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ELECTRONICALLY FILED
Superior Court of California,
County of Solano
08/19/2026 at 10:52:46 AM
By: N. Shaw, Deputy Clerk

Attorneys for Plaintiffs PAUL DEE IRWIN and TYLER COLLETTE,
on behalf of themselves and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

ROBERT SAITZ, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

UNICO MECHANICAL CORP, a California
corporation; and DOES 1 through 50,
inclusive

Defendants.

Case No. CU24-05894

CLASS ACTION

Assigned for All Purposes To:

Hon. Tim P. Kam

Dept.: 7

**THIRD AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et seq.* and 246;
7. Violation of Labor Code § 226(a);
8. Failure to Keep Required Payroll Records Under Labor Code §§ 1174 and 1174.5;
9. Violation of Labor Code § 221;
10. Reimbursement of Necessary Expenditures Under Labor Code § 2802;
11. Penalties Pursuant to Labor Code § 203; and
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties Pursuant to Labor Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiffs PAUL DEE IRWIN and TYLER COLLETTE, (hereinafter “Plaintiffs”) on behalf
2 of themselves and all others similarly situated (collectively, “Employees”; individually,
3 “Employee”) complain of Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiffs bring this action on behalf of themselves and all similarly situated current
6 and former employees within the State of California who, at any time four (4) years prior to the
7 filing of this lawsuit, are or were employed as non-exempt hourly employees by Defendants UNICO
8 MECHANICAL CORP, a California corporation, and DOES 1 through 50 (all defendants being
9 collectively referred to herein as “Defendants”). Plaintiffs allege that Defendants, and each of them,
10 violated various provisions of the California Labor Code, relevant orders of the Industrial Welfare
11 Commission (IWC), and California Business & Professions Code, and seek redress.

12 2. Plaintiffs are residents of California and during the time period relevant to this
13 Complaint were employed by Defendants as non-exempt hourly employees within the State of
14 California at Defendants’ facilities and offices in California. Plaintiffs and the other Class members
15 worked for Defendants in Solano County and/or throughout California, and consistently worked at
16 Defendants’ behest without being paid all wages due. More specifically, Plaintiffs and the other
17 similarly situated Class members were employed by Defendants and worked at Defendants’ offices
18 and other facilities where the conduct giving rise to the allegations in this Class Action Complaint
19 occurred. Upon information and belief, Plaintiffs were employed by Defendants and (1) shared
20 similar job duties and responsibilities, (2) were subjected to the same policies and practices, and (3)
21 endured similar violations at the hands of Defendants as the other Employee Class members who
22 served in similar and related positions.

23 3. Defendants required Plaintiffs and the Employees in the Class to perform work while
24 remaining under Defendants’ control before and after being on the clock for their daily work shift.
25 Defendants failed to provide Plaintiffs and the Class with lawful meal and rest periods, as employees
26 were not provided with the opportunity to take timely, uninterrupted, and duty-free meal and rest
27 periods as required by the Labor Code.

28 ///

THE PARTIES

A. The Plaintiff

4. Plaintiff PAUL DEE IRWIN has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

5. Plaintiff TYLER COLLETTE has resided in California and during the time period relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within the State of California at Defendants' facilities and offices in California.

B. The Defendants

6. Defendant UNICO MECHANICAL CORP, ("UMC") is a California corporation with its principle executive offices in Benicia, California, and has been listed as the employer on the wage statements issued to Plaintiffs during the relevant time period. UMC lists an address in Benicia, California with Secretary of State and employs Plaintiffs and the Class members in California, including at Defendants' offices and facilities in Benicia, California, and throughout California and conducts business throughout California.

7. The true names and capacities, whether individual, corporate, associate, or whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiffs, who therefore sue these Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe and thereon allege that Defendants designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated herein as Does 1 through 50 when their identities become known.

8. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, that Defendants carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in all respects as the employers or joint employers of Employees. Defendants, and each of them, exercised

1 control over the wages, hours or working conditions of Employees, or suffered or permitted
2 Employees to work, or engaged, thereby creating a common law employment relationship, with
3 Employees. Therefore, Defendants, and each of them, employed or jointly employed Employees.

4 **JURISDICTION AND VENUE**

5 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought as
7 a Class Action on behalf of similarly situated Employees of Defendants pursuant to California Code
8 of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district pursuant to
9 California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the obligations and
10 liabilities giving rise to this lawsuit occurred at least in part in Solano County and Defendants
11 maintain and operate company offices and facilities in Solano County, and employ Plaintiffs and
12 other Class members in Solano County and throughout California.

13 **FACTUAL BACKGROUND**

14 10. The Employees who comprise the Class and Collective, including Plaintiffs, are
15 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
16 Employees who work in nonexempt positions at the direction of Defendants in the State of
17 California. Plaintiffs and the Class members were either not paid by Defendants for all hours worked
18 or were not paid at the appropriate minimum, regular and overtime rates. Furthermore, the
19 uncompensated time included the time Employees were required to complete trainings and work
20 off-the-clock during meal periods as a result of Defendants' high demand. Moreover, Employees
21 were required to carry and respond to their cell-phones while off-the-clock for work-related
22 activities, such as texting and calling supervisors. Plaintiffs also contend that Defendants failed to
23 pay Plaintiffs and the Class members all wages due and owing, failed to provide meal and rest
24 breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the
25 California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiffs and
26 Employees shift differentials, nondiscretionary commissions, incentive pay, and/or
27 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
28 all remunerations, including shift differentials, nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
2 the overtime wage rate. Therefore, during times when Plaintiffs and Employees worked overtime
3 and received shift differentials, nondiscretionary commissions, incentive pay, and/or
4 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime
5 rate than required.

6 11. Further, Defendants required the Employee Class members to clock in and out using
7 a paper timesheet when Employees worked in the field. Employees could have recorded their start
8 and end times to the real-time minute; however, Defendants had a policy and practice of requiring
9 Employees to record only their shift start and end times. In addition, when Employees worked at the
10 shop, where most work was performed, they did not record their start and end times using a
11 timekeeping system. As a result, Defendants would round those times and generally did so to the
12 detriment of the Employees, and these unlawfully rounded time entries were inputted into
13 Defendants' payroll system from which wage statements and payroll checks were created.
14 Defendants did so with the ostensible intent of paying Class members only for the hours they were
15 scheduled to work, rather than the hours they were actually under Defendants' control. Plaintiffs
16 contend this policy is not neutral and results, over time, to the detriment of the Class members by
17 systematically undercompensating them.

18 12. Defendants had also either failed to maintain timekeeping records for Plaintiffs that
19 would permit them to discover the nature and extent of Defendants' unlawful rounding or has
20 refused to produce them to Plaintiffs in response to their timely request to be provided with them.

21 13. Moreover, Plaintiffs contend that Defendants failed to pay Plaintiffs and the Class
22 members all wages due and owing, by failing to provide meal and rest breaks, and failed to furnish
23 accurate wage statements, all in violation of various provisions of the California Labor Code and
24 applicable Wage Order provisions.

25 14. During the course of Plaintiffs and the Class members' employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked, and they were forced to work during their meal and rest breaks to
28 keep labor budgets low.

1 15. As a matter of uniform Company policy, Plaintiffs and the Class members were
2 required to work during their meal and rest breaks which were not compensated by Defendants in
3 violation of the California Labor Code. Plaintiffs and the Class members were also not paid regular
4 wages and overtime for the time they were required to comply with other requirements imposed
5 upon them, which they had to complete while working through their meal and rest breaks and
6 without compensation. As a result Plaintiffs and the Class members worked shifts over eight (8)
7 hours in a day and over forty (40) hours in a work week, but they were not paid at the appropriate
8 overtime rate for all such hours, including by being required to perform work duties and tasks
9 without pay and while off-the-clock and due to Defendants' unlawful rounding which caused
10 overtime to begin accruing before it did in Defendants' timekeeping and payroll systems. As a
11 result, Plaintiffs and the Class members worked substantial overtime hours during their
12 employment with Defendants for which they were not compensated, in violation of the California
13 Labor Code, applicable IWC Wage Orders.

14 16. As a result of the above described daily work demands and pressures to work through
15 breaks, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Class
16 members were not properly paid for all wages earned and for all wages owed to them by Defendants,
17 including when working more than eight (8) hours in any given day and/or more than forty (40)
18 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiffs and
19 Class members incurred overtime hours worked for which they were not adequately and completely
20 compensated, in addition to the hours they were required to work off the clock. To the extent
21 applicable, Defendants also failed to pay Plaintiffs and the Class members at an overtime rate of 1.5
22 times the regular rate for the first eight hours of the seventh consecutive work day in a week and
23 overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on the
24 seventh consecutive work day, as required under the Labor Code, applicable IWC Wage Orders.

25 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and continuing
26 to the present, Defendants had a consistent policy or practice of failing to pay Employees for all
27 hours worked, and failing to pay minimum wage for all time worked as required by California Law.

28 18. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
2 overtime compensation at premium overtime rates for all hours worked in excess of eight (8) hours
3 a day and/or forty (40) hours a week, and double-time rates for all hours worked in excess of twelve
4 (12) hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage
5 Orders.

6 19. Additionally, from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have regularly required Employees to work shifts in excess of
8 five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30)
9 minutes, and shifts in excess of ten (10) hours without providing them with second meal periods of
10 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
11 wages at each Employee’s effective hourly rate of pay, for each meal period that Defendants failed
12 to provide or deficiently provided. Defendants also had a policy and practice of not recording the
13 starting and ending times of meal periods.

14 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary
16 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
17 belief, Defendants failed to incorporate all remunerations, including shift differentials,
18 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
19 of the regular rate of pay for purposes of calculating sick pay. Therefore, during times when
20 Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary
21 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all sick pay
22 by paying a lower overtime rate than required.

23 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary
25 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
26 belief, Defendants failed to incorporate all remunerations, including shift differentials,
27 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
28 of the regular rate of pay for purposes of calculating vacation pay. Therefore, during times when

1 Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary
2 commissions, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all vacation
3 pay by paying a lower overtime rate than required.

4 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have consistently failed to provide Employees with paid duty-free rest breaks
6 of not less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor
7 did Defendant pay Employees premium pay for each day on which requisite rest breaks were not
8 provided or were deficiently provided at one hour of wages at each Employee's effective regular
9 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

10 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements as required by California wage-and-hour laws. Specifically,
13 Defendants failed in their affirmative obligation to keep accurate records of the correct overtime
14 wages based on proper regular rate calculations that included shift differentials, nondiscretionary
15 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
16 compensation of their Employees. Moreover, the wage statements given to Employees by
17 Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal
18 periods and rest breaks, all of which Defendants knew or reasonably should have known were owed
19 to Employees, as alleged hereinabove. The wage statements provided to Employees were confusing
20 and required Employees to engage in discovery and refer to outside sources to verify whether their
21 pay was correct and potentially resulting in a miscalculation by the Employees.

22 24. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
23 continuing to the present, Defendants have consistently failed to provide Employees with timely,
24 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

25 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
26 continuing to the present, Defendants have consistently failed to keep accurate time and wage
27 records as required by California wage-and-hour laws.

28 26. From at least four (4) years prior to the filing of this lawsuit and continuing to the

1 present, Defendants have consistently and unlawfully collected or received wages from Employees.
2 Defendants made payments of wages to Employees via direct deposit into their personal bank
3 accounts. However, Defendants unlawfully removed and made deductions of said wages from the
4 bank accounts of Employees without permission and authorization.

5 27. From at least four (4) years prior to the filing of this lawsuit and continuing to the
6 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
7 performance of their job duties for Defendants including, but not limited to the purchase of tools,
8 tool maintenance, internet usage, and cellphone usage which were necessary to perform their duties
9 under Defendants' employ which was used throughout the course of Employees' duties under
10 Defendants' employ in violation of Labor Code § 2802.

11 28. Lastly, from at least four (4) years prior to filing this lawsuit and continuing to the
12 present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
13 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
14 required by California wage-and-hour laws.

15 29. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
16 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et*
17 *seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699,
18 *et seq.*, and 2802, and applicable provisions of the IWC Wage Orders.

19 30. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
20 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
21 enjoyed from their violations of Labor Code.

22 CLASS ALLEGATIONS

23 31. Plaintiffs bring this class action on behalf of themselves and all others similarly
24 situated pursuant to Code of Civil Procedure § 382. Plaintiffs seek to represent a class defined as
25 follows: "All individuals employed by Defendants, at any time within four (4) years of the filing of
26 this lawsuit, as non-exempt, hourly employees within the State of California.

27 32. Further, Plaintiffs seek to represent the following Subclasses composed of and
28 defined as follows:

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

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

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

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

13 e. Subclass 5. Vacation Wages Subclass. All Class members who were not
14 compensated at the Employee's regular rate of pay for their vacation wages.

15 f. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the
16 Employee's regular rate of pay for their sick pay wages.

17 g. Subclass 7. Wage Statement Subclass. All Class members who, within the applicable
18 limitations period, were not provided with accurate itemized wage statements.

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

22 i. Subclass 9. Unauthorized Deductions from Wages Subclass. All Class members who
23 were subject to Defendants' policy and/or practice of automatically deducting wages from
24 Employees' bank accounts.

25 j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class
26 members who were subject to Defendants failing to reimburse for expenses necessarily incurred in
27 the performance of Employees job duties for Defendants which were necessary to perform their
28 duties under Defendants' employ.

1 k. Subclass 11. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

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

8 33. Plaintiffs reserve the right under California Rule of Court 3.765 to amend or modify
9 the class description with greater particularity or further division into subclasses or limitation to
10 particular issues.

11 34. This action has been brought and may properly be maintained as a class action under
12 the provisions of Code of Civil Procedure § 382 because there is a well-defined community of
13 interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 35. The potential members of the class as defined are so numerous that joinder of all the
16 member of the class is impracticable. While the precise number of class member has not been
17 determined at this time, Plaintiffs are informed and believe that, during the time period relevant to
18 this lawsuit, Defendants employed more than 100 individuals within the State of California.

19 36. Accounting for employee turnover during the relevant time period increases this
20 number substantially. Plaintiffs allege that Defendants' employment records will provide
21 information as to the number and location of all class members.

22 **B. Commonality**

23 37. There are questions of law and fact common to the class that predominate over any
24 questions affecting only individual class members. These common questions of law and fact include:

- 25 a. Whether Defendants failed to pay Employees minimum wages;
- 26 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 27 c. Whether Defendants failed to pay Employees overtime as required under Labor Code
- 28 § 510;

- 1 d. Whether Defendants failed to pay Employees vacation wages as required under
2 Labor Code § 227.3;
- 3 e. Whether Defendants failed to pay Employees sick pay as required under Labor Code
4 § 245;
- 5 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC
6 Wage Orders, by failing to provide Employees with requisite meal periods or
7 premium pay in lieu thereof;
- 8 g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage
9 Orders, by failing to provide Employees with requisite rest breaks or premium pay
10 in lieu thereof;
- 11 h. Whether Defendants violated Labor Code § 226(a);
- 12 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 13 j. Whether Defendants failed to keep accurate time and wage records;
- 14 k. Whether Defendants violated Labor Code § 221;
- 15 l. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
16 wages and compensation due and owing at the time of termination of employment;
- 17 m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- 18 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 19 o. Whether Employees are entitled to equitable relief pursuant to Business and
20 Professions Code § 17200 *et seq.*

21 **C. Typicality**

22 38. The claims of the named plaintiffs are typical of those of the other Employees.
23 Employees all sustained injuries and damages arising out of and caused by Defendant's common
24 course of conducts in violation of statutes, as well as regulations that have the force and effect of
25 law, as alleged herein.

26 **D. Adequacy of Representation**

27 39. Plaintiffs will fairly and adequately represent and protect the interest of Employees.
28 Counsel who represents Employees are experienced and competent in litigating employment class

actions.

E. Superiority of Class Action

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

41. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties in managing this case that should preclude class action.

FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against All Defendants)

42. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

43. Defendants failed to pay Employees minimum wages for all hours worked. Defendants had a consistent policy of misstating Employees time records and failing to pay Employees for all hours worked. Specifically, Plaintiffs and Employees were required to work during meal breaks, carry and respond to their cell-phones while off-the-clock for work-related activities, such as texting and calling supervisors, and attend required trainings without compensation. Moreover, Defendants did not pay Plaintiffs and Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other members of the Class as to minimum wage pay. Additionally, Defendants rounded timekeeping entries and made revisions to timekeeping records to reflect less time worked than was actually worked and Defendants have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, while benefiting Defendants. This caused Employees

1 to work without compensation in excess of their eight-hour shift in a given workday. Defendants'
2 uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to
3 Employees, as a result of implementing a uniform policy and practice that denied accurate
4 compensation to Plaintiffs and the other members of the Employees as to minimum wage pay.

5 California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
6 The minimum wage for employees fixed by the commission is the
7 minimum wage to be paid to employees, and the payment of a less
8 wage than the minimum so fixed is unlawful.

9 44. The applicable minimum wages fixed by the commission for work during the
10 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are therefore
11 entitled to double the minimum wage during the relevant period.

12 45. The minimum wage provisions of California Labor Code are enforceable by private
13 civil action pursuant to California Labor Code § 1194(a) which states:

14 Notwithstanding any agreement to work for a lesser wage, any
15 employee receiving less than the legal minimum wage or the legal
16 overtime compensation applicable to the employee is entitled to
17 recover in a civil action the unpaid balance of the full amount of this
18 minimum wage or overtime compensation, including interest
19 thereon, reasonable attorney's fees and costs of suit.

20 46. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
21 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

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

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

48. Wherefore, Employees are entitled to recover the unpaid minimum wages (including
double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully

1 unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor
2 Code § 1194(a).

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

5 **(Against All Defendants)**

6 49. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 50. By their conduct, as set forth herein, Defendants violated California Labor Code §
9 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
10 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
11 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
12 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
13 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
14 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
15 paying Employees wages for all hours worked including time off the clock when Plaintiffs and
16 Employees were required to work during meal breaks, respond to their cell-phones while off-the-
17 clock for work-related activities, such as texting and calling supervisors, and attend required
18 trainings without compensation. Employees regularly worked over 8 hours on a given day without
19 receiving overtime compensation.

20 51. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
21 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
22 to an hourly wage, Defendants paid Plaintiffs and Employees shift differentials, nondiscretionary
23 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
24 belief, Defendants failed to incorporate all remunerations, including shift differentials,
25 nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation
26 of the regular rate of pay for purposes of calculating the overtime wage rate.

27 52. Therefore, during times when Plaintiffs and Employees worked overtime and
28 received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary

1 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

2 53. Defendants consistently improperly rounded down, changed, adjusted Employees
3 time records, paid Employees less than their time records showed as demonstrated by Employees'
4 timesheets which reveal little variance between the hours worked by employees on a daily basis.

5 54. Employees have been damaged by these violations of California Labor Code §§ 204
6 and 510 (and the relevant orders of the Industrial Welfare Commission).

7 55. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
8 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
9 full amount of all their unpaid wages and overtime compensation, with interest, plus their
10 reasonable attorneys' fees and costs.

11 56. The forgoing uncompensated work caused Plaintiffs and Employees to work in
12 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
13 them to overtime and double-time wages which were systemically denied.

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

20 58. Employees have been damaged by these violations of California Labor Code §§ 204
21 and 510 (and the relevant orders of the Industrial Welfare Commission).

22 59. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
23 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the
24 full amount of all their unpaid wages and overtime compensation, with interest, plus their
25 reasonable attorneys' fees and costs.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

3 **(Against All Defendants)**

4 60. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 61. Employees regularly worked shifts greater than five (5) hours and greater than ten
7 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of more
8 than five (5) hours without providing him or her with a meal period of not less than thirty (30)
9 minutes or for a shift of more than ten (10) hours without providing him or her with a second meal
10 period of not less than thirty (30) minutes.

11 62. Defendants failed to provide Employees with meal periods as required under the
12 Labor Code. Employees were consistently required to work through their meal periods which they
13 were consistently denied. Moreover, Employees were required to take meal periods after working
14 well beyond the five (5) hour shifts and were often interrupted on their meal periods with work-
15 related tasks or questions. Furthermore, Employees were regularly required to work for more than
16 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute meal period as
17 required by law. Additionally, Defendants had a policy and practice of not recording the starting
18 and ending times of meal periods.

19 63. Moreover, Defendants failed to compensate Employees for each meal period not
20 provided or inadequately provided, as required under Labor Code § 226.7.

21 64. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an
22 amount equal to one (1) hour of wages at their effective regular rates of pay for each meal period
23 not provided or deficiently provided, a sum to be proven at trial.

24 **FOURTH CAUSE OF ACTION**

25 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 65. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
28 full herein.

66. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift.

67. Defendants failed to provide Employees with timely rest breaks of not less than ten (10) minutes for each consecutive four (4) hour shift. Specifically, rest breaks were often missed or interrupted with work related tasks or questions.

68. Moreover, Defendants did not compensate Employees with an additional hour of pay at each Employee's effective hourly rate for each day that Defendants failed to provide them with adequate rest breaks, as required under Labor Code § 226.7.

69. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective regular rates of pay for each day worked without the required rest breaks, a sum to be proven at trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY VACATION WAGES

(Against All Defendants)

70. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

71. Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with said contract of employment or policy respecting eligibility or time served.

72. Defendants paid shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. During times when Plaintiffs and Employees worked overtime and received shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses, Defendants were required to pay a higher vacation wage rate and failed to do so. Numerous employees, including Plaintiffs, were owed a higher vacation wage rate, which Defendants failed to pay at the time that

1 their employment ended. Therefore, pursuant to, Plaintiffs and Employees seek to recover penalties
2 pursuant to Labor Code § 227.3.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**

5 **(Against All Defendants)**

6 73. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
7 full herein.

8 74. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
9 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
10 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
11 with the pay calculation under California Labor Code § 246(*l*).

12 75. Defendants paid shift differentials, nondiscretionary commissions, incentive pay,
13 and/or nondiscretionary bonuses to Plaintiffs and Employees but Defendants failed to include these
14 forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather
15 than calculating the amount of paid sick time due when sick time is used according to the
16 requirements set forth in California Labor Code § 246(*l*)(1), Defendants paid sick leave to Plaintiffs
17 and Employees at less than the regular rate of pay, in violation of the law. To the extent Defendants
18 calculated sick pay owed to Plaintiffs and Employees using the calculation method set forth in Labor
19 Code § 246(*l*)(2), Defendants did not factor in the shift differentials, nondiscretionary commissions,
20 incentive pay, and/or nondiscretionary bonuses into the calculation of the total wages. As a result of
21 the miscalculation of sick pay owed, Defendants failed to pay all sick pay owed to Plaintiffs and
22 Employees because Defendants paid sick pay at less than the regular rate of pay as required by Labor
23 Code § 246(*l*)(1) or paid sick pay at less than the rate required by Labor Code § 246(*l*)(2).

24 76. Therefore, Plaintiffs and Employees seek to recover penalties pursuant to Labor
25 Code §§ 245 *et seq.* and 246.

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SEVENTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

77. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

79. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing and required Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Employees. Moreover, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included shift differentials, nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of compensation of their Employees. Additionally, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove.

80. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

81. Pursuant to Labor Code §§ 226(a) and 226(e), Plaintiffs and Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

82. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each pay period.

83. Plaintiffs are seeking penalties against Defendants under Labor Code § 226.3, and any other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown according to proof.

EIGHTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174

AND 1174.5

(Against All Defendants)

84. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

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

86. During the course of Plaintiffs' and Employees' employment, Defendants

1 consistently failed to maintain accurate time and wage records for Plaintiffs and Employees as
2 required by California Labor Code § 1174 by failing to pay Plaintiffs and Employees proper wages,
3 overtime, and premium pay as discussed above.

4 87. Accordingly, Defendants are liable for civil penalties pursuant to the California
5 Labor Code § 1174.5 for the three (3) years prior to the filing of this Complaint.

6 **NINTH CAUSE OF ACTION**
7 **VIOLATION OF LABOR CODE § 221**
8 **(Against All Defendants)**

9 88. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
10 full herein.

11 89. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
12 receive from an employee any party of wages theretofore paid by said employer to said employee.”

13 90. Defendants unlawfully removed and thereby collected or received wages from
14 Plaintiffs’ pay. The unlawfully removed wages were observed on Plaintiffs’ wage statements and
15 were associated with pay codes including but not limited to “PC”, “DEN” and “TOOLS2.” Plaintiffs
16 allege that Defendants unlawfully collected or received these wages in that Plaintiffs never agreed
17 to allow Defendants to collect or receive their wages and Defendants had no lawful purpose for
18 collecting or receiving these wages. Plaintiffs further allege that Defendants carried out a uniform
19 policy and practice of collecting or receiving wages from numerous Employees just as with
20 Plaintiffs. Therefore, Defendants unlawfully received and/or collected wages from Plaintiffs and
21 Employees in violation of Labor Code § 221.

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

24 **TENTH CAUSE OF ACTION**
25 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
26 **IN VIOLATION OF LABOR CODE § 2802**
27 **(Against All Defendants)**

28 92. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in

1 full herein.

2 93. Under Labor Code § 2802(a) an employer must indemnify its employees for all
3 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
4 of his or her duties, or of his or her obedience to the directions of the employer.

5 94. Plaintiffs and Employees incurred necessary expenditures in the performance of their
6 job duties for Defendants, the purchase of tools, tool maintenance, cell phone usage, and internet
7 usage which were necessary to perform their duties under Defendants' employ. From four (4) years
8 prior to the original filing of this lawsuit and continuing to the present, Defendants consistently
9 failed to reimburse Plaintiffs and Employees for these necessarily incurred business expenses.

10 95. As a result of the unlawful acts of Defendants, Plaintiffs and Employees have been
11 deprived of reimbursement in amounts to be determined at trial; they are entitled to recovery of such
12 amounts, plus interest and penalties thereon, attorneys' fees, and costs.

13 **ELEVENTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE § 203**
15 **(Against All Defendants)**

16 96. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
17 full herein.

18 97. Numerous Employees, including Plaintiffs, are no longer employed by Defendants;
19 they either quit Defendants' employ or were fired therefrom.

20 98. Defendants failed to pay Plaintiffs and the other formerly-employed Employees all
21 wages due and certain at the time of termination or within seventy-two (72) hours of resignation.

22 99. The wages withheld from these Plaintiffs and the other formerly-employed
23 Employees by Defendants remained due and owing for more than thirty (30) days from the date of
24 separation of employment.

25 100. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
26 knew wages to be due but failed to pay them; this violation entitles Plaintiffs and the other formerly-
27 employed Employees to penalties under Labor Code § 203, which provides that an employee's
28 wages shall continue until paid for up to thirty (30) days from the date they were due.

1 **TWELFTH CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 101. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 102. Plaintiffs, on behalf of themselves, Employees, and the general public, brings this
7 claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as
8 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Employees
9 and the general public. Plaintiffs seek to enforce important rights affecting the public interest within
10 the meaning of Code of Civil Procedure § 1021.5.

11 103. Plaintiffs are “persons” within the meaning of Business & Professions Code
12 § 17204, have suffered injury, and therefore have standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 104. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair business
15 practices.

16 105. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental public
18 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
19 to enforce minimum labor standards, to ensure that employees are not required or permitted to work
20 under substandard and unlawful conditions, and to protect law-abiding employers and their
21 employees from competitors who lower costs to themselves by failing to comply with minimum
22 labor standards.

23 106. Defendants have violated statutes and public policies. Through the conduct alleged
24 in this Complaint Defendants have acted contrary to these public policies, have violated specific
25 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
26 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiffs,
27 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
28 guaranteed to all employees under the law.

107. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

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

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

110. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699, *ET SEQ.*

(Against All Defendants)

111. Plaintiffs re-allege and incorporate all preceding paragraphs, as though set forth in full herein.

112. Plaintiffs and Employees are aggrieved employees as defined under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

113. Plaintiffs seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions, without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210, 218.5, 218.6, 221, 223, 226, 226.3, 226.4, 226.7, 227.3, 245, *et seq.*, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.

114. The penalties shall be allocated as follows: 65% to the Labor and Workforce

1 Development Agency (LWDA) and 35% to the affected employees.

2 115. Employees also seek any and all penalties and remedies set forth in Labor Code §
3 558, which states:

4 (a) Any employer or other person acting on behalf of an employer who violates,
5 or causes to be violated, a section of this chapter or any provision regulating hours
6 and days of work in any order of the Industrial Welfare Commission shall be subject
7 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
8 underpaid employee for each pay period for which the employee was underpaid in
9 addition to an amount sufficient to recover underpaid wages. (2) For each subsequent
violation, one hundred dollars (\$100) for each underpaid employee for each pay
period for which the employee was underpaid in addition to an amount sufficient to
recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid
to the affected employee.

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

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

19 116. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
20 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
21 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
22 violation in a subsequent citation, for which the employer fails to provide the employee a wage
23 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
24 that Labor Code § 226.3 applies, Plaintiffs and Employees also seek such penalties on.

25 117. Plaintiffs have exhausted his administrative remedy by sending a certified letter to
26 the LWDA and Defendants. The original certified letter to the LWDA and Defendants was
27 postmarked on June 20, 2024. The LWDA has not provided notice of its intent to investigate the
28 alleged violations within 65 calendar days of the postmark date of the original letter. On May 27,
2026, Plaintiff TYLER COLLETTE exhausted his administrative remedy by sending a certified
letter to the LWDA and Defendants. The LWDA has not provided notice of its intent to investigate
the alleged violations.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of all unpaid wages, including overtime and double-time pay, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
6. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided where no premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;
7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
8. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;
9. For penalties pursuant to Labor Code § 1174.5, as may be proven;
10. For penalties pursuant to Labor Code § 227.3, as may be proven;
11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
12. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;
13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;
14. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

1 15. For compensatory damages in the amount of all previously unreimbursed business
2 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
3 from four (4) years prior to the original filing of this action, as may be proven;

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

7 17. For all general, special, and incidental damages as may be proven;

8 18. For an award of pre-judgment and post-judgment interest;

9 19. For an award providing for the payment of the costs of this suit;

10 20. For an award of attorneys' fees; and

11 21. For such other and further relief as this Court may deem proper and just.

12
13 DATED: July 8, 2026

D.LAW, INC.

14
15 By  _____

Roman Shkodnik

Mason Doidge

Attorneys for Plaintiffs

PAUL DEE IRWIN and TYLER COLLETTE
and the putative class

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DATED: July 8, 2026

By

Roman Shkodnik
Mason Doidge
Attorneys for Plaintiffs
PAUL DEE IRWIN
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