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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

DORA SHUL VASQUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

CASTLEROCK ENVIRONMENTAL, INC.; and
DOES 1 through 10, inclusive,

Defendants

Case No.: **24STCV14523**

CLASS ACTION COMPLAINT:

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.].

DEMAND FOR JURY TRIAL

1 Plaintiff Dora Shul Vasquez (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this action against Defendant Castlerock Environmental, Inc. and
6 Does 1 through 10 (collectively referred to as “Defendants”) for California Labor Code
7 violations and unfair business practices stemming from Defendants’ failure to pay minimum
8 wages, failure to pay overtime wages, failure to provide meal periods, failure to authorize and
9 permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business
11 expenses, and failure to furnish accurate wage statements.

12 2. Plaintiff brings the First through Eighth Causes of Action individually and as a
13 class action on behalf of herself and certain current and former employees of Defendants
14 (hereinafter collectively referred to as the “Class” or “Class Members” and defined more fully
15 below). The Class consists of Plaintiff and all other persons who have been employed by any
16 Defendants in California as an hourly-paid, non-exempt employee during the statute of
17 limitations period applicable to the claims pleaded here.

18 3. Defendants own/owned and operate/operated an industry, business, and
19 establishment within the State of California, including Los Angeles County. As such, and based
20 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
21 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
22 Commission (“IWC”), and the California Business & Professions Code.

23 4. Despite these requirements, throughout the statutory period Defendants
24 maintained a systematic, company-wide policy and practice of:

- 25 (a) Failing to pay employees for all hours worked, including all minimum
26 wages, and overtime wages in compliance with the California Labor Code
27 and IWC Wage Orders;
28



- 1 (b) Failing to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failing
3 to maintain accurate records of all meal periods taken or missed, and
4 failing to pay an additional hour's pay at the regular rate of pay for each
5 workday a meal period violation occurred;
- 6 (c) Failing to authorize and permit employees to take timely and duty-free rest
7 periods in compliance with the California Labor Code and IWC Wage
8 Orders, and failing to pay an additional hour's pay at the employee's
9 regular rate of pay for each workday a rest period violation occurred;
- 10 (d) Failing to indemnify employees for necessary business expenses incurred;
- 11 (e) Willfully failing to pay employees all minimum wages, overtime wages,
12 meal period premium wages, and rest period premium wages due within
13 the time period specified by California law when employment terminates;
- 14 (f) Failing to maintain accurate records of the hours that employees worked;
15 and
- 16 (g) Failing to provide employees with accurate, itemized wage statements
17 containing all the information required by the California Labor Code and
18 IWC Wage Orders.

19 5. On information and belief, Defendants, and each of them were on actual and
20 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
21 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein
22 were willful and deliberate.

23 6. At all relevant times, Defendants were and are legally responsible for all of the
24 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
25 foregoing paragraphs as the employer of Plaintiff and the Class. Further, Defendants are
26 responsible for each of the unlawful acts or omissions complained of herein under the doctrine
27 of "respondeat superior".
28

THE PARTIES

Plaintiff

7. Plaintiff is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a Demolition Worker from approximately July 2016 to approximately February 2024.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Castlerock Environmental, Inc. is:

- (a) A California corporation with its principal place of business in Santa Fe Springs, California;
- (b) A business entity conducting business in numerous counties throughout the State of California, including in Los Angeles; and
- (c) The former employer of Plaintiff, and the current and/or former employer of the putative Class. Defendant suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not currently know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times



1 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff
2 and the other employees described in the class definitions below, and exercised control over
3 their wages, hours, and working conditions. Plaintiff is informed and believes and thereon
4 alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint
5 venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation,
6 successor in interest and/or predecessor in interest of some or all of the other Defendants, and
7 was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore
8 such other relationships to some or all of the other Defendants so as to be liable for their conduct
9 with respect to the matters alleged below. Plaintiff is informed and believes and thereon alleges
10 that each Defendant acted pursuant to and within the scope of the relationships alleged above,
11 that each Defendant knew or should have known about, and authorized, ratified, adopted,
12 approved, controlled, aided and abetted the conduct of all other Defendants.

13 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

14 13. Plaintiff is a California resident who worked for Defendants in the County of Los
15 Angeles, State of California, as a Demolition Worker during the statutory period. Plaintiff was
16 typically scheduled to work 5 days in a workweek, and typically in excess of 8 hours in a single
17 workday.

18 14. Throughout the statutory period, Defendants failed to pay Plaintiff for all hours
19 worked (including minimum wages and overtime wages), failed to provide Plaintiff with
20 uninterrupted meal periods, failed to authorize and permit Plaintiff to take uninterrupted rest
21 periods, failed to indemnify Plaintiff for necessary business expenses, failed to timely pay all
22 final wages to Plaintiff when Defendants terminated Plaintiff's employment, and failed to
23 furnish accurate wage statements to Plaintiff. As discussed below, Plaintiff's experience
24 working for Defendants was typical and illustrative.

25 15. Throughout the statutory period, Plaintiff and the Class worked more than 8 hours
26 in a workday and more than 40 hours in a workweek. Defendants maintained a policy and
27 practice of not paying Plaintiff and the Class for all hours worked, including all overtime wages.
28 In those instances where Plaintiff and the Class earned non-discretionary bonuses and other

1 remuneration, Defendants failed to incorporate all remuneration when calculating the correct
2 overtime rate of pay, meal break premium rate of pay, rest break premium rate of pay, and sick
3 day rate of pay. Defendants also regularly used a system of time rounding in a manner that
4 resulted, over a period of time, in failing to compensate Plaintiff and the Class properly for all
5 the time they have actually worked, even though the realities of Defendants' operations are such
6 that it is possible, practical, and feasible to count and pay for work time to the minute. Also
7 throughout the statutory period, Plaintiff and the Class were required to work "off-the-clock"
8 and uncompensated. For example, Plaintiff and the Class were required to undergo COVID
9 checks, perform work tasks, and don and doff uniforms and protective gear such as filters, suits,
10 and masks off-the-clock. Despite requiring Plaintiff and the Class to perform these work tasks
11 on a daily basis, Defendants failed to accurately record actual time worked and only recorded
12 their scheduled hours. As a result, Plaintiff and the Class were not compensated for this time
13 worked. In maintaining a practice of not paying all wages owed, Defendants failed to maintain
14 accurate records of the hours Plaintiff and the Class worked.

15 16. Throughout the statutory period, Defendants have wrongfully failed to provide
16 Plaintiff and the Class with legally compliant meal periods. Defendants sometimes, but not
17 always, required Plaintiff and the Class to work in excess of five consecutive hours a day
18 without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five
19 hours of work, or without compensating Plaintiff and the Class for meal periods that were not
20 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not
21 adequately inform Plaintiff and the Class of their right to take a meal period by the end of the
22 fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work.
23 Plaintiff and the Class were sometimes required to work during their meal periods, leading to the
24 failure to provide uninterrupted meal periods. Defendants also failed to accurately record the
25 start and end times of meal periods and instead, automatically deducted 30 or 60 minutes from
26 Plaintiff and the Class' total hours paid despite failing to provide compliant meal periods.
27 Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiff and
28 the Class in compliance with California law.



1 17. Throughout the statutory period, Defendants have wrongfully failed to authorize
2 and permit Plaintiff and the Class to take timely and duty-free rest periods. Defendants
3 sometimes, but not always, required Plaintiff and the Class to work in excess of four consecutive
4 hours a day without Defendants authorizing and permitting them to take a net 10-minute,
5 continuous and uninterrupted, rest period for every four hours of work (or major fraction
6 thereof), or without compensating Plaintiff and the Class for rest periods that were not
7 authorized or permitted. Defendants also did not adequately inform Plaintiff and the Class of
8 their right to take a rest period. Moreover, Defendants did not have adequate policies or
9 practices permitting or authorizing rest periods for Plaintiff and the Class, nor did Defendants
10 have adequate policies or practices regarding the timing of rest periods. Defendants also did not
11 have adequate policies or practices to verify whether Plaintiff and the Class were taking their
12 required rest periods. Further, Defendants did not maintain accurate records of employee work
13 periods, and therefore Defendants cannot demonstrate that Plaintiff and the Class took rest
14 periods during the middle of each work period. Accordingly, Defendants' policy and practice
15 was to not authorize and permit Plaintiff and the Class to take rest periods in compliance with
16 California law.

17 18. Throughout the statutory period, Defendants wrongfully required Plaintiff and the
18 Class to pay expenses that they incurred in direct discharge of their duties for Defendants
19 without reimbursement. For example, Plaintiff and the Class were required to purchase work
20 tools such as hammers, scissors, knives, and drills without reimbursement. Plaintiff and the
21 Class were also required to use their personal cell phones for work purposes such as
22 communicating with co-workers and supervisors regarding work-related issues, and use their
23 personal vehicles for work purposes such as traveling to Defendants' different project sites.
24 Plaintiff and the Class were not adequately compensated for these work-related expenses.

25 19. Throughout the statutory period, Defendants willfully failed and refused to timely
26 pay Plaintiff and the Class at the conclusion of their employment all wages for all minimum
27 wages, overtime wages, meal period premium wages, and rest period premium wages. Further,
28



1 Defendants did not pay Plaintiff and the Class their final paychecks immediately upon
2 termination.

3 20. Throughout the statutory period, Defendants failed to furnish Plaintiff and the
4 Class with accurate, itemized wage statements showing all applicable hourly rates, and all gross
5 and net wages earned (including correct hours worked, correct wages earned for hours worked,
6 correct overtime hours worked, correct wages for meal periods that were not provided in
7 accordance with California law, correct wages for rest periods that were not authorized and
8 permitted to take in accordance with California law, and Defendant's address). As a result of
9 these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury
10 because, among other things:

- 11 (a) the violations led them to believe that they were not entitled to be paid
12 minimum wages, overtime wages, meal period premium wages, and rest
13 period premium wages to which they were entitled, even though they were
14 entitled;
- 15 (b) the violations led them to believe that they had been paid the minimum,
16 overtime, meal period premium, and rest period premium wages, even
17 though they had not been;
- 18 (c) the violations led them to believe they were not entitled to be paid
19 minimum, overtime, meal period premium, and rest period premium wages
20 at the correct California rate even though they were;
- 21 (d) the violations led them to believe they had been paid minimum, overtime,
22 meal period premium, and rest period premium wages at the correct
23 California rate even though they had not been;
- 24 (e) the violations hindered them from determining the amounts of minimum,
25 overtime, meal period premium, and rest period premium owed to them;
- 26 (f) in connection with their employment before and during this action, and in
27 connection with prosecuting this action, the violations caused them to have
28 to perform mathematical computations to determine the amounts of wages



owed to them, computations they would not have to make if the wage statements contained the required accurate information;

(g) by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e), including actual damages.

CLASS ACTION ALLEGATIONS

21. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

22. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

23. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly, non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

24. At all material times, Plaintiff was a member of the Class.

25. Plaintiff undertakes this concerted activity to improve the wages and working conditions of all Class Members.

26. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical.



1 The membership of the entire Class is unknown to Plaintiff at this time,
2 however, the Class is estimated to be greater than 100 individuals and the
3 identity of such membership is readily ascertainable by inspection of
4 Defendants' records.

5 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
6 the interests of each Class Member with whom there is a shared, well-
7 defined community of interest, and Plaintiff's claims (or defenses, if any)
8 are typical of all Class Members' claims as demonstrated herein.

9 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
10 the interests of each Class Member with whom there is a shared, well-
11 defined community of interest and typicality of claims, as demonstrated
12 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
13 Member. Plaintiff's attorneys, the proposed class counsel, are versed in
14 the rules governing class action discovery, certification, and settlement.
15 Plaintiff has incurred, and throughout the duration of this action, will
16 continue to incur costs and attorneys' fees that have been, are, and will be
17 necessarily expended for the prosecution of this action for the substantial
18 benefit of each class member.

19 (d) Superiority: A Class Action is superior to other available methods for the
20 fair and efficient adjudication of the controversy, including consideration
21 of:

- 22 1) The interests of the members of the Class in individually
- 23 controlling the prosecution or defense of separate actions;
- 24 2) The extent and nature of any litigation concerning the controversy
- 25 already commenced by or against members of the Class;
- 26 3) The desirability or undesirability of concentrating the litigation of
- 27 the claims in the particular forum; and
- 28 4) The difficulties likely to be encountered in the management of a

class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

27. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum wages, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to promptly pay all wages due to Class Members upon their discharge or resignation;
- (e) Failed to maintain accurate records of all hours Class Members worked, and all meal periods Class Members took or missed;
- (f) Failed to reimburse Class Members for all necessary business expenses; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

1 28. This Court should permit this action to be maintained as a class action pursuant to
2 California Code of Civil Procedure § 382 because:

- 3 (a) The questions of law and fact common to the Class predominate over any
4 question affecting only individual members;
- 5 (b) A class action is superior to any other available method for the fair and
6 efficient adjudication of the claims of the members of the Class;
- 7 (c) The members of the Class are so numerous that it is impractical to bring all
8 members of the class before the Court;
- 9 (d) Plaintiff, and the other members of the Class, will not be able to obtain
10 effective and economic legal redress unless the action is maintained as a
11 class action;
- 12 (e) There is a community of interest in obtaining appropriate legal and
13 equitable relief for the statutory violations, and in obtaining adequate
14 compensation for the damages and injuries for which Defendants are
15 responsible in an amount sufficient to adequately compensate the members
16 of the Class for the injuries sustained;
- 17 (f) Without class certification, the prosecution of separate actions by
18 individual members of the class would create a risk of:
- 19 1) Inconsistent or varying adjudications with respect to individual
20 members of the Class which would establish incompatible standards
21 of conduct for Defendants; and/or
- 22 2) Adjudications with respect to the individual members which would,
23 as a practical matter, be dispositive of the interests of other
24 members not parties to the adjudications, or would substantially
25 impair or impede their ability to protect their interests, including but
26 not limited to the potential for exhausting the funds available from
27 those parties who are, or may be, responsible Defendants; and,
- 28 (g) Defendants have acted or refused to act on grounds generally applicable to



1 the Class, thereby making final injunctive relief appropriate with respect to
2 the class as a whole.

3 29. Plaintiff contemplates the eventual issuance of notice to the proposed members of
4 the Class that would set forth the subject and nature of the instant action. The Defendants' own
5 business records may be utilized for assistance in the preparation and issuance of the
6 contemplated notices. To the extent that any further notices may be required, Plaintiff would
7 contemplate the use of additional techniques and forms commonly used in class actions, such as
8 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
9 other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

10 **FIRST CAUSE OF ACTION**

11 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

12 30. Plaintiff incorporates by reference and re-alleges as if fully stated herein
13 paragraphs 1 through 20 in this Complaint.

14 31. "Hours worked" is the time during which an employee is subject to the control of
15 an employer, and includes all the time the employee is suffered or permitted to work, whether or
16 not required to do so.

17 32. At all relevant times herein mentioned, Defendants knowingly failed to pay to
18 Plaintiff and the Class compensation for all hours they worked. By their failure to pay
19 compensation for each hour worked as alleged above, Defendants willfully violated the
20 provisions of Section 1194 of the California Labor Code, and any additional applicable Wage
21 Orders, which require such compensation to non-exempt employees.

22 33. Accordingly, Plaintiff and the Class are entitled to recover minimum wages for all
23 non-overtime hours worked for Defendants.

24 34. By and through the conduct described above, Plaintiff and the Class have been
25 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

26 35. By virtue of the Defendants' unlawful failure to pay additional compensation to
27 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
28 suffered, and will continue to suffer, damages in amounts which are presently unknown to



1 Plaintiff and the Class, but which exceed the jurisdictional minimum of this Court, and which
2 will be ascertained according to proof at trial.

3 36. By failing to keep adequate time records required by California Labor Code §
4 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage
5 compensation due Plaintiff and the Class.

6 37. Pursuant to California Labor Code section 1194.2, Plaintiff and the Class are
7 entitled to recover liquidated damages (double damages) for Defendants' failure to pay
8 minimum wages.

9 38. California Labor Code section 204 requires employers to provide employees with
10 all wages due and payable twice a month. Throughout the statute of limitations period
11 applicable to this cause of action, Plaintiff and the Class were entitled to be paid twice a month
12 at rates required by law, including minimum wages. However, during all such times,
13 Defendants systematically failed and refused to pay Plaintiff and the Class all such wages due,
14 and failed to pay those wages twice a month.

15 39. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum
16 wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
17 218.5, 218.6, and 1194(a).

18 **SECOND CAUSE OF ACTION**

19 **(Against all Defendants for Failure to Pay Overtime Wages)**

20 40. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20 in this Complaint.

22 41. California Labor Code § 510 provides that employees in California shall not be
23 employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless
24 they receive additional compensation beyond their regular wages in amounts specified by law.

25 42. California Labor Code §§ 1194 and 1198 provide that employees in California
26 shall not be employed more than eight hours in any workday unless they receive additional
27 compensation beyond their regular wages in amounts specified by law. Additionally, California
28 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed



1 by the Industrial Welfare Commission is unlawful.

2 43. At all times relevant hereto, Plaintiff and the Class have worked more than eight
3 hours in a workday, as employees of Defendants.

4 44. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
5 overtime compensation for the hours they have worked in excess of the maximum hours
6 permissible by law as required by California Labor Code § 510 and 1198. Plaintiff and the
7 Class are regularly required to work overtime hours.

8 45. By virtue of Defendants' unlawful failure to pay additional premium rate
9 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the
10 Class have suffered, and will continue to suffer, damages in amounts which are presently
11 unknown to them but which exceed the jurisdictional minimum of this Court and which will be
12 ascertained according to proof at trial.

13 46. By failing to keep adequate time records required by Labor Code § 1174(d),
14 Defendants have made it difficult to calculate the full extent of overtime compensation due to
15 Plaintiff and the Class.

16 47. Plaintiff and the Class also request recovery of overtime compensation according
17 to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
18 as the assessment of any statutory penalties against Defendants, in a sum as provided by the
19 California Labor Code and/or other statutes.

20 48. California Labor Code § 204 requires employers to provide employees with all
21 wages due and payable twice a month. The Wage Orders also provide that every employer shall
22 pay to each employee, on the established payday for the period involved, overtime wages for all
23 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the
24 Class with all compensation due, in violation of California Labor Code § 204.

25 **THIRD CAUSE OF ACTION**

26 **(Against All Defendants for Failure to Provide Meal Periods)**

27 49. Plaintiff incorporates by reference and re-alleges as if fully stated herein
28 paragraphs 1 through 20 in this Complaint.

1 50. Under California law, Defendants have an affirmative obligation to relieve the
2 Plaintiff and the Class of all duty in order to take their first daily meal periods no later than the
3 start of Plaintiff and the Class' sixth hour of work in a workday, and to take their second meal
4 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the
5 California Labor Code, and Section 11 of the applicable Wage Orders require that an employer
6 provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a
7 violation of Section 226.7 of the California Labor Code for an employer to require any
8 employee to work during any meal period mandated under any Wage Order.

9 51. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
10 and the Class with both meal periods as required by California law. By their failure to permit
11 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
12 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
13 Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and
14 the applicable Wage Orders.

15 52. Under California law, Plaintiff and the Class are entitled to be paid one hour of
16 additional wages at the regular rate of pay for each workday he or she was not provided with all
17 required meal period(s), plus interest thereon.

18 **FOURTH CAUSE OF ACTION**

19 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

20 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein
21 paragraphs 1 through 20 in this Complaint.

22 54. Defendants are required by California law to authorize and permit breaks of net 10
23 uninterrupted minutes for each four hours of work or major fraction thereof (i.e. more than two
24 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the
25 employer permit and authorize all employees to take paid rest periods of 10 minutes each for
26 each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten
27 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
28 required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of



1 the California Labor Code for an employer to require any employee to work during any rest
2 period mandated under any Wage Order.

3 55. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
4 Class to take rest breaks, regardless of whether employees worked more than 4 hours in a
5 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
6 alleged above (or due to the fact that Defendants made it impossible or impracticable to take
7 these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7
8 of the California Labor Code and the applicable Wage Orders.

9 56. Under California law, Plaintiff and the Class are entitled to be paid one hour of
10 additional wages at the regular rate of pay for each workday he or she was not provided with all
11 required rest break(s), plus interest thereon.

12 **FIFTH CAUSE OF ACTION**

13 **(Against All Defendants for Failure to Indemnify Necessary Business Expenses)**

14 57. Plaintiff incorporates by reference and re-alleges as if fully stated herein
15 paragraphs 1 through 20 in this Complaint.

16 58. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by
17 failing to pay and indemnify the Plaintiff and the Class for their necessary expenditures and
18 losses incurred in direct consequence of the discharge of their duties or of their obedience to
19 directions of Defendants.

20 59. As a result, Plaintiff and the Class were damaged at least in the amounts of the
21 expenses they paid, or which were deducted by Defendants from their wages.

22 60. Plaintiff and the class they represent are entitled to attorney's fees, expenses, and
23 costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
24 2802(b).

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SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 20 in this Complaint.

62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

63. Within the applicable statute of limitations, the employment of Plaintiff and many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

64. Defendants' failure to pay Plaintiff and those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

65. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

66. Plaintiff and the Class are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

1 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff and the
2 Class are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
3 incurred in this action.

4 **SEVENTH CAUSE OF ACTION**

5 **(Against all Defendants for Failure to Provide and Maintain Accurate and**
6 **Compliant Wage Records)**

7 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein
8 paragraphs 1 through 20 in this Complaint.

9 69. At all material times set forth herein, California Labor Code § 226(a) provides that
10 every employer shall furnish each of his or her employees an accurate itemized wage statement
11 in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours
12 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
13 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions
14 made on written orders of the employee may be aggregated and shown as one item, (5) net
15 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name
16 of the employee and the last four digits of his or her social security number or an employee
17 identification number other than a social security number, (8) the name and address of the legal
18 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and
19 the corresponding number of hours worked at each hourly rate by the employee.

20 70. Defendants have intentionally and willfully failed to provide employees with
21 complete and accurate wage statements. The deficiencies include, among other things, the
22 failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list
23 the true "total hours worked by the employee," and the failure to list the true net wages earned.

24 71. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
25 and the Class have suffered injury and damage to their statutorily-protected rights.

26 72. Specifically, Plaintiff and the members of the Class have been injured by
27 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
28 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage



1 statements under California Labor Code § 226(a).

2 73. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
3 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
4 a result of having to bring this action to attempt to obtain correct wage information following
5 Defendants' refusal to comply with many of the mandates of California's Labor Code and
6 related laws and regulations.

7 74. Plaintiff and the Class are entitled to recover from Defendants their actual
8 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

9 75. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
10 attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
11 Code § 226(h).

12 **EIGHTH CAUSE OF ACTION**

13 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200,**
14 **et seq.)**

15 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein
16 paragraphs 1 through 20 in this Complaint.

17 77. Defendants, and each of them, are "persons" as defined under California Business
18 & Professions Code § 17201.

19 78. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
20 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff
21 seeks to enforce important rights affecting the public interest within the meaning of Code of
22 Civil Procedure § 1021.5.

23 79. Defendants' activities, as alleged herein, are violations of California law, and
24 constitute unlawful business acts and practices in violation of California Business & Professions
25 Code §§ 17200, *et seq.*

26 80. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
27 predicated on the violation of any state or federal law. All of the acts described herein as
28 violations of, among other things, the California Labor Code, are unlawful and in violation of

1 public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous,
2 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
3 California Business & Professions Code §§ 17200, *et seq.*

4 **Failure to Pay Minimum Wages**

5 81. Defendants' failure to pay minimum wages, and other benefits in violation of the
6 California Labor Code constitutes unlawful and/or unfair activity prohibited by California
7 Business & Professions Code §§ 17200, *et seq.*

8 **Failure to Pay Overtime Wages**

9 82. Defendants' failure to pay overtime compensation and other benefits in violation
10 of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity
11 prohibited by California Business & Professions Code §§ 17200, *et seq.*

12 **Failure to Maintain Accurate Records of All Hours Worked**

13 83. Defendants' failure to maintain accurate records of all hours worked in accordance
14 with California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or
15 unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

16 **Failure to Provide Meal Periods**

17 84. Defendants' failure to provide meal periods in accordance with California Labor
18 Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful
19 and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

20 **Failure to Authorize and Permit Rest Periods**

21 85. Defendants' failure to authorize and permit rest periods in accordance with
22 California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes
23 unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

24 **Failure to Indemnify Necessary Business Expenses**

25 86. Defendants' failure to indemnify employees for necessary business expenses in
26 accordance with California Labor Code § 2802 and the IWC Wage Orders, as alleged above,
27 constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§
28 17200, *et seq.*



Failure to Provide Accurate Itemized Wage Statements

87. Defendants' failure to provide accurate itemized wage statements in accordance with California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

88. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

89. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

90. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

91. Plaintiff, individually, and on behalf of members of the putative class, are further entitled to and do seek a declaration that the above described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

92. Plaintiff, individually, and on behalf of members of the putative class, have no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.



93. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

PRAYER FOR RELIEF

Class Certification

2. That Plaintiff be appointed as the representative of the Class; and

As to the First Cause of Action

5. For general unpaid wages as may be appropriate;

7. For liquidated damages;



1 9. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Second Cause of Action

3 10. That the Court declare, adjudge and decree that Defendants violated California
4 Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
5 overtime wages due;

6 11. For general unpaid wages at overtime wage rates as may be appropriate;

7 12. For pre-judgment interest on any unpaid overtime compensation commencing
8 from the date such amounts were due;

9 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
10 California Labor Code § 1194(a); and,

11 14. For such other and further relief as the Court may deem equitable and appropriate.

12 As to the Third Cause of Action

13 15. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

15 16. For unpaid meal period premium wages as may be appropriate;

16 17. For pre-judgment interest on any unpaid compensation commencing from the date
17 such amounts were due;

18 18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
19 and for costs of suit incurred herein; and

20 19. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Fourth Cause of Action

22 20. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

24 21. For unpaid rest period premium wages as may be appropriate;

25 22. For pre-judgment interest on any unpaid compensation commencing from the date
26 such amounts were due;

27 23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
28 and for costs of suit incurred herein; and



1 24. For such other and further relief as the Court may deem equitable and appropriate.

2 As to the Fifth Cause of Action

3 25. That the Court declare, adjudge and decree that Defendants violated Labor Code §
4 2802 and the IWC Wage Orders;

5 26. For general unpaid wages and reimbursement of business expenses as may be
6 appropriate;

7 27. For pre-judgment interest on any unpaid compensation commencing from the date
8 such amounts were due;

9 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

10 29. For such other and further relief as the Court may deem equitable and appropriate.

11 As to the Sixth Cause of Action

12 30. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time
14 of termination of the employment;

15 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
16 employees who have left Defendants' employ;

17 32. For pre-judgment interest on any unpaid wages from the date such amounts were
18 due;

19 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

20 34. For such other and further relief as the Court may deem equitable and appropriate.

21 As to the Seventh Cause of Action

22 35. That the Court declare, adjudge and decree that Defendants violated the record
23 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
24 willfully failed to provide accurate itemized wage statements thereto;

25 36. For penalties and actual damages pursuant to California Labor Code § 226(e);

26 37. For injunctive relief to ensure compliance with this section, pursuant to California
27 Labor Code § 226(h);

28 38. For reasonable attorneys' fees and for costs of suit incurred herein; and



39. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

40. That the Court declare, adjudge and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked (including minimum and overtime wages), failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, and failing to maintain accurate records of all hours worked and meal periods, failing to furnish accurate wage statements, and failing to indemnify necessary business expenses;

41. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

42. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

44. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

45. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

46. For any additional relief that the Court deems just and proper.

Dated: June 7, 2024

Respectfully submitted,

THE SENTINEL FIRM, APC

By:



Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff



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DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: June 7, 2024

THE SENTINEL FIRM, APC



By:

Seung L. Yang
Tiffany Hyun
Attorneys for Plaintiff