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

BRYANT REYES, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

PACIFIC PAVINGSTONE, INC. dba
PACIFIC OUTDOOR LIVING, a California
corporation; PACIFIC OUTDOOR LIVING,
INC., a California corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24STCV16511

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

(9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Bryant Reyes (hereinafter “Plaintiff”), as an individual, and on behalf of all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 against Pacific Pavingstone, Inc. dba Pacific Outdoor Living; Pacific Outdoor Living, Inc.; and
4 DOES 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as
5 follows:

6 **JURISDICTION**

7 1. Plaintiff hereby brings this First Amended Class and Representative Action
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission Wage
11 Order 16 (“Wage Order 16”), in addition to seeking declaratory relief and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
14 controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Los Angeles. Defendants own, maintain offices, transact business, have
19 an agent or agents within the County of Los Angeles, and/or otherwise are found within the
20 County of Los Angeles, and Defendants are within the jurisdiction of this Court for purposes of
21 service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is a California resident. During the four years immediately preceding
25 the filing of the Complaint in this action and within the statute of limitations periods applicable
26 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
28 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code

1 §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
2 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair
3 Competition Law”), and Wage Order 16, which sets employment standards for the landscaping
4 industry.

5 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
6 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
7 continue to do) business in the landscaping industry, employed Plaintiff within Los Angeles
8 County and the state of California and, therefore, were (and are) doing business in Los Angeles
9 County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
14 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
15 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
16 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
17 unlawful employment practices, wrongs, injuries and damages complained of herein.

18 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
19 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

20 7. At all times herein mentioned, each of said Defendants participated in the doing
21 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
22 Defendants, and each of them, were the agents, servants, and employees of each and every one of
23 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
24 were acting within the course and scope of said agency and employment. Defendants, and each
25 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
26 omissions complained of herein.

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1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
5 all members of the Classes.

6 **GENERAL FACTUAL ALLEGATIONS**

7 9. Plaintiff worked for Defendants from approximately September 18, 2023 to
8 November 13, 2023. Plaintiff worked for Defendants as a mechanic performing duties such as
9 repairing and maintaining company vehicles such as forklifts, Kubota tractors and diesel trucks.
10 Plaintiff's regularly scheduled hours were Monday through Friday and every other Saturday
11 between 7:00 a.m. and 5:00 p.m. However, Defendants required Plaintiff and other non-exempt
12 employees to arrive 30 minutes early on a near-daily basis without compensation to perform
13 opening duties such as moving excavators, checking vehicle oil and tire pressure, pulling out
14 forklifts and pulling out other equipment in anticipation of the day's work. Defendants also
15 required Plaintiff and other non-exempt employees to stay an hour or an hour and a half after their
16 scheduled end times on a near-daily basis without compensation to perform duties such as
17 cleaning the premises in preparation for the following day's work.

18 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
19 other non-exempt employees were not paid for all hours worked as Defendants would not
20 accurately keep track of their actual hours worked. Upon information and belief, the time records
21 maintained by Defendants were not reflective of the actual number of hours that Plaintiff and
22 other non-exempt employees actually worked. Plaintiff and other non-exempt employees clocked
23 in to work on an app on their phones. Defendants instructed Plaintiff and other non-exempt
24 employees that they could not clock in before their scheduled start time. Upon information and
25 belief, Defendants adjusted the app time records to reduce or remove overtime hours worked by
26 Plaintiff and other non-exempt employees or instructed Plaintiff and other non-exempt employees
27 not to clock in outside of their scheduled hours even though they were performing work outside
28 of their scheduled hours. Overall, Plaintiff estimates that he and other non-exempt employees

1 spent at least approximately 15 hours each week working off the clock.

2 11. Furthermore, as described above, Plaintiff and other non-exempt employees
3 worked overtime hours, but did not receive overtime compensation equal to one and one-half
4 times their regular rates of pay for all overtime hours worked. Nor did Plaintiff and other non-
5 exempt employees receive overtime compensation equal to two times their regular rates of pay
6 for all overtime hours worked when they worked more than 12 hours in one day. Upon
7 information and belief, Defendants systematically failed to pay overtime compensation due to
8 Plaintiff and other non-exempt employees when they worked off the clock. Further, when
9 Plaintiff and other non-exempt employees worked overtime, they were not always compensated
10 at the correct regular rate. Each week, Plaintiff and other non-exempt employees might receive
11 a few \$10 “chips” from their supervisors that they could “cash in” at the end of every other pay
12 period as a bonus for work performed. Upon information and belief, the value of the “chips” was
13 not calculated into the regular rate. As a result, Defendants failed to ensure that Plaintiff and
14 other non-exempt employees were being paid at least the minimum wage for all hours actually
15 worked, and failed to ensure that Plaintiff and other non-exempt employees received proper
16 overtime wages for all overtime hours worked, in compliance with Wage Order 16.

17 12. Defendants also did not provide Plaintiff and other non-exempt employees with a
18 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
19 compliant second meal period when they worked shifts longer than 10 hours. On a near-daily
20 basis, Plaintiff and other non-exempt employees did not begin their meal periods until after the
21 fifth hour of work as Plaintiff and other non-exempt employees were required to finish a specific
22 assignment, even if it meant delaying the meal period start time. Even though Plaintiff and other
23 non-exempt employees regularly worked more than 10 hours in a work day, Plaintiff does not
24 recall receiving a second meal period. Despite Defendants’ failure to provide Plaintiff and other
25 non-exempt employees with all lawful meal periods due to their uniform and unlawful practices,
26 Defendants did not provide Plaintiff and other non-exempt employees with an hour of pay at their
27 regular rate for each meal period violation as required by Labor Code § 226.7. Upon information
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and belief, during at least a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful meal periods.

13. Plaintiff and other non-exempt employees were not authorized to take all legally required first, second and third rest periods. On a near-daily basis, Defendants required Plaintiff and other non-exempt employees to work through their rest periods. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Plaintiff and other non-exempt employees to utilize their personal cell phones and purchase gloves, hats and boots. Plaintiff was never provided any reimbursement for these necessary uses.

15. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

16. Defendants failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee

1 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
2 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
3 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
4 only the last four digits of his or her social security number or an employee identification number
5 other than a social security number, (8) the name and address of the legal entity that is the
6 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate by the employee.

8
9 17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
10 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
11 normally used to communicate employment related information to the employees, containing
12 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
13 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
14 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
15 employer; vii) identifying information for the employer's workers' compensation insurance
16 carrier; and viii) information informing the employee of their right to accrue and use paid sick
17 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
18 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

19 **CLASS ACTION ALLEGATIONS**

20 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
21 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 22 a. The Minimum Wage Class consists of all current and former non-exempt
23 employees of Defendants who performed in California and were subject to
24 Defendants' timekeeping systems and/or practices during the four years
25 immediately preceding the filing of this lawsuit through the present.
- 26 b. The Overtime Wage Class consists of all current and former non-exempt
27 employees of Defendants who performed work for in California and who worked
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overtime hours during the four years immediately preceding the filing of this lawsuit through the present.

c. The Rest Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of this lawsuit through the present.

d. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) worked at least one shift in excess of 10.0 hours while performing work for Defendants in California without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all of Defendants current and former employees in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to the utilization of personal cell phones and the purchase of gloves, hats and boots during the four years immediately preceding the filing of this lawsuit to the present.

f. The Wage Statement Class consists of all members of the Rest Period Class, Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

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- 1 g. The Waiting Time Class consists of all of Defendants' formerly employed non-
2 exempt employees who performed work in California and were subject to
3 Defendants' timekeeping systems and/or practices, during the three years
4 immediately preceding the filing of this lawsuit through the present.

5 19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
6 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
7 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
8 greater than two hundred (200) individuals. The identity of such membership is readily
9 ascertainable via inspection of Defendants' employment records.

10 20. **Common Questions of Law and Fact Predominate/Well Defined Community**
11 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
12 situated employees, which predominate over questions affecting only individual members. Those
13 common questions include, without limitation:
14

- 15 i. Whether Defendants paid all minimum wages owed for all hours worked to
16 members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194,
17 1194.2, and 1197;
18 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
19 not limited to, §§ 510 and 1194 and Wage Order 16 by requiring members of the
20 Overtime Wage Class to perform overtime work and not paying for said work in
21 accordance with the overtime laws of the State of California;
22 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
23 properly compensate members of the Minimum Wage Class;
24 iv. Whether Defendants provided all legally compliant meal periods to members of
25 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
26 v. Whether Defendants provided all legally compliant rest periods to members of the
27 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
28

- 1 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
2 for business expenditures necessarily incurred in the performance of their duties;
3 vii. Whether Defendants provided accurate, itemized wage statements to members of
4 the Classes; and
5 viii. Whether Defendants' policies and/or practices for the timing and amount of
6 payment of final wages to members of the Waiting Time Class at the time of
7 separation from employment were lawful.

8 21. **Predominance of Common Questions:** Common questions of law and fact
9 predominate over questions that affect only individual members of the Classes. The common
10 questions of law set forth above are numerous and substantial and stem from Defendants' policies
11 and/or practices applicable to each individual class member, such as Defendants' uniform
12 timekeeping policies and practices, meal and rest period policies and practices, non-
13 reimbursement policies and practices, wage statement policies and practices, and the policies and
14 practices regarding the timely payment of final wages. As such, the common questions
15 predominate over individual questions concerning each individual class member's showing as to
16 his or her eligibility for recovery or as to the amount of his or her damages.

17 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
18 Plaintiff was employed by Defendants as a non-exempt employee in California during the
19 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
20 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and
21 timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse
22 business expenses, was provided inaccurate wage statements, and was not paid all wages earned
23 at the time of his separation of employment.

24 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
25 to represent fairly and adequately the interests of the members of the Classes. Moreover,
26 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
27 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
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1 and-hour class actions in state and federal courts in the past and are committed to vigorously
2 prosecuting this action on behalf of the members of the Classes.

3 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
4 an important public interest in establishing minimum working conditions and standards in
5 California. These laws and labor standards protect the average working employee from
6 exploitation by employers who have the responsibility to follow the laws and who may seek to
7 take advantage of superior economic and bargaining power in setting onerous terms and
8 conditions of employment. The nature of this action and the format of laws available to Plaintiff
9 and members of the Classes make the class action format a particularly efficient and appropriate
10 procedure to redress the violations alleged herein. If each employee were required to file an
11 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
12 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
13 their vastly superior financial and legal resources. Moreover, requiring each member of the
14 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
15 employees who would be disinclined to file an action against their former and/or current employer
16 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
17 employment. Further, the prosecution of separate actions by the individual class members, even
18 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
19 with respect to the individual class members against Defendants herein; and which would
20 establish potentially incompatible standards of conduct for Defendants; and/or legal
21 determinations with respect to individual class members which would, as a practical matter, be
22 dispositive of the interest of the other class members not parties to adjudications or which would
23 substantially impair or impede the ability of the class members to protect their interests. Further,
24 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
25 individual prosecution considering all of the concomitant costs and expenses attending thereto.
26 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
27 Civil Procedure.
28

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 16, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 16.

27. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 16.

29. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit

1 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
2 Procedure § 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(AGAINST ALL DEFENDANTS)**

6 30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

7 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
8 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
9 overtime hours worked, and provide a private right of action for the failure to pay all overtime
10 compensation for overtime work performed.

11 32. At all times relevant herein, Defendants were required to properly compensate
12 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
13 Labor Code § 1194 and Wage Order 16. Wage Order 16, § 3 requires an employer to pay overtime
14 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
15 in the Wage Order.

16 33. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
18 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
19 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 16, and
20 Code of Civil Procedure § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 34. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

25 35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
26 in their affirmative obligation to provide all of their non-exempt employees in California,
27 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
28 in accordance with the mandates of the California Labor Code and Wage Order 16, § 10. Despite

1 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
2 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
3 204, 210, 226.7, and 512.

4 36. As a result, Defendants are responsible for paying premium compensation for meal
5 period violations including interest thereon, as well as statutory penalties, civil penalties, and
6 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 16, and Civil Code §§
7 3287(b) and 3289.

8 **FOURTH CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

11 37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

12 38. Wage Order 16, § 11 and California Labor Code §§ 226.2, 226.7 and 516 establish
13 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
14 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

15 39. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
16 of the Rest Period Class to take all legally compliant rest periods.

17 40. The foregoing violations create an entitlement to recovery by Plaintiff and
18 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount
19 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
20 penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and
21 Civil Code §§ 3287(b) and 3289.

22 **FIFTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

25 41. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

26 42. This cause of action is brought pursuant to Labor Code §§ 201-203, which requires
27 an employer to pay all wages immediately at the time of termination of employment in the event
28 the employer discharges the employee or the employee provides at least 72 hours of notice of

1 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
2 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
3 employee's last date of employment.

4 43. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
5 all final wages due to them at the time of their separation including, among other things, unpaid
6 and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages.
7 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform
8 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
9 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
10 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
11 Labor Code § 203.

12 44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
13 earned wages upon separation from employment results in a continued payment of wages up to
14 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
15 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
16 and costs of suit.

17 **SIXTH CAUSE OF ACTION**

18 **WAGE STATEMENT VIOLATIONS**

19 **(AGAINST ALL DEFENDANTS)**

20 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

21 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
23 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
24 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et
25 seq.

26 47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
27 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
28 among other things, the non-payment of all minimum wages, overtime wages, meal and rest

1 period premium wages, and deprived them of the information necessary to identify the
2 discrepancies in Defendants' reported data.

3 48. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
4 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
5 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
6 according to California Labor Code § 226 et seq.

7 **SEVENTH CAUSE OF ACTION**

8 **UNFAIR COMPETITION**

9 **(AGAINST ALL DEFENDANTS)**

10 49. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

11 50. Defendants have engaged and continue to engage in unfair and/or unlawful
12 business practices in California in violation of California Business and Professions Code § 17200
13 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
14 required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish
15 accurate, itemized wage statements, failing to reimburse for necessary business expenses, and
16 willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages
17 due upon separation of employment.

18 51. Defendants' utilization of these unfair and/or unlawful business practices deprived
19 Plaintiff and continues to deprive members of the Classes of compensation to which they are
20 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
21 over Defendants' competitors who have been and/or are currently employing workers and
22 attempting to do so in honest compliance with applicable wage and hour laws.

23 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
24 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
25 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
26 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

27 53. The acts complained of herein occurred within the last four years immediately
28 preceding the filing of the Complaint in this action.

1 54. Plaintiff is compelled to retain the services of counsel to file this court action to
2 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
3 of Defendants' current non-exempt employees, and to enforce important rights affecting the
4 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
5 which he is entitled to recover under Code of Civil Procedure § 1021.5.

6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

8 **(AGAINST ALL DEFENDANTS)**

9 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 56. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
11 states that "an employer shall indemnify his or her employees for all necessary expenditures or
12 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
13 his or her obedience to the directions of the employer..."

14 57. Due to Defendants' unlawful policy and practice of requiring employees to utilize
15 their personal cell phones and purchase gloves, hats and boots in the performance of their work
16 duties, Defendants have violated Labor Code § 2802.

17 58. Plaintiff and the members of the Employee Expense Class are entitled to attorneys'
18 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

19 59. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
20 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
21 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
22 from the date on which they incurred the initial necessary expenditure.

23 **NINTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 60. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
27 fully set forth herein.
28

61. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal

1 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
2 employees at the regular rate of compensation in violation of Labor Code §§
3 226.7, 512, and 1198;

4 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
5 employees for necessary business expenditures incurred by Plaintiff, the
6 Employee Expense Class and other aggrieved employees in violation of Labor
7 Code §§ 2800, 2802 and 2804;

8 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
9 employees with complete, accurate, itemized wage statements in violation of
10 Labor Code § 226;

11 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
12 Waiting Time Class, and other aggrieved employees at the time of separation
13 in violation of Labor Code §§ 201, 202, and 203;

14 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
15 twice during each calendar month in violation of Labor Code § 204;

16 i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the
17 use of their accrued paid sick leave days in violation of Labor Code § 245.5,
18 246, and 248.5;

19 j. Failing to provide legally mandated disclosures and/or written notices
20 regarding the terms of employment of Plaintiff and other aggrieved employees
21 in violation of Labor Code § 2810.5;

22 k. Failing to pay all agreed-upon wages, including bonus wages accrued, to
23 Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204
24 and 221-223;

25 l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
26 employees in violation of Labor Code §§ 1174 and 1198.

27 ///

28 ///

62. On July 2, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 61 (a)-(l). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

63. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 16 § 4(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 16 § 3(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

1 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

3 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
4 Labor Code §§ 201-203;

5 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
6 226;

7 10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
8 property unlawfully acquired by Defendants by means of any acts or practices declared by this
9 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

10 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code § 2802;

12 12. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each
13 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
14 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
15 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
16 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
17 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
18 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
19 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
20 each initial violation and \$200 for each subsequent violation per employee per pay period for the
21 violations of the Labor Code Sections cited in Labor Code § 2699.5;

22 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
23 Code § 218.6 and Civil Code §§ 3287 and 3289;

24 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
25 §226, and Code of Civil Procedure § 1021.5; and

26 15. For such other and further relief the Court may deem just and proper.
27
28

1 Dated: September 25, 2024

Respectfully submitted,
STANSBURY BROWN LAW PC

Jess Flores

3 By: _____

4 Daniel J. Brown
5 Jessica Flores
6 Attorneys for Plaintiff

6 **DEMAND FOR JURY TRIAL**

7 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
8

9 Dated: September 25, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC

Jess Flores

12 By: _____

13 Daniel J. Brown
14 Jessica Flores
15 Attorneys for Plaintiff

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