

Bardia Aaron Akhavan, Esq. (State Bar No. 316493)  
Bardia@baalaw.com  
**AKHAVAN & ASSOCIATES**  
15760 Ventura Boulevard, Suite 1720  
Encino, California 91436  
Phone: (855) 463-4733

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
9/30/2024 12:00 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By Y. Ayala, Deputy Clerk

Navid Barahmand, Esq. (State Bar No. 340934)  
navid@barahmandlaw.com  
**BARAHMAND LAW GROUP**  
7324 Sepulveda Boulevard, Suite B  
Van Nuys, California 91405  
Phone: (818) 574-3355

Attorneys for Plaintiff and the Aggrieved Employees

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

ALBERT A. AVALOS, individually and on  
behalf of all similarly situated individuals,

Plaintiffs,

v.

GEORGE ELECTRIC COMPANY, a  
California Corporation;  
and DOES 1-10, inclusive;

Defendants.

Case No.: **24STCV25162**

**REPRESENTATIVE COMPLAINT FOR:**

**1) PAGA Penalties (Labor Code §§ 2698,  
et seq.)**

1 Plaintiff Albert A. Avalos, on behalf of the State of California, solely in his  
2 representative capacity as a private attorney general under the Private Attorney General Act of  
3 2004, Labor Code § 2699, *et seq.* (“PAGA”), hereby brings this action on behalf of all  
4 “aggrieved employees” and alleges as follows, by and through his counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state  
7 Labor and Workforce Development Agency, to bring a civil action against an employer on  
8 behalf of himself or herself and other current or former employees to recover civil penalties for  
9 Labor Code violations they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal.  
10 2023).

11 2. “PAGA is designed primarily to benefit the general public, not the party bringing the  
12 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement  
13 action. The government entity on whose behalf the plaintiff files suit is the real party in interest.”  
14 *Id.* PAGA’s default civil penalties are thus calculated to punish the employer’ for wrongdoing  
15 and to deter violations rather than “compensate employees for actual losses incurred.” *Id.*

16 3. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc.*,  
17 No. B326759, at \*1 (Cal. Ct. App. Mar. 20, 2024), Mr. Avalos does not bring suit in his  
18 individual capacity and does not seek to recover anything through this suit other than civil  
19 penalties as permitted under PAGA—he brings this action solely in his representative capacity  
20 under the PAGA, on behalf of the State of California, the public, and all aggrieved employees of  
21 GEC.

22 4. To the extent that statutory violations are mentioned for wage violations, Mr. Avalos  
23 does not seek underlying general and/or special damages for those violations, but only references  
24 those predicate violations as part of the State’s claim for civil penalties under PAGA.

25 5. Nothing in this complaint is—or should be construed—as an attempt to seek any  
26 relief that would not be available in a PAGA-only proceeding.  
27  
28

1 **THE PARTIES**

2 6. Plaintiff Albert A. Avalos (“Mr. Avalos”) is a resident of the County of Los Angeles  
3 in the State of California. Plaintiff was employed as an hourly, non-exempt employee of  
4 Defendants from on or around June 10, 2024 to on or around July 18, 2024.

5 7. Defendant George Electric Company (“GEC”) is a California Corporation with its  
6 principal place of business at 19145 Parthenia St., Unit A; Northridge, California 91324. Upon  
7 information and belief, GEC employs at least 50 employees.

8 8. The true names and capacities of the defendants named herein as Does 1 through 10,  
9 inclusive (collectively with GEC, “Defendants”), are unknown to Plaintiff at this time.  
10 Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California  
11 Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a  
12 California resident and/or does substantial business in the State of California. At all relevant  
13 times, Does 1 through 10 were acting within the course and scope of their employment and  
14 agency with Defendants. Plaintiff is informed and believes that each Doe Defendant is  
15 responsible for the injuries and damages alleged herein. Plaintiff will amend this complaint to  
16 reflect Does 1 through 10’s true names and capacities when they have been determined.

17 9. Except as otherwise noted herein, Defendants participated in the acts alleged herein  
18 and/or were the agents, servants, employees, or representatives of the other Defendants. At all  
19 times relevant to this complaint, Defendants were acting within the course, scope, and authority  
20 of their agency and employment such that the acts of one defendant are legally attributable to the  
21 other Defendants. Defendants, in all respects, acted as employers and/or joint employers of  
22 Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours,  
23 and/or working conditions of Defendants’ hourly non-exempt employees.

24 **JURISDICTION AND VENUE**

25 10. The court has jurisdiction over all causes of action in this complaint pursuant to  
26 Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff  
27 relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code  
28 of Civil Procedure, and the Business & Professions Code.

1 11. Venue as to Defendants is proper in this Superior Court pursuant to California Code  
2 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and  
3 similarly situated employees within and throughout Los Angeles County.

4 **GENERAL ALLEGATIONS**

5 12. At all times relevant to this complaint, Defendants have consistently denied their non-  
6 exempt employees the opportunities to take compliant 30-minute meal periods in accordance  
7 with California's Labor Code. Upon information and belief, Aggrieved Employees, including  
8 Plaintiff, were required to skip or interrupt their meal and/or rest periods to answer phone calls,  
9 otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under  
10 Defendants' control during their meal and/or rest periods to perform other tasks at Defendants'  
11 directions due to Defendants' policies and practices, including their scheduling and staffing  
12 practices and policies. This included, without limitation, Defendants requiring Aggrieved  
13 Employees, including Plaintiff, to continue to perform electrical work due to employee  
understaffing and/or the press of their duties.

14 13. Accordingly, Defendants failed to authorize and permit compliant meal periods as  
15 required by law.

16 14. In the same manner, and as a matter of uniform and systemic policy, Defendant  
17 requires non-exempt employees to continue working during their rest periods by performing  
18 electrical work, answering phone calls, otherwise interrupting or cut short their rest periods, or  
19 remaining on duty and under Defendants' control during their rest periods to perform other tasks  
20 at Defendants' directions due to Defendants' policies and practices, including their scheduling  
21 and staffing practices and policies.

22 15. Accordingly, Defendants failed to authorize and permit compliant rest periods as  
23 required by law.

24 16. In failing to authorize and/or permit meal and rest periods, Defendants have also  
25 implemented a uniform policy of denying compensation in lieu of meal and rest periods for  
26 interrupted meal periods to its non-exempt employees, notwithstanding its actual knowledge that  
27 such employees were uniformly denied compliant meal and rest periods.

1        17. Defendants further failed to compensate employees for all time worked time when  
2 employees were forced to interrupt and/or work through their meal periods but were clocked out  
3 under Defendants' time-keeping system (and therefore treated as not working). This resulted in  
4 employees being denied both straight time and overtime pay, where applicable, for the time  
5 during which they were on call or under Defendants' control despite being off the clock for  
6 timekeeping purposes.

7        18. As a matter of uniform and systemic policy, Defendants required non-exempt  
8 employees to utilize their personal cell phones for work-related purposes, including answering  
9 texts and calls from their supervisors while at work or on a break, for purposes of scheduling and  
10 re-scheduling future work, being assigned tasks, and general administrative matters. Defendants  
11 further failed to compensate their non-exempt employees for reasonable costs associated with  
12 utilizing their personal cell phones for work-related purposes.

13        19. As a matter of uniform and systemic policy, Defendants required non-exempt  
14 employees to purchase work-related equipment, including vests, hats, and gloves necessary for  
15 performance of their work duties without reimbursing those employees for the costs associated  
16 with their equipment purchases.

17        20. As a matter of uniform and systemic policy, Defendants failed to provide its non-  
18 exempt employees with accurate itemized wage statements in accordance with California's  
19 Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Aggrieved  
20 Employees, either semimonthly or at the time of each payment of wages, either as a detachable  
21 part of the check or separately, an accurate, itemized statement in writing showing sick pay,  
22 gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates  
23 for which Plaintiff worked, including the unpaid premium payments owed to Plaintiff and the  
24 Aggrieved Employees for their missed meal and rest breaks.

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1 **FIRST CAUSE OF ACTION**

2 ***California Labor Code §2699, et seq.***

3 ***Private Attorneys General Act (“PAGA”) Penalties***

4 **(Plaintiffs and Aggrieved Employees Against Defendants)**

5 21. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code  
6 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney  
7 general, on behalf of himself and other current or former employees to recover penalties for an  
8 employer’s violations of the Labor Code and IWC Wage Orders.

9 22. Plaintiff, by nature of his employment with Defendants, is an aggrieved employees  
10 for purposes of this Complaint with standing to bring an action under PAGA.

11 23. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved  
12 Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking  
13 civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3,  
14 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 2802 as described  
15 herein, plus attorneys’ fees and costs.

16 24. Plaintiff does not bring suit in his individual capacity and does not seek to recover  
17 anything through this suit other than civil penalties as permitted under PAGA—he brings this  
18 action solely in his representative capacity under the PAGA, on behalf of the State of California  
19 and all aggrieved employees of GEC.

20 25. Entitlement to Penalties. Per Labor Code § 2699(f), and based on the foregoing,  
21 Plaintiff and Aggrieved Employees are entitled to civil penalties in an amount to be shown at  
22 trial subject to the following formula: (a) In an amount set forth as a civil penalty in the  
23 underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for  
24 each subsequent violation per employee per pay period.

25 26. These penalties may be stacked separately for each of Defendants’ violations of the  
26 Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at  
27 \*17, n.77 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have concluded  
28 that stacking is appropriate.”); *see also O’connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC,  
2016 WL 3548370, at \*7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the potential for

1 stacking of PAGA penalties related to wage-and-hour claims other than the gratuities and  
2 expense reimbursement claim, i.e., meal and rest breaks, minimum wage and overtime, and  
3 workers' compensation.”).

4 27. These penalties shall be allocated seventy-five percent to the Labor and Workforce  
5 Development Agency and twenty-five percent to the affected employees.

6 28. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the  
7 following predicate violations of the Labor Code.<sup>1</sup>

8 29. Failure to Pay Minimum Wage for All Hours Worked. California law requires  
9 employers to compensate employees for all time that an employee is “suffered or permitted to  
10 work,” which includes all time “when any employer ‘directs, commands or restrains’ an  
11 employee.” See, e.g., *Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).The

12 30. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours  
13 worked because Defendants required its non-exempt employees to work through their legally  
14 mandated meal and/or rest period or remain on duty and under Defendants’ control during their  
15 meal and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’  
16 policies and practices, including their scheduling and staffing practices and policies.  
17 Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked  
18 where they were under the control of Defendants.

19 31. Failure to Pay Required Overtime. California Labor Code §§ 510 and 1198 provide  
20 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-  
21 one-half or two-times that person’s regular rate of pay, depending on the number of hours  
22 worked by the person on a daily or weekly basis.

23 32. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more  
24 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours  
25 worked in excess of eight hours in a day or more than forty hours in a workweek. An employee’s  
26 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the

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27 <sup>1</sup> To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general  
28 and/or special damages for those violations, but only references them as part of the State’s claim for civil penalties  
under PAGA for those predicate violations.

employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

33. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a week.

34. Failure to Provide Compliant Meal Periods. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

35. Defendants’ policies and practices served to deprive the Aggrieved Employees of legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

36. Upon information and belief, employees were required to skip breaks, interrupt their breaks, cut them short, take them after the fifth hour of work, work through them, or remain under Defendant’s control during breaks due to Defendants’ policies and practices.

37. Failure to Provide Compliant Rest Periods. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC.

38. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: “A rest period, in short, must be a period of rest.”<sup>2</sup> *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

39. Employees must also be free to leave the employer’s premises during their rest period. *See id.* at 270; *see also* Department of Industrial Relations, “Rest Periods,” *available at*

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<sup>2</sup> Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* [https://www.dir.ca.gov/dlse/FAQ\\_RestPeriods.htm](https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm) (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 [https://www.dir.ca.gov/dlse/FAQ\\_RestPeriods.htm](https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm) (“Q. Can my employer require that I stay on  
2 the work premises during my rest period? A. No, your employer cannot impose any restraints not  
3 inherent in the rest period requirement itself.”).

4 40. On information and belief, Defendants failed to authorize or permit all required  
5 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip  
6 rest periods, interrupt rest periods, work through rest periods, or remain under Defendant’s  
7 control during breaks due to Defendants’ policies and practices.

8 41. Failure to Provide and Maintain Compliant Wage Statements. Labor Code § 226  
9 requires employers to furnish employees with an accurate, itemized statement in writing  
10 showing, among other things, (1) gross wages earned; (2) total hours worked by the employee  
11 (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the  
12 inclusive dates of the period for which the employee is paid; (6) the name of the employee and  
13 the last four digits of his or her social security number; (7) the name and address of the legal  
14 entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and  
15 the corresponding number of hours worked at each hourly rate by the employee.

16 42. At all times relevant to this complaint, Defendants’ failure to pay premium wages for  
17 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees’ wage  
18 statements inaccurately reflected gross and net wages earned. Defendants’ failure to compensate  
19 all hours worked, earned premium pay, and/or all required overtime hours and rates further left  
20 the wage statements they provided to employees to be inaccurate.

21 43. Defendants have also failed to keep accurate payroll records for Plaintiff and  
22 Aggrieved Employees in accordance with Labor Code § 1174. Defendants’ failure to keep and  
23 maintain accurate payroll records reflecting hours worked and wages earned has impeded  
24 Plaintiff and Aggrieved Employees’ ability to calculate unpaid wages earned.

25 44. Defendants knowingly and intentionally failed to comply with Labor Code § 226,  
26 causing injury and damages to Plaintiff and Aggrieved Employees.

27 45. Failure to Reimburse Necessary Business Expenses. Labor Code § 2802 provides that  
28 “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses

1 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
2 her obedience to the directions of the employer.” Lab. Code § 2802.

3 46. On information and belief, Defendants required Aggrieved Employees to use their  
4 personal cellphones in the regular course of employment by answering texts and/or calls from  
5 their supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks,  
6 general administrative matters, and required the use of various mobile phone applications,  
7 including Paycom, but failed to reimburse them for this usage. *See Cochran v. Schwan’s Home*  
8 *Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their  
9 personal cell phones for work related calls, Labor Code section 2802 requires the employer to  
10 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited  
11 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

12 47. Additionally, as a matter of uniform and systemic policy, Defendants required non-  
13 exempt employees to purchase work-related equipment, including vests, hats, and gloves  
14 necessary for performance of their work duties without reimbursing those employees for the  
15 costs associated with their equipment purchases.

16 48. Procedural Requirements Met. On July 24, 2024, Plaintiff electronically filed a notice  
17 of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff did not  
18 receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive  
19 notice from the LWDA that it was declining to investigate with the 65-day period under Labor  
20 Code § 2699.3. On September 27, 2024, the sixty-five-day notice period expired as to all  
21 defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has  
22 exhausted all required administrative remedies required to seek penalties under PAGA. See Lab.  
23 Code § 2699.3(a)(2). A true and correct copy of Plaintiff’s PAGA Notice is attached herein as  
24 **Exhibit A.**

#### 25 49. PRAYER FOR RELIEF

26 WHEREFORE, Plaintiffs respectfully prays for judgment as follows:

- 27 A. For civil penalties under PAGA to be determined by trial;
- 28 B. For pre- and post-judgment interest as allowed;
- C. For preliminary and permanent injunctive relief;

- 1 D. For reasonable attorney's fees and costs and expert fees and costs; and  
2 E. For such other relief as this Court deems just and proper.  
3

4 Dated: September 27, 2024

**AKHAVAN & ASSOCIATES  
BARAHMAND LAW GROUP**

6 By: 

7 BARDIA AKHAVAN, ESQ.  
8 NAVID BARAHMAND, ESQ.  
9 Attorneys for PLAINTIFF  
10 ALBERT A. AVALOS  
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# EXHIBIT A



**AKHAVAN**  
& ASSOCIATES  
A PROFESSIONAL LAW CORPORATION

**AKHAVAN & ASSOCIATES**

15760 Ventura Boulevard, Suite 950  
Encino, California 91436  
Tel: 855.463.4733  
www.baalaw.com



**BARAHMAND LAW GROUP**

7324 Sepulveda Boulevard, Suite B  
Van Nuys, California  
Office: (818) 574-3355  
www.barahmandlaw.com

July 24, 2024

Original filed online via the LWDA's PAGA Claim Notice Portal

**Labor & Workforce Development Agency**

1515 Clay Street, Ste. 801  
Oakland, CA 94612

Copy Sent via U.S. Certified Mail

Rebecca Jane Gilmartin – Agent for Service of Process

**GEORGE ELECTRIC COMPANY**

807 Somera Court  
Simi Valley, California 93065  
Tracking: 9589 0710 5270 1268 8225 23

**REBECCA JANE GILMARTIN**

807 Somera Court  
Simi Valley, California 93065  
Tracking: 9589 0710 5270 7805 34

**Re: Albert A. Avalos v. George Electric Company, et al.**

To Whom it May Concern:

We represent Albert A. Avalos against defendants George Electric Company and Rebecca Jane Gilmartin (collectively referred to as “Defendants”) in a lawsuit soon to be filed against Defendants in Los Angeles County Superior Court (the “Action”). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney’s General Act (“PAGA”) on behalf of those of Defendants’ employees employed from one year prior to filing of this Notice through trial (the “Aggrieved Employees”) for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendants violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks

pursuant to Lab. Code § 226.7(b); (5) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (6) failing to provide and maintain records under Lab. Code §§ 226, 432, and 1198.5 due to Defendant's practices and policies.

Please feel free to contact us with any questions.

Very truly yours,

  
BARDIA A. AKHAVAN, ESQ.  
*Bardia@baalaw.com*

  
NAVID BARAHMAND, ESQ.  
*Navid@barahmandlaw.com*

# EXHIBIT A

1 Bardia Aaron Akhavan, Esq. (State Bar No. 316493)

Bardia@baalaw.com

2 **AKHAVAN & ASSOCIATES**

15760 Ventura Boulevard, Suite 950

Encino, California 91436

4 Phone: (855) 463-4733

5 Navid Barahmand, Esq. (SBN 340934)

navid@barahmandlaw.com

6 **BARAHMAND LAW GROUP**

7324 Sepulveda Boulevard, Suite B

Van Nuys, California 91405

8 Phone: (818) 574-3355

Attorneys for Plaintiff and the

9 Aggrieved Employees

10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **FOR THE COUNTY OF LOS ANGELES**

13  
14 Albert A. Avalos, individually and on behalf ) Case No.:  
15 of all similarly situated individuals, )

16 Plaintiffs, )

17 vs. )

18 George Electric Company, a California )  
19 Corporation; Rebecca Jane Gilmartin, an )  
20 individual; and Does 1-10, inclusive; )

21 Defendants. )  
22 )  
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**REPRESENTATIVE COMPLAINT FOR:**

**1) PAGA Penalties (Labor Code §§ 2698, et seq.)**

1 Plaintiff Albert A. Avalos, on behalf of the State of California, solely in his  
2 representative capacity as a private attorney general under the Private Attorney General Act of  
3 2004, Labor Code § 2699, *et seq.* (“PAGA”), hereby brings this action on behalf of all  
4 “aggrieved employees” and alleges as follows, by and through his counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state  
7 Labor and Workforce Development Agency, to bring a civil action against an employer on  
8 behalf of himself or herself and other current or former employees to recover civil penalties for  
9 Labor Code violations they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal.  
10 2023).

11 2. “PAGA is designed primarily to benefit the general public, not the party bringing the  
12 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement  
13 action. The government entity on whose behalf the plaintiff files suit is the real party in interest.”  
14 *Id.* PAGA’s default civil penalties are thus calculated to punish the employer’ for wrongdoing  
15 and to deter violations rather than “compensate employees for actual losses incurred.” *Id.*

16 3. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc.*,  
17 No. B326759, at \*1 (Cal. Ct. App. Mar. 20, 2024), Mr. Avalos does not bring suit in his  
18 individual capacity and does not seek to recover anything through this suit other than civil  
19 penalties as permitted under PAGA—he brings this action solely in his representative capacity  
20 under the PAGA, on behalf of the State of California, the public, and all aggrieved employees of  
21 GEC.

22 4. To the extent that statutory violations are mentioned for wage violations, Mr. Avalos  
23 does not seek underlying general and/or special damages for those violations, but only references  
24 those predicate violations as part of the State’s claim for civil penalties under PAGA.

25 5. Nothing in this complaint is—or should be construed—as an attempt to seek any  
26 relief that would not be available in a PAGA-only proceeding.

27 **THE PARTIES**

1       6.       Plaintiff Albert A. Avalos (“Mr. Avalos”) is a resident of the County of Los Angeles  
2 in the State of California. Plaintiff was employed as an hourly, non-exempt employee of  
3 Defendants from on or around June 10, 2024 to on or around July 18, 2024.

4       7.       Defendant George Electric Company (“GEC”) is a California Corporation with its  
5 principal place of business at 19145 Parthenia St., Unit A; Northridge, Ca 91324. Upon  
6 information and belief, GEC employs at least 50 employees.

7       8.       Defendant Rebecca Jane Gilmartin (“Ms. Gilmartin”) is an individual who, on  
8 information and belief, resides in the County of Los Angeles. Upon information and belief, Ms.  
9 Gilmartin is the Chief Executive Officer of GEC. Per Labor Code § 558.1, since Ms. Gilmartin is  
10 a managing agent, director, and/or officer of GEC and, upon information and belief, as she  
11 caused or directed the acts described herein, she is personally liable for the penalties sought  
12 under PAGA for predicate violations of the Labor Code.

13       9.       The true names and capacities of the defendants named herein as Does 1 through 10,  
14 inclusive (together with GEC and Ms. Gilmartin, “Defendants”), are unknown to Plaintiff at this  
15 time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to  
16 California Code of Civil Procedure section 474. Plaintiff believes that each of the Doe  
17 Defendants is a California resident and/or does substantial business in the State of California. At  
18 all relevant times, Does 1 through 10 were acting within the course and scope of their  
19 employment and agency with Defendants. Plaintiff is informed and believes that each Doe  
20 Defendant is responsible for the injuries and damages alleged herein. Plaintiff will amend this  
21 complaint to reflect Does 1 through 10’s true names and capacities when they have been  
22 determined.

23       10.      Except as otherwise noted herein, Defendants participated in the acts alleged herein  
24 and/or were the agents, servants, employees, or representatives of the other Defendants. At all  
25 times relevant to this complaint, Defendants were acting within the course, scope, and authority  
26 of their agency and employment such that the acts of one defendant are legally attributable to the  
27 other Defendants. Defendants, in all respects, acted as employers and/or joint employers of  
28 Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours,  
and/or working conditions of Defendants’ hourly non-exempt employees.

1  
2 **JURISDICTION AND VENUE**

3 11. The court has jurisdiction over all causes of action in this complaint pursuant to  
4 Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff  
5 relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code  
6 of Civil Procedure, and the Business & Professions Code.

7 12. Venue as to Defendants is proper in this Superior Court pursuant to California Code  
8 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and  
9 similarly situated employees within and throughout Los Angeles County.

10 **GENERAL ALLEGATIONS**

11 13. At all times relevant to this complaint, Defendants have consistently denied their non-  
12 exempt employees the opportunities to take compliant 30-minute meal periods in accordance  
13 with California's Labor Code. Upon information and belief, Aggrieved Employees, including  
14 Plaintiff, were required to skip or interrupt their meal and/or rest periods to answer phone calls,  
15 otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under  
16 Defendants' control during their meal and/or rest periods to perform other tasks at Defendants'  
17 directions due to Defendants' policies and practices, including their scheduling and staffing  
18 practices and policies. This included, without limitation, Defendants requiring Aggrieved  
19 Employees, including Plaintiff, to continue to perform electrical work due to employee  
20 understaffing and/or the press of their duties.

21 14. Accordingly, Defendants failed to authorize and permit compliant meal periods as  
22 required by law.

23 15. In the same manner, and as a matter of uniform and systemic policy, Defendant  
24 requires non-exempt employees to continue working during their rest periods by performing  
25 electrical work, answering phone calls, otherwise interrupting or cut short their rest periods, or  
26 remaining on duty and under Defendants' control during their rest periods to perform other tasks  
27 at Defendants' directions due to Defendants' policies and practices, including their scheduling  
28 and staffing practices and policies.

1       16.     Accordingly, Defendants failed to authorize and permit compliant rest periods as  
2 required by law.

3       17.     In failing to authorize and/or permit meal and rest periods, Defendants have also  
4 implemented a uniform policy of denying compensation in lieu of meal and rest periods for  
5 interrupted meal periods to its non-exempt employees, notwithstanding its actual knowledge that  
6 such employees were uniformly denied compliant meal and rest periods.

7       18.     Defendants further failed to compensate employees for all time worked time when  
8 employees were forced to interrupt and/or work through their meal periods but were clocked out  
9 under Defendants' time-keeping system (and therefore treated as not working). This resulted in  
10 employees being denied both straight time and overtime pay, where applicable, for the time  
11 during which they were on call or under Defendants' control despite being off the clock for  
timekeeping purposes.

12       19.     As a matter of uniform and systemic policy, Defendants required non-exempt  
13 employees to utilize their personal cell phone for work-related purposes, including answering  
14 texts and calls from their supervisors while at work or on a break, for purposes of scheduling and  
15 re-scheduling future work, being assigned tasks, and general administrative matters. Defendants  
16 further failed to compensate their non-exempt employees for reasonable costs associated with  
17 utilizing their personal cell phones for work-related purposes.

18       20.     As a matter of uniform and systemic policy, Defendants required non-exempt  
19 employees to purchase work-related equipment, including vests, hats, and gloves necessary for  
20 performance of their work duties without reimbursing those employees for the costs associated  
21 with their equipment purchases.

22       21.     As a matter of uniform and systemic policy, Defendants failed to provide its non-  
23 exempt employees with accurate itemized wage statements in accordance with California's  
24 Labor Code. Upon information and belief, Defendants failed to furnish Plaintiff, or Aggrieved  
25 Employees, either semimonthly or at the time of each payment of wages, either as a detachable  
26 part of the check or separately, an accurate, itemized statement in writing showing sick pay,  
27 gross wages earned, all deductions, and the net wages earned by Plaintiff for the inclusive dates  
28

1 for which Plaintiff worked, including the unpaid premium payments owed to Plaintiff and the  
2 Aggrieved Employees for their missed meal and rest breaks.

3  
4 **FIRST CAUSE OF ACTION**

5 ***California Labor Code §2699, et seq.***

6 ***Private Attorneys General Act (“PAGA”) Penalties***

7 ***(Plaintiffs and Aggrieved Employees Against Defendants)***

8 22. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code  
9 § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney  
10 general, on behalf of himself and other current or former employees to recover penalties for an  
11 employer’s violations of the Labor Code and IWC Wage Orders.

12 23. Plaintiff, by nature of his employment with Defendants, is an aggrieved employees  
13 for purposes of this Complaint with standing to bring an action under PAGA.

14 24. Plaintiff, on behalf of himself, the State of California, and all other Aggrieved  
15 Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking  
16 civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3,  
17 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, and 2802 as described  
18 herein, plus attorneys’ fees and costs.

19 25. Plaintiff does not bring suit in his individual capacity and does not seek to recover  
20 anything through this suit other than civil penalties as permitted under PAGA—he brings this  
21 action solely in his representative capacity under the PAGA, on behalf of the State of California  
22 and all aggrieved employees of GEC.

23 26. Entitlement to Penalties. Per Labor Code § 2699(f), and based on the foregoing,  
24 Plaintiff and Aggrieved Employees are entitled to civil penalties in an amount to be shown at  
25 trial subject to the following formula: (a) In an amount set forth as a civil penalty in the  
26 underlying statute; or (b) \$100 per initial violation per employee per pay period, and \$200 for  
27 each subsequent violation per employee per pay period.

28 27. These penalties may be stacked separately for each of Defendants’ violations of the  
Labor Code. *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at

1 \*17, n.77 (C.D. Cal. June 22, 2012) (“[F]ederal courts applying California law have concluded  
2 that stacking is appropriate.”); *see also O’connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC,  
3 2016 WL 3548370, at \*7 (N.D. Cal. June 30, 2016) (“Finally, Plaintiff ignore the potential for  
4 stacking of PAGA penalties related to wage-and-hour claims other than the gratuities and  
5 expense reimbursement claim, i.e., meal and rest breaks, minimum wage and overtime, and  
6 workers’ compensation.”).

7 28. These penalties shall be allocated seventy-five percent to the Labor and Workforce  
8 Development Agency and twenty-five percent to the affected employees.

9 29. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the  
10 following predicate violations of the Labor Code.<sup>1</sup>

11 30. Failure to Pay Minimum Wage for All Hours Worked. California law requires  
12 employers to compensate employees for all time that an employee is “suffered or permitted to  
13 work,” which includes all time “when any employer ‘directs, commands or restrains’ an  
14 employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).The

15 31. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours  
16 worked because Defendants required its non-exempt employees to work through their legally  
17 mandated meal and/or rest period or remain on duty and under Defendants’ control during their  
18 meal and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’  
19 policies and practices, including their scheduling and staffing practices and policies.  
20 Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked  
21 where they were under the control of Defendants.

22 32. Failure to Pay Required Overtime. California Labor Code §§ 510 and 1198 provide  
23 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-  
24 one-half or two-times that person’s regular rate of pay, depending on the number of hours  
25 worked by the person on a daily or weekly basis.

26 33. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more  
27 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours

28 <sup>1</sup> To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general  
and/or special damages for those violations, but only references them as part of the State’s claim for civil penalties  
under PAGA for those predicate violations.

1 worked in excess of eight hours in a day or more than forty hours in a workweek. An employee's  
2 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the  
3 employee, including commissions, non-discretionary bonuses and incentive pay. *Alvarado v.*  
4 *Dart Container Corp.*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

5 34. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of  
6 the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in  
7 excess of eight hours on the seventh consecutive day of work in a workweek, and in excess of  
8 forty hours in a week.

9 35. Failure to Provide Compliant Meal Periods. Labor Code section 226.7, 512(a), and  
10 1198 provide that no employer shall require an employee to work during any meal period  
11 mandated by an applicable order of the IWC. "An off-duty meal period, therefore, is one in  
12 which the employee is relieved of all duty during the 30-minute meal period . . . an employer's  
13 obligation is to provide an off-duty meal period: an uninterrupted 30-minute period during  
14 which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th  
15 1004, 1035 (2012).

16 36. Defendants' policies and practices served to deprive the Aggrieved Employees of  
17 legally compliant 30-minute breaks free of employer control and/or relieved of all duties.

18 37. Upon information and belief, employees were required to skip breaks, interrupt their  
19 breaks, cut them short, take them after the fifth hour of work, work through them, or remain  
20 under Defendant's control during breaks due to Defendants' policies and practices.

21 38. Failure to Provide Compliant Rest Periods. Labor Code § 226.7, 512(a), and 1198  
22 provide that no employer shall require an employee to work during any rest or meal period  
23 mandated by an applicable order of the IWC.

24 39. Employers must authorize and permit employees to be relieved of all duty during  
25 their rest and meal periods: "A rest period, in short, must be a period of rest."<sup>2</sup> *Augustus v. ABM*  
*Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

26 <sup>2</sup> Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; see also Department of Industrial  
27 Relations, "Rest Periods/Lactation Accommodations," available at  
28 [https://www.dir.ca.gov/dlse/FAQ\\_RestPeriods.htm](https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm) ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.")

1        40. Employees must also be free to leave the employer's premises during their rest  
2 period. *See id.* at 270; *see also* Department of Industrial Relations, "Rest Periods," available at  
3 [https://www.dir.ca.gov/dlse/FAQ\\_RestPeriods.htm](https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm) ("Q. Can my employer require that I stay on  
4 the work premises during my rest period? A. No, your employer cannot impose any restraints not  
5 inherent in the rest period requirement itself.").

6        41. On information and belief, Defendants failed to authorize or permit all required  
7 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip  
8 rest periods, interrupt rest periods, work through rest periods, or remain under Defendant's  
9 control during breaks due to Defendants' policies and practices.

10       42. Failure to Provide and Maintain Compliant Wage Statements. Labor Code § 226  
11 requires employers to furnish employees with an accurate, itemized statement in writing  
12 showing, among other things, (1) gross wages earned; (2) total hours worked by the employee  
13 (for hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the  
14 inclusive dates of the period for which the employee is paid; (6) the name of the employee and  
15 the last four digits of his or her social security number; (7) the name and address of the legal  
16 entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and  
17 the corresponding number of hours worked at each hourly rate by the employee.

18       43. At all times relevant to this complaint, Defendants' failure to pay premium wages for  
19 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees' wage  
20 statements inaccurately reflected gross and net wages earned. Defendants' failure to compensate  
21 all hours worked, earned premium pay, and/or all required overtime hours and rates further left  
22 the wage statements they provided to employees to be inaccurate.

23       44. Defendants have also failed to keep accurate payroll records for Plaintiff and  
24 Aggrieved Employees in accordance with Labor Code § 1174. Defendants' failure to keep and  
25 maintain accurate payroll records reflecting hours worked and wages earned has impeded  
26 Plaintiff and Aggrieved Employees' ability to calculate unpaid wages earned.

27       45. Defendants knowingly and intentionally failed to comply with Labor Code § 226,  
28 causing injury and damages to Plaintiff and Aggrieved Employees.

1       46.     Failure to Reimburse Necessary Business Expenses. Labor Code § 2802 provides that  
2 “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses  
3 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or  
4 her obedience to the directions of the employer.” Lab. Code § 2802.

5       47.     On information and belief, Defendants required Aggrieved Employees to use their  
6 personal cellphones in the regular course of employment by answering texts and/or calls from  
7 their supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks,  
8 general administrative matters, and required the use of various mobile phone applications,  
9 including Paycom, but failed to reimburse them for this usage. *See Cochran v. Schwan’s Home*  
10 *Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (“We hold that when employees must use their  
11 personal cell phones for work related calls, Labor Code section 2802 requires the employer to  
12 reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited  
13 minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.”).

14       48.     Additionally, as a matter of uniform and systemic policy, Defendants required non-  
15 exempt employees to purchase work-related equipment, including vests, hats, and gloves  
16 necessary for performance of their work duties without reimbursing those employees for the  
17 costs associated with their equipment purchases.

18       49.     Procedural Requirements Met. Plaintiff has satisfied all prerequisites to serve as a  
19 representative to enforce California’s labor laws including without limitation the penalty  
20 provisions identified above. *See Exhibit A.* As the LWDA took no steps within the prescribed  
21 time to intervene and because the violations described herein are not subject to cure under Labor  
22 Code § 2699.3, Plaintiff—solely as a representative of the People of the State of California—is  
23 entitled to seek any and all penalties otherwise capable of being collected by the Labor  
24 Commission or Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of  
25 California through this Action.

#### 26                               **PRAYER FOR RELIEF**

27       WHEREFORE, Plaintiffs respectfully prays for judgment as follows:

- 28           A.     For civil penalties under PAGA to be determined by trial;
- B.     For pre- and post-judgment interest as allowed;

- 1 C. For preliminary and permanent injunctive relief;  
2 D. For reasonable attorney's fees and costs and expert fees and costs; and  
3 E. For such other relief as this Court deems just and proper.  
4

5 Dated: July 24, 2024

**BARAHMAND LAW GROUP**

6  
7 By: 

8 NAVID BARAHMAND, ESQ.

9  
10 **AKHAVAN & ASSOCIATES**

11 By: 

12 BARDIA AKHAVAN, ESQ.  
13 Attorneys for PLAINTIFF  
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