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Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX104

Attorneys for Plaintiff GEORGE URENO,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

GEORGE URENO, on behalf of himself and
current and former aggrieved employees

Plaintiff,

vs.

WEST COAST ALL-PRO, LLC; and DOES 1 to
100, inclusive,

Defendants.

Case No.: 30-2024-01429001-CU-OE-CXC

PAGA ACTION

**PLAINTIFF GEORGE URENO'S
COMPLAINT FOR:**

- CIVIL PENALTIES PURSUANT
TO THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004
("PAGA"), LABOR CODE
SECTIONS 2698, ET SEQ.**

COMES NOW Plaintiff GEORGE URENO ("Plaintiff"), who alleges and complains on information and belief except as to those allegations relating to plaintiff himself/herself, which are asserted on personal knowledge, against Defendants WEST COAST ALL-PRO, LLC; and DOES 1 to 100, inclusive (collectively "Defendants") as follows:

I. INTRODUCTION

1. This is a Private Attorneys General Act of 2004, Labor Code §§ 2698, *et seq.* ("PAGA") representative action brought by Plaintiff on behalf of the State of California, himself/herself and other current and former aggrieved employees of Defendants who worked as hourly non-exempt employees in California during the relevant time period seeking civil penalties associated with Defendants' violation of the Labor Code based on Defendants' failure to provide all legally required and legally compliant meal and rest periods, indemnification for all necessary expenditures or losses incurred by employees in direct consequence of discharging their duties, failure to timely pay earned wages during employment, failure to provide complete and accurate wage statements, failure to timely pay all unpaid wages following separation of employment. Plaintiff seeks on a representative basis, following notice to the Labor and Workforce Development Agency, civil penalties, reasonable attorneys' fees pursuant to Labor Code section 2699(g)(1) and costs brought on behalf of Plaintiff, the State of California, and others aggrieved.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over the claims of Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees because Plaintiff's lawsuit seeks civil penalties on behalf of himself/herself, all other current and former aggrieved California-based hourly non-exempt employees, and the State of California in excess of thirty-five thousand dollars (\$35,000); Defendants employed Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees; and the injuries to Plaintiff and all other current and former aggrieved California-based hourly non-exempt employees occurred in locations throughout California, including but not limited to Orange County, at 6411 Beach Boulevard Buena Park, CA 90621.

1 **III. PARTIES**

2 3. Plaintiff brings this action as a representative of the Labor and Workforce
3 Development Agency on behalf of himself/herself and other current and former employees subject
4 to violations of the Labor Code. The named Plaintiff and the persons on whose behalf this action
5 is filed include current, former and/or future employees of Defendants who work, worked, or will
6 work for Defendants as direct employees as well as temporary employees employed through temp
7 agencies as hourly non-exempt employees in California. At all times mentioned herein, the
8 currently named Plaintiff is and was domiciled and a resident and citizen of California and was
9 employed by Defendants in an hourly position at Defendants' location in Orange County from
10 approximately April 16, 2024 until on or about now.

11 4. Defendant WEST COAST ALL-PRO, LLC is authorized to do business within the
12 State of California and is doing business in the State of California and/or that Defendants DOES
13 1-50 are, and at all times relevant hereto were persons acting on behalf of Defendant WEST
14 COAST ALL-PRO, LLC in the establishment of, or ratification of, the aforementioned illegal
15 wage and hour practices or policies. Defendant WEST COAST ALL-PRO, LLC operates in
16 Orange County and employed Plaintiff and aggrieved employees in Orange County, including but
17 not limited to, at 6411 Beach Boulevard Buena Park, CA 90621.

18 5. Defendants DOES 1 through 50 are corporations or other business entities or
19 organizations of a nature unknown to Plaintiff that employed Plaintiff and aggrieved California
20 non-exempt employees, permitted Plaintiff and aggrieved employees to work, and exercised
21 control over the wages, hours and working conditions of employment of Plaintiff and aggrieved
22 employees.

23 6. Defendants DOES 51 through 100 are individuals unknown to Plaintiff. Each
24 Defendant is sued individually and in their capacity as an agent, shareholder, owner,
25 representative, manager, supervisor, independent contractor and/or employee of each defendant
26 who violated or caused to be violated the minimum wage and overtime provisions of the Labor
27 Code and/or any provision of the Industrial Welfare Commission's wage orders regulating hours
28 and days of work.

7. Plaintiff is unaware of the true names of Defendants DOES 1 through 100. Plaintiff sues said defendants by said fictitious names and will amend this complaint when the true names and capacities are ascertained or when such facts pertaining to liability are ascertained, or as permitted by law or by the Court. Each fictitiously named defendant is in some manner responsible for the events and allegations set forth in this complaint.

8. Plaintiff makes the allegations in this complaint without any admission that, as to any particular allegation, Plaintiff bears the burden of pleading, proving, or persuading and Plaintiff reserves all of Plaintiff's right to plead in the alternative.

FIRST CAUSE OF ACTION

**CIVIL PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT OF
2004, LABOR CODE SECTIONS 2698, ET SEQ.**

**(Against all Defendants by Plaintiff on behalf of Themselves, the State of California, and
Other Current and Former Aggrieved Employees)**

9. Plaintiff incorporates by reference and re-alleges each and every allegation contained in this pleading as though fully set forth herein.

10. During Plaintiff's employment and continuing through the present, Plaintiff alleges Defendants violated Labor Code sections 201, 202, 203, 204, 223, 226, 226 , 512, 2802, and the applicable Wage Orders.

11. Specifically, Defendants have committed the following violations of California Labor Code:

12. **Failure to pay wages to hourly non-exempt employees for workdays that Defendants failed to provide legally required and compliant meal periods:** Plaintiff and other current and former aggrieved California-based hourly non-exempt employees regularly worked shifts of more than five (5) hours in length and shifts of more than ten (10) hours in length.

13. California law requires an employer to authorize or permit an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512, and 1198; Wage Order 4 at § 11;

1 *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not
2 employ an employee for a work period of more than ten (10) hours per day without providing the
3 employee with a second such meal period of not less than thirty (30) minutes prior to the start of
4 the eleventh hour of work. *Id.* If the employee is not relieved of all duty during a meal period, the
5 meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on
6 duty” meal period is only permitted when: (1) the nature of the work prevents an employee from
7 being relieved of all duty; and (2) the parties have a written agreement agreeing to on-duty meal
8 periods.

9
10 14. If an employer fails to provide an employee a meal period in accordance with the
11 law, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of pay
12 for each workday that a legally required and compliant meal period was not provided. Labor Code
13 §§ 226.7 and 1198; Wage Order 4 at § 11.

14 15. In this case, Defendants failed to authorize or permit legally required and compliant
15 meal periods to Plaintiff and other current and former aggrieved California-based hourly non-
16 exempt employees due to Defendants’ policies, practices, and/or procedures, including but not
17 limited to,

18 (a) Failing to provide Plaintiff and other current and former aggrieved California-based
19 hourly non-exempt employees a second uninterrupted duty-free meal period of no less than thirty
20 (30) minutes for each workday that Plaintiff and other current and former aggrieved California-
21 based hourly non-exempt employees work shifts over ten (10) hours.

22 16. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
23 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
24 based hourly non-exempt employees one (1) hour of pay at their regular rate of pay for each
25 workday that Plaintiff and/or other current and former aggrieved California-based hourly non-
26 exempt employees did not receive legally required and compliant meal periods, in violation of
27 Labor Code section 226.7.

28 17. Defendants’ foregoing policies, practices, and/or procedures resulted in Plaintiff
and/or other current and former aggrieved California-based hourly non-exempt employees not

1 receiving wages to compensate them for workdays during which Defendants did not provide them
2 with meal periods in compliance with California law.

3
4 **18. Failure to pay wages to hourly non-exempt employees for workdays that**
5 **Defendants failed to provide legally required and compliant rest periods:** Plaintiff and other
6 current and former aggrieved California-based hourly non-exempt employees regularly worked
7 shifts of more than three-and-a-half (3.5) hours.

8
9 19. California law requires every employer to authorize and permit an employee a rest
10 period of ten (10) net minutes for every four (4) hours worked or major fraction thereof. Labor
11 Code § 226.7; Wage Order 4 at § 12. Under California law, “[e]mployees are entitled to 10
12 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more
13 than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so
14 on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code
15 § 226.7; Wage Order 4 at § 12. Rest periods, insofar as practicable, shall be in the middle of each
16 work period. Wage Order 4 at § 12. Additionally, the rest period requirement “obligates
17 employers to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM*
18 *Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. That is, during rest periods employers must
19 relieve employees of all duties and relinquish control over how employees spend their time. *Id.*

20
21 20. If the employer fails to authorize or permit a required rest period, the employer
22 must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday
23 the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage
24 Order 4 at § 12.

25
26 21. In this case, Defendants failed to authorize or permit all legally required and
27 compliant rest periods to Plaintiff and other current and former aggrieved California-based hourly
28 non-exempt employees due to Defendants’ policies, practices, and/or procedures including, but not
limited to,

(a) Failing to compensate Plaintiff and other current and former aggrieved California-
based hourly non-exempt employees for statutorily required rest breaks by combining Plaintiff’s
and other current and former aggrieved California-based hourly non-exempt employees’ rest

1 breaks into an unpaid meal period.

2 (b) Failing to provide Plaintiff and other current and former aggrieved California-based
3 hourly non-exempt employees a third uninterrupted duty-free rest period of no less than ten (10)
4 net minutes on each workday that Plaintiff and other current and former aggrieved California-
5 based hourly non-exempt employees work shifts over ten (10) hours.

6 22. Additionally, Plaintiff alleges that Defendants maintained a policy, practice, and/or
7 procedure of failing to compensate Plaintiff and other current and former aggrieved California-
8 based hourly non-exempt employees with one (1) hour of pay at their regular rate of pay for each
9 workday they did not receive legally required and compliant rest periods, in violation of Labor
10 Code section 226.7.

11 23. Defendants' foregoing policies, practices, and/or procedures resulted in Plaintiff
12 and other current and former aggrieved California-based hourly non-exempt employees not
13 receiving wages to compensate them for workdays in which Defendants did not provide them with
14 rest periods in compliance with California law.

15 24. **Failure to Indemnify for Losses and Expenditures Incurred as Part of**
16 **Employment:** California law requires that every employer must indemnify its employees for all
17 necessary expenditures or losses incurred by the employee in discharge of his or her duties or at
18 the obedience of the directions of the employer. Moreover, an employer is prohibited from passing
19 the ordinary business expenses and losses of the employer onto the employee. (Lab. Code, §
20 2802.)

21 25. Defendants violated Labor Code Section 2802 by failing to indemnify Plaintiff and
22 other current and former aggrieved California-based non-exempt hourly employees' necessary
23 expenditures they incurred in the discharge of their duties. Specifically, Defendants employed a
24 policy, practice, and procedure included, but were not limited to,

25 (a) requiring Plaintiff and other current and former aggrieved California-based hourly
26 non-exempt employees to use or purchase their own tools and/or resources to work for
27 Defendants, including but not limited to their cell phone (including both telephone use and cellular
28 data use) for work-related purposes - without always reimbursing Plaintiff and other current and

1 former aggrieved California-based hourly non-exempt employees for such use.

2 26. Moreover, Defendants employed policies and procedures which ensured Plaintiff
3 and aggrieved employees would not receive indemnification for their employment related
4 expenses. This practice resulted in Plaintiff and aggrieved employees not receiving such
5 indemnification in compliance with California law.

6 27. Therefore, Defendants are liable to Plaintiff and aggrieved employees for their
7 employment related expenses, including but not limited to costs related to use of their personal
8 cell phones and costs associated with their uniforms pursuant to Labor Code section 2802.

9 28. **Failure to timely pay earned wages during employment:** In California, wages
10 must be paid at least twice during each calendar month on days designated in advance by the
11 employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned
12 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
13 and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of
14 any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other
15 payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid within
16 seven (7) calendar days following the close of the payroll period in which wages were earned.
17 Labor Code § 204(d).

18 29. As a derivative of Plaintiff's claims above, Plaintiff alleges that Defendants failed
19 to timely pay Plaintiff and other current and former aggrieved California-based hourly non-exempt
20 employees their earned wages (including meal period premium wages and/or rest period premium
21 wages), in violation of Labor Code section 204. Defendants' aforementioned policies, practices,
22 and/or procedures resulted in their failure to pay Plaintiff and other current and former aggrieved
23 California-based hourly non-exempt employees their earned wages within the applicable time
24 frames outlined in Labor Code section 204.

25 30. **Secret payment of lower wages than designated by statute:** Labor Code section
26 223 provides that, where any statute or contract requires an employer to maintain the designated
27 wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage
28 designated by statute or contract. By engaging in the unlawful conduct alleged herein, including

1 by failing to: pay overtime wages at the applicable legal overtime rate, meal break premiums and
2 lawful sick pay at the employees' regular rate of pay, as established by Labor Code sections 226.7,
3 246, 510, 1194 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by
4 Labor Code section 1198, Defendants secretly paid a lower wage than designated by statute while
5 purporting to pay the wages designated by statute, in violation of Labor Code section 223.

6
7 31. **Failure to provide complete and accurate wage statements:** Labor Code section
8 226, subdivision (a). Labor Code section 226(a) provides, *inter alia*, that, upon paying an
9 employee his or her wages, the employer must "furnish each of his or her employees ... an
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, except for any employee whose compensation is solely based on a salary and who is
12 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
13 the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable
14 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all
15 deductions made on written orders of the employee may be aggregated and shown as one item, (5)
16 net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the
17 name of the employee and his or her 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 32. As a derivative of Plaintiff's allegations above, Defendants' failure to pay Plaintiff
21 and other current and former aggrieved California-based hourly non-exempt employees all wages
22 earned (including meal period premium wages, and/or rest period premium wages) rendered
23 Plaintiff's and other current and former aggrieved California-based hourly non-exempt employees'
24 wage statements inaccurate, in violation of Labor Code section 226(a)(1, 2, 5 & 9).

25 33. **Failure to pay employees all wages due at time of termination/resignation:** An
26 employer is required to pay all unpaid wages timely after an employee's employment ends. The
27 wages are due immediately upon termination (Labor Code section 201) or within seventy-two (72)
28 hours of resignation (Labor Code section 202).

34. As a derivative of Plaintiff's allegations above, because Defendants failed to pay

1 Plaintiff and other current and former aggrieved California-based hourly non-exempt employees
2 all of their earned wages (including meal period premium wages, and/or rest period premium
3 wages), Defendants failed to pay those employees timely after each employee's termination and/or
4 resignation, in violation of Labor Code sections 201, 202, and 203.

5 35. Labor Code sections 2699, subdivisions (a) and (g), authorize an aggrieved
6 employee, on behalf of himself or herself and other current or former employees, to bring a civil
7 action to recover civil penalties against all Defendants pursuant to the procedures specified in
8 Labor Code section 2699.3.

9 36. Plaintiff has complied with the procedures for bringing suit specified in Labor
10 Code section 2699.3. On July 25, 2024, Plaintiff filed a PAGA Claim Notice with the LWDA and
11 provided notice to Defendants by certified mail which provided notice of the specific provisions of
12 the Labor Code alleged to have been violated, including the facts and theories to support the
13 violations alleged.

14 37. Pursuant to Labor Code section 2699.3, the LWDA must give written notice by
15 certified mail to the parties that it intends to investigate the alleged violations of the Labor Code
16 within 60 days of the date of the complainant's written notice. The LWDA failed to provide the
17 parties notice within 65 days of the date of Plaintiff's PAGA Claim Notice that the LWDA intends
18 to investigate Plaintiff's claims.

19 38. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff is entitled to recover civil
20 penalties for Defendants' violations of Labor Code sections 201, 202, 203, 204, 223, 226(a),
21 226.7, and 512, During Plaintiff's employment and continuing through the present, preceding
22 Plaintiff sending the initial PAGA Claim Notice to the LWDA to the present, in the following
23 amounts:

24 a. For violations of Labor Code sections 201, 202, 203, 226(a), 226.7, and
25 2802; one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
27 subsequent violation [penalty amounts established by Labor Code section 2699(f)(2)].

28 b. For violations of Labor Code section 226(a), alternatively, two hundred

1 fifty dollars (\$250) for each employee for each pay period for the initial violation, and one
2 thousand dollars (\$1,000) for each subsequent violation, for each underpaid employee for each pay
3 period [penalty amounts established by Labor Code section 226.3].

4 c. For violations of Labor Code section 510 and 512, fifty dollars (\$50) for
5 each employee for each pay period for the initial violation, and one hundred dollars (\$100) for
6 each subsequent violation, for each underpaid employee for each pay period [penalty amounts
7 established by Labor Code section 558].

8 d. For violations of Labor Code section 204, one hundred dollars (\$100) for
9 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
10 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
11 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
12 section 210].

13 e. For violations of Labor Code section 223, one hundred dollars (\$100) for
14 each failure to pay each employee in any initial violation, and two hundred dollars (\$200) for each
15 subsequent violation, or any willful or intentional violation, for each failure to pay each employee,
16 plus 25 percent of the amount unlawfully withheld [penalty amounts established by Labor Code
17 section 225.5].

18 39. Pursuant to Labor Code section 2699(g), Plaintiff is entitled to an award of
19 reasonable attorneys' fees and costs in connection with his/her claims for civil penalties.

20 **PRAYER FOR RELIEF**

21 **WHEREFORE, PLAINTIFF, ON BEHALF OF HIMSELF/HERSELF AND ON OTHER**
22 **AGGRIEVED EMPLOYEES, PRAYS AS FOLLOWS:**

23 **ON THE FIRST CAUSE OF ACTION:**

24 1. That Defendants be found to have violated the provisions of the Labor Code and
25 the IWC Wages Orders as to the Plaintiff and aggrieved employees;

26 2. For any and all legally applicable penalties during the relevant statute of limitations
27 subject to any permissible tolling, including but not limited to those recoverable under the
28 California Labor Code, including but not limited to sections 210, 225.5, 226.3, 558, 2699(f);

1 3. For attorneys' fees and costs of suit, including but not limited to those recoverable
2 under California Labor Code section 2699(g); and

3 4. For such and other further relief, in law and/or equity, as the Court deems just or
4 appropriate.
5

6 Dated: September 30, 2024

Respectfully submitted,
LAVI & EBRAHIMIAN, LLP

8
9 By:



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