sections 510, 1194, 1194.2, and 1198 and
- 26 California Code of Regulations, title 8, section 11160 for
- 27 DEFENDANTS' failure to pay overtime compensation and
- 28

1 liquidated damages to PLAINTIFF, and other aggrieved
2 employees;

3 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
4 1198 and California Code of Regulations, title 8, section 11160
5 for DEFENDANTS' failure to pay minimum wages and
6 liquidated damages to PLAINTIFF, and other aggrieved
7 employees;

8 3. Labor Code sections 226.7 and 512, 516, and California Code
9 of Regulations, title 8, section 11160 for DEFENDANTS'
10 failure to provide meal periods to PLAINTIFF, and other
11 aggrieved employees;

12 4. Labor Code sections 226.7 and 512, 516, and California Code
13 of Regulations, title 8, section 11160 for DEFENDANTS'
14 failure to provide rest periods to PLAINTIFF, and other
15 aggrieved employees;

16 5. Labor Code sections 226, subdivision (a), 1174, subdivision
17 (d), and 1198 for DEFENDANTS' failure to provide accurate
18 itemized wage statements to PLAINTIFF, and other aggrieved
19 employees and to maintain accurate payroll records for
20 PLAINTIFF and other aggrieved employees;

21 6. Labor Code sections 2800 and 2802 for DEFENDANTS'
22 failure to reimburse business expenses to PLAINTIFF and
23 other aggrieved employees;

24 7. Labor Code sections 201, 202, 203 for DEFENDANTS' failure
25 to timely pay wages to PLAINTIFF, and other aggrieved
26 employees,

27 (b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558,
28 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations

of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the CALIFORNIA CODE OF REGULATIONS; and the applicable Industrial Wage Order No. 16-2001 (as amended);

(c) For attorneys' fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1), and any and all other relevant statutes, for Defendant's violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the CALIFORNIA CODE OF REGULATIONS; and the applicable Industrial Wage Order No. 16-2001 (as amended);

(d) For pre-judgment and post-judgment interest as provided by law; and For such other and further relief as the Court may deem equitable and appropriate.

7. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

Dated: August 1, 2024

THE OZZELLO PRACTICE, PC

By: 
MARK A. OZZELLO
CALVIN A. MARSHALL
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: August 1, 2024

THE OZZELLO PRACTICE, PC

By: 
MARK A. OZZELLO
CALVIN A. MARSHALL
Attorneys for Plaintiff