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Attorney for Plaintiff,
DIEGO SANTANA LOPEZ

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

DIEGO SANTANA LOPEZ, an individual,
on his own behalf and on behalf of all
others similarly situated,

Plaintiff,

v.

CALIFORNIA SOLAR INTEGRATORS
INC., a California corporation; CAL SOLAR
INC., an entity of unknown form; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 24STCV22217

[Assigned for all purposes to Hon. Lawrence P.
Riff, in Dept. 7]

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY PREMIUM OVERTIME/DOUBLE TIME WAGES DUE (Cal. Labor Code §§ 510, 511, 1194, 1198; IWC Wage Order No. 16);**
- 2. FAILURE TO PAY MINIMUM WAGES (Cal. Labor Code §§1194, 1194.2, 1997, 1197.1, 1198; IWC Wage Order No. 16)**
- 3. FAILURE TO PROVIDE TIMELY OFF DUTY MEAL PERIODS (Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16)**
- 4. FAILURE TO PROVIDE REST PERIODS (Cal. Labor Code § 226.7; IWC Wage Order No. 16);**
- 5. FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (Cal. Labor Code §226; IWC Wage Order No. 16);**
- 6. FAILURE TO PAY WAGES DUE UPON TERMINATION (Cal. Labor Code §§201-203);**
- 7. FAILURE TO REIMBURSE BUSINESS EXPENSES (Cal. Labor Code §2802);**

FILED
Superior Court of California
County of Los Angeles

11/06/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

8. FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE (Cal. Labor Code §2802);
9. FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE WORKWEEKS (Cal. Labor Code § 511);
10. FAILURE TO PAY PREVAILING WAGES (Cal. Labor Code §§ 204, 510, 1194, 1194.2, 1197.1, 1720, 1770, 1771, 1773, 1773.1, 1774, 1776 and 1778 and Wage Order 16);
11. FAILURE TO PAY FOR ALL HOURS WORKED (Cal. Labor Code § 204; IWC Wage Order No. 16);
12. FAILURE TO PROVIDE SICK LEAVE (Cal. Labor Code §226);
13. FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS (Cal. Labor Code §1198.5);
14. UNFAIR COMPETITION (Cal. Bus. & Prof. Code §§17200 et seq.); and
15. PRIVATE ATTORNEY GENERAL ACT (“PAGA”)

DEMAND FOR A JURY TRIAL

Action Filed: August 29, 2024
Trial Date: Not Set

All allegations in this First Amended Complaint are based upon information and belief except for those allegations which pertain to the Plaintiff named herein and his counsel. Each allegation has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and discovery.

Diego Santana Lopez (“Plaintiff”) alleges the following:

1. This is a class action brought under California law by an individual who was employed by California Solar Integrators Inc. (“CSI”) and Cal Solar Inc. (“CS”) (along with DOES 1 through 100, collectively “Defendants”).

1 2. Plaintiff brings this action on behalf of himself and others similarly situated to
2 recover wages from Defendants due to Defendants' systematic failure to: pay overtime/double
3 time wages, pay minimum wages, provide meal and rest breaks (or pay the statutory
4 compensation due), issue accurate wage statements, pay all wages upon termination, reimburse
5 business expenses, provide a uniform maintenance allowance, provide proper wages for
6 alternative workweeks, provide prevailing wages, pay for all hours worked, provide sick leave
7 and failure to allow inspection of employee records.

8 3. Plaintiff have worked as employees for Defendants at various job sites in Los
9 Angeles County, Orange County, Ventura County, San Diego County and Alameda County,
10 California. While working, Plaintiff has been forced to endure stressful and illegal workplace
11 conditions created by Defendants' efforts to maximize profits and tightly control labor costs.

12 4. Plaintiff, like his co-workers whom Defendants also employed during the
13 applicable limitations period, spend their workdays as Laborers/Electricians and other non-
14 exempt employees, under illegal and highly regimented circumstances. That regimen results from
15 Defendants' insistence to strictly monitor and curtail labor costs, which Defendants accomplished
16 by not paying for all labor costs, failing to pay overtime/double time, failing to pay minimum
17 wages, refusing to provide meal periods, refusing to provide rest breaks, not paying the required
18 extra hour for missed meal and rest breaks, failing to issue accurate wage statements, failing to
19 pay all wages on termination, failing to reimburse business expenses, failing to provide a uniform
20 maintenance allowance, failing to provide proper wages for alternative workweeks, failing to pay
21 prevailing wages, failing to pay for all hours worked, failing to provide sick leave, failing to allow
22 inspection of employee records and by using other unlawful stratagems to ensure that labor costs
23 remain artificially low.

24 5. Plaintiff brings this class action to recover, among other things, wages and
25 penalties from unpaid wages earned and due, including but not limited to premium
26 overtime/double time wages, minimum wages, late and missed rest break wages, wages due to
27 discharged or quitting employees, penalties for failure to provide accurate itemized wage
28 statements, penalties for failure to allow inspection of records, reimbursement of business

1 expenses, reimbursement of uniform maintenance allowance, proper wages for alternative
2 workweeks, prevailing wages, wages for all hours worked, sick pay, attorneys' fees, costs, and
3 expenses.

4 6. Plaintiff seeks compensatory, statutory, declaratory, and injunctive relief for
5 himself and all members of the class, to compensate these workers for the unpaid wages and to
6 protect current and future workers of Defendants from being subjected to similar wage theft and
7 otherwise unlawful working conditions.

8 7. Plaintiff also brings an action seeking relief for Defendants' violations of
9 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
10 disgorgement of all compensation retained by Defendants as a result of its unlawful and unfair
11 business practices, as well as injunctive relief.

12 8. Plaintiff now seeks to amend his Complaint to add a cause of action pursuant to
13 PAGA under Labor Code §§ 2699, *et seq.*

14 JURISDICTION AND VENUE

15 9. This Court has jurisdiction over this First Amended Complaint under Code of
16 Civil Procedure
17 §410.10. This action is brought under *Code of Civil Procedure* § 382, and *Business & Professions*
18 *Code* §§ 17200 *et seq.* Plaintiff Diego Santan Lopez brings this First Amended Complaint on his
19 own behalf and on behalf of all persons in the class as defined in paragraph 19 below.

20 10. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
21 395.5 because the claims made and the *Labor Code* violations against the persons identified
22 herein occurred in the County of Los Angeles and because Defendants owned and operated their
23 businesses in the County of Los Angeles.

24 THE PARTIES

25 PLAINTIFF

26 11. At all times relevant hereto, Plaintiff was:

27 (a) An individual over age 18 and a resident of Los Angeles, California;
28

- (b) Employed as an hourly employee for Defendant in Los Angeles County and other counties in California;
- (c) Did not receive overtime/double time compensation required by *Labor Code* §§510, 511, 1194 and 1198 and IWC Wage Order No. 16;
- (d) Did not receive minimum wages in violation of *Labor Code* §§1194, 1194.2, 1997, 1197.1, 1198 and the IWC Wage Order No. 16;
- (e) Did not receive the meal periods required by *Labor Code* §266.7 and the IWC Wage Order No. 16;
- (f) Did not receive the rest periods required by *Labor Code* §266.7 and the IWC Wage Order No. 16;
- (g) Did not receive accurate wage statements as mandated by *Labor Code* §226;
- (h) When terminated from his employment, did not receive his final paycheck within the time limits prescribed by *Labor Code* §201;
- (i) Was not reimbursed for business expenses as required by *Labor Code* §2802;
- (j) Was not provided a uniform maintenance allowance as required by *Labor Code* §2802;
- (k) Was not provided proper wages for alternative workweeks as required by *Labor Code* § 511;
- (l) Was not provided prevailing wages as required by Cal. *Labor Code* §§ 204, 510, 1194, 1194.2, 1197.1, 1720, 1770, 1771, 1773, 1773.1, 1774, 1776 and 1778 and Wage Order 16;
- (m) Was not paid for all hours worked as required by Cal. *Labor Code* § 204 and the applicable Wage Order;
- (n) Was not provided sick leave in violation of Cal. *Labor Code* § 226; and
- (o) Was not allowed to inspect his employment records as required by *Labor Code* §1198.5. Each of these was a violation of the *Labor Code*.

DEFENDANTS

12. Plaintiff is informed and believes, and based on that information and belief, alleges, Defendant CSI is, and at all times mentioned herein was:

- (a) A California corporation, with a principal place of business at 200 S. San Pedro Street, Suite 500, Los Angeles, California 90012. Defendant has been authorized to do business and has been doing business in the County of Los Angeles;
- (b) The former employer of Plaintiff and the current and former employer of the putative Class members;
- (c) Paid Plaintiff and all Class Members on an hourly basis;
- (d) Failed to pay Plaintiff and all putative Class members premium overtime/double time wages;
- (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- (f) Failed to provide Plaintiff and all putative Class members with meal and rest periods, failed to provide Plaintiff and all putative Class Members with accurate itemized wage statements and failed to issue final paychecks timely to Plaintiff and all putative Class Members;
- (g) Failed to reimburse business expenses to Plaintiff and all putative Class Members;
- (h) Failed to provide a uniform maintenance allowance to Plaintiff and all putative Class Members;
- (i) Failed to provide proper wages for alternative workweeks to Plaintiff and all putative Class Members;
- (j) Failed to pay prevailing wages to Plaintiff and Class members;
- (k) Failed to pay Plaintiff and Class members for all hours worked;
- (l) Failed to provide sick leave to Plaintiff and Class members; and
- (m) Failed to allow Plaintiff and all putative Class Members to inspect employment records. Each of these was a violation of the *Labor Code*.

1 13. Plaintiff is informed and believes, and based on that information and belief,
2 alleges, Defendant CS is, and at all times mentioned herein was:

- 3 (a) An entity of unknown form, with a principal place of business at 200 S.
4 San Pedro Street, Suite 500, Los Angeles, California 90012. Defendant has
5 been authorized to do business and has been doing business in the County
6 of Los Angeles;
- 7 (b) The former employer of Plaintiff and the current and former employer of
8 the putative Class members;
- 9 (c) Paid Plaintiff and all Class Members on an hourly basis;
- 10 (d) Failed to pay Plaintiff and all putative Class members premium
11 overtime/double time wages;
- 12 (e) Failed to pay Plaintiff and all putative Class members minimum wages;
- 13 (f) Failed to provide Plaintiff and all putative Class members with meal and
14 rest periods, failed to provide Plaintiff and all putative Class Members with
15 accurate itemized wage statements and failed to issue final paychecks
16 timely to Plaintiff and all putative Class Members;
- 17 (g) Failed to reimburse business expenses to Plaintiff and all putative Class
18 Members;
- 19 (h) Failed to provide a uniform maintenance allowance to Plaintiff and all
20 putative Class Members;
- 21 (i) Failed to provide proper wages for alternative workweeks to Plaintiff and
22 all putative Class Members;
- 23 (j) Failed to pay prevailing wages to Plaintiff and Class members;
- 24 (k) Failed to pay Plaintiff and Class members for all hours worked;
- 25 (l) Failed to provide sick leave to Plaintiff and Class members; and
- 26 (m) Failed to allow Plaintiff and all putative Class Members to inspect
27 employment records. Each of these was a violation of the *Labor Code*.
28

1 14. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
3 to Plaintiff, who therefore sues these Defendants by such fictitious names pursuant to *Code of*
4 *Civil Procedure* § 474. Plaintiff will seek leave to amend his Complaint to allege the true names
5 and capacities of DOES 1 through 100, inclusive, when they are ascertained.

6 15. Plaintiff is informed and believes, and based on that information and belief alleges,
7 that Defendant DOES 1 through 100 are persons, corporations or other entities which reside in or
8 are authorized to do, or are otherwise doing, business in the State of California. Specifically,
9 DOES 1 through 100 maintain offices, operate businesses, employ persons, and conduct business
10 in the County of Los Angeles. Each of the Defendants DOES 1 through 100 was the managerial
11 agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter ego and/or
12 representative of one or more of the other Defendants named herein, and acting with permission,
13 authorization, and/or ratification and consent of the other Defendants.

14 16. Plaintiff is informed and believes, and based on that information and belief alleges,
15 that the Defendants named in this First Amended Complaint, including DOES 1 through 100,
16 inclusive, are responsible in some manner for one or more of the events and happenings that
17 proximately caused the injuries and damages hereinafter alleged.

18 17. Plaintiff is informed and believes, and based on that information and belief alleges,
19 that Defendants named in this First Amended Complaint, including DOES 1 through 100,
20 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
21 each of the other Defendants and that each Defendant was acting within the course and scope of
22 his, hers or its authority as the agent, servant and/or employee of each of the other Defendants.
23 Consequently, all of the Defendants are jointly and severally liable to the Plaintiff, and the Class,
24 for the damages sustained as a proximate result of their conduct.

25 18. Plaintiff is informed and believes, and based on that information and belief alleges,
26 that the Defendants named in this First Amended Complaint, including DOES 1 through 100,
27 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
28 themselves and entered into a combination and systemized campaign of activity to *inter alia*

1 damage Plaintiff, and the Class, and to otherwise consciously and/or recklessly act in derogation
2 of the rights of Plaintiff and the Class, and the trust reposed by Plaintiff, and the Class, in each of
3 the Defendants, the acts being negligently and/or intentionally inflicted. Their conspiracy, and
4 Defendants' concerted actions, were such that, to Plaintiff's information and belief, and to all
5 appearances, Defendants, and each of them, represented a unified body so that the actions of one
6 Defendant were accomplished in concert with, and with the knowledge, ratification, authorization
7 and approval of each of the other Defendants.

8 **JOINT EMPLOYER ALLEGATIONS**

9 19. Plaintiff is informed and believes and thereon alleges that given the amount of
10 influence, control and direction Defendants CSI and CS exerted over Plaintiff's employment,
11 Defendants CSI and CS were Plaintiff's co-employers.

12 20. Plaintiff is informed and believes and thereon alleges that Defendant CSI directly
13 employed, or on Defendant CS's behalf, exercised control over Plaintiff's wages, hours and/or
14 working conditions (start time, end time, etc.) such that CSI was a joint employer with CS.

15 **CLASS ALLEGATIONS**

16 **A. The Definition of the Class**

17 21. The class ("the Class") is defined as follows:

- 18 (a) "All current and former employees who were hourly paid employees of
19 Defendants and worked for Defendants in California at any time during the
20 period commencing on the date that is four (4) years prior to the filing of this
21 Complaint and continuing through the present date (the "Class Period")."
22 (b) "All persons who were hourly paid employees of Defendants and worked for
23 Defendants in California and left the employ of Defendants at any time during
24 the period commencing on the date that is within one (1) year prior to the filing
25 of this Complaint and continuing through the present date (the "Class
26 Period")."

24 22. Plaintiff reserves his right under Rule 3.765 of the California Rules of Court to
25 amend or modify the Class description with greater specificity or further division into subclasses
26 or limitation to particular issues.

27 ///

28 ///

1 **B. Maintenance of the Action**

2 23. Plaintiff brings this action individually and on behalf of himself and as
3 representative of all similarly situated persons under *Business & Professions Code* §§ 17203 and
4 17204 and *Code of Civil Procedure* § 382.

5 **C. The Class Requisites**

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

7 25. The Class action meets the statutory prerequisites for maintaining a class action
8 under Code of Civil Procedure § 382 in that:

9 (a) The persons who comprise the class are so numerous that the joinder of all
10 those persons is impracticable, and the disposition of their claims as a Class
11 will benefit the parties and the Court;

12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
13 that are raised in this First Amended Complaint are common to the class and
14 will apply uniformly to every Class member;

15 (c) The claims of the representative Plaintiff are typical of the claims of each
16 Class member. Plaintiff, like all Class members, has sustained damages
17 arising from Defendants' violations of the laws of the State of California.
18 Plaintiff, and the Class members, were and are similarly or identically
19 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
20 pattern of misconduct engaged in by the Defendants;

21 (d) The representative Plaintiff has, and will continue to, fairly and adequately
22 represent and protect the interests of the class and has retained counsel who
23 are competent and experienced in class action litigation. There are no
24 material conflicts between the claims of the representative Plaintiff and the
25 Class members that would make class certification inappropriate. Counsel
26 for the Class will vigorously assert the claims of all Class members.

27 26. The persons who comprise the class are so numerous that joining all of them is
28 impracticable, and jointly adjudicating their claims will benefit the parties and the Court.

1 27. Plaintiff's claims are typical of the claims of the Class that Plaintiff seeks to
2 represent. Plaintiff will fairly and adequately protect the interests of the class he seeks to
3 represent. Plaintiff does not have any interests that are antagonistic to the class he seeks to
4 represent. Counsel for Plaintiff are experienced, qualified and generally able to conduct complex
5 class action litigation.

6 28. The Court should permit the action to be maintained as a class action under *Code*
7 *of Civil Procedure* § 382 because:

- 8 (a) The questions of law and fact common to the class predominate over any
9 question affecting only individual members;
- 10 (b) A class action is superior to any other available method for fairly and
11 efficiently adjudicating the claims of the class;
- 12 (c) The Class members are so numerous that it is impractical to bring all of
13 them before the Court;
- 14 (d) Plaintiff and other Class members will not be able to obtain effective and
15 economic legal redress unless the action is maintained as a class action;
- 16 (e) There is a community of interest in obtaining appropriate legal and
17 equitable relief for the statutory violations, and in obtaining adequate
18 compensation for the damages and injuries for which Defendants is
19 responsible in an amount sufficient to adequately compensate the Class
20 members;
- 21 (f) Without Class certification, the prosecution of separate actions by
22 individual Class members would create a risk of:
 - 23 i. Inconsistent or varying adjudications for individual Class members
24 that would establish incompatible standards of conduct for
25 Defendants; and/or,
 - 26 ii. Adjudication for individual Class members that would, as a practical
27 matter, dispose of other non-party members' interests, or that would
28 substantially impair or impede the non-parties' ability to protect their

interests, by, for example, potentially exhausting the funds available from Defendant, and

(g) Defendant has acted or refused to act on grounds generally applicable to the Classes, making final injunctive relief appropriate for the class, as a whole.

29. Plaintiff contemplates eventually issuing notice to the proposed Class Members that would set forth the subject and nature of the action. The Defendants' own business records may be utilized for assisting to prepare and issue the contemplated notice. To the extent that any further notices may be required, Plaintiff would contemplate using additional media and/or mailing.

GENERAL ALLEGATIONS

30. At all times material hereto, Defendants have been and are engineering and construction companies dedicated to delivering renewable energy solutions for existing buildings and new construction projects throughout California.

31. Plaintiff and members of the class were employed as Laborers, and Electricians and other non-exempt employees at Defendants' job sites in Los Angeles County and various other counties in California at various times during the Class Period.

THE CONDUCT

32. Plaintiff seeks relief from Defendants' uniform policies and practices of denying Plaintiff and members of the Class wages and compensation owed under California law.

33. Starting on or about October 2, 2023, and continuing to April 18, 2024, Defendants employed Plaintiff on an hourly basis as a Laborer and Electrician in Los Angeles County and various other counties in California.

34. While employed by Defendants as a Laborer/Electrician, Plaintiff was paid \$23.00 per hour.

35. The employment by Defendants of the Class Members, and each them, is governed by Industrial Welfare Commission Wage Order 16, which covers those persons employed in the construction, drilling, logging and mining industries.

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1 **OFF-THE-CLOCK WORK**

2 36. Employers must compensate non-exempt employees for “off-the-clock” work
3 (before punching in or after punching out on a time clock) if the employers knew or should have
4 known that the employees were working those hours. *Morillion v. Royal Packing Co.* (2000) 22
5 Cal. 4th 575, 585.

6 37. Plaintiff and the class engaged in pre- and post-shift off-the-clock activities.
7 Defendants required Plaintiff and Class members to work off the clock prior to the start of their
8 shifts for about 20 minutes, preparing their vehicles with tools and gear before clocking in. Every
9 day Plaintiff and Class members arrived at the job site approximately 30 minutes prior to the start
10 time of their shifts and prepared their tools and gear for their work prior to clocking in.

11 38. After clocking out for their shifts, Defendants required Plaintiff and Class
12 members to spend about 10 minutes returning their tools and gear to their personal vehicles and
13 helping other employees with their tools and gear.

14 39. Defendants also required Plaintiff and Class members to use their cell phones on
15 their days off to check and respond to emails. Further, they were required to respond to calls
16 while off the clock. Defendants failed to pay Plaintiff and the Class for these off-the-clock
17 activities, and as a result thereof, Plaintiff and the Class were not paid overtime/double time that
18 was due to them.

19 40. Further, Defendants required Plaintiff and Class members to travel to various
20 projects, but did not pay them for time spent traveling to those projects.

21 **FAILURE TO PAY OVERTIME/DOUBLE-TIME WAGES**

22 41. Under California law, non-exempt employees, as defined by Wage Order 16, are
23 entitled to premium wages for overtime/double time worked, minimum wages, a 30-minute lunch
24 period for every 10 hours worked, a 10-minute paid rest break for every four hours worked, or
25 major fraction thereof. Non-exempt employees are also entitled to one-hour pay at their regular
26 pay rate for each day the requisite rest and/or meal periods are not provided.

27 42. Here, at all times during the relevant time period, Plaintiff and the Class routinely
28 worked schedules such that they were due pay at overtime/double time rates.

43. During this period, it was the practice and policy of Defendants to not pay employees at appropriate overtime/double-time rates. Monies for unpaid overtime/double time remain due and owing.

FAILURE TO PAY MINIMUM WAGES

44. Plaintiff and Class members were routinely not paid minimum wages due to Defendants' failure to afford meal/rest breaks.

MEAL BREAKS AFFORDED LATE AND/OR INTERRUPTED

45. Plaintiff and the Class members' meal breaks were at times afforded late and/or routinely interrupted.

REST BREAKS NOT AFFORDED

46. Plaintiff and Class members were routinely not afforded any rest breaks.

FAILURE TO ISSUE ACCURATE WAGE STATEMENTS

47. As a result of Defendant's failure to pay employees at required overtime/double time rates, minimum wages, and afford proper meal/rest breaks, the wage statements issued to the employees did not comply with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") Wage Order 16 in that they did not accurately reflect all wages earned and due and owing.

FAILURE TO PAY WAGES ON TERMINATION

48. As a further result of Defendants' failure to pay employees at required overtime/double time rates, minimum wages and afford proper meal/rest breaks, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 16. Further, it was the practice of Defendants to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 16.

FAILURE TO REIMBURSE BUSINESS EXPENSES

49. Here, Defendants required Plaintiff and the Class to use their personal cell phones and vehicles and bring their tools for work-related purposes but failed to reimburse them for such use and tools.

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1 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

2 50. Defendants failed to reimburse Plaintiff and Class members for maintenance of
3 uniforms. Defendant required Plaintiff and Class members to wear uniforms consisting of shirts
4 with company logos, but required Plaintiff and Class members to clean and maintain the
5 uniforms.

6 **FAILURE TO PAY PROPER WAGES FOR ALTERNATIVE WORKWEEKS**

7 51. Plaintiff and Class members worked 4/10 and 5/8 work schedules. Defendants
8 failed to provide proper wages for alternative workweeks. Plaintiff and Class members were not
9 paid overtime/double time.

10 **FAILURE TO PAY PREVAILING WAGES**

11 52. Defendants failed to pay Plaintiff and Class members at required prevailing wage
12 rates, and when Plaintiff and Class members left their employ, they were not timely paid all wages
13 due them, as required by *Labor Code* §§ 201, 202 and Wage Order No. 16.

14 **FAILURE TO PAY FOR ALL HOURS WORKED**

15 53. Defendants failed to pay for all hours worked since Defendant failed to pay for
16 required training time and instead required Plaintiff and Class members to use their sick hours
17 for training time.

18 **FAILURE TO PAY PROVIDE SICK LEAVE**

19 54. Defendants failed to provide sick leave and allow Plaintiff and Class members to
20 take paid sick days.

21 **FAILURE TO ALLOW INSPECTION OF PERSONNEL RECORDS**

22 55. Defendant failed to allow Plaintiff and Class members to inspect their personnel
23 records.

24 **FIRST CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME/DOUBLE TIME**

26 **(Labor Code §§510, 511, 558, 1194, 1194.3, 1198 and Wage Order 16 By Plaintiff Against**
27 **all Defendants and Does 1-100)**

1 56. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 57. During Plaintiff's entire employment with Defendants, pursuant to Cal. Lab. Code
4 §§510, 1194, and 1198, and IWC Wage Order No. 16, Defendants were required to compensate
5 Plaintiff and Class members with premium pay for all overtime work performed, for hours
6 worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight
7 (8) hours on the seventh (7th) consecutive day of any work week. Further, Defendants were
8 required to compensate Plaintiff with premium pay for all double-time performed, for hours
9 worked in excess of twelve (12) hours per workday and for work in excess of eight hours on any
10 seventh day of a workweek.

11 58. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
12 who had not been paid overtime/double time compensation could recover the unpaid balance of
13 the full amount of overtime/double time wages due, including interest thereon, together with
14 reasonable attorneys' fees and costs of suit.

15 59. Pursuant to IWC Wage Order No 16-2001, § 3, "Employment beyond eight (8)
16 hours in any workday is permissible provided the employee is compensated for such overtime at
17 not less than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours
18 worked in excess of eight (8) hours up to and including twelve (12) hours in any workday...

19 60. California Labor Code section 558 provides in pertinent part:

20 (a) Any employer or other person acting on behalf of an employer who
21 violates, or causes to be violated, a section of this chapter or any
22 provision regulating hours and days of work in any order of the
23 Industrial Welfare Commission shall be subject to a civil penalty as
24 follows:

25 (1) For any initial violation, fifty dollars (\$50) for each underpaid
26 employee for each pay period for which the employee was
27 underpaid in addition to an amount sufficient to recover underpaid
28 wages.

 (2) For each subsequent violation, one hundred dollars (\$100) for
each underpaid employee for each pay period for which the
employee was underpaid in addition to an amount sufficient to
recover underpaid wages.

(3) Wages recovered pursuant to this section shall be paid to the affected employee...

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

61. As a result of Defendants' improper alternative workweek, Plaintiff and Class members were not paid overtime after 40 hours of work in a week at time and one-half their regular rate for hours worked in excess of eight hours a day. Additionally, the Plaintiff and Class members were not paid double-time hours they were owed.

62. Defendants violated Labor Code section 510 and the IWC Wage Order No. 16 when they failed to pay Plaintiff and Class members for their off-the-clock work.

63. Plaintiff and Class members were required by Defendants to use their personal cell phones to communicate with Defendants while off the clock for about 4-5 hours per day for work-related activities such as texting and calling their supervisors/bosses, calculating measurements and viewing blueprints. However, Defendants failed to pay Plaintiff and Class members for their off-the-clock work.

64. Throughout Plaintiff's employment, Plaintiff and Class members worked overtime/double time hours on a daily basis and were not paid overtime/double time pay on a regular basis.

65. Throughout Plaintiff's employment, Defendants failed and refused to pay and properly calculate overtime/double time compensation to Plaintiff and Class Members as required by law.

66. The foregoing overtime/double-time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiff and Class Members suffered damages in an amount to be proven at trial.

67. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover Plaintiff's attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

**(IWC Wage Order No. 16; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiff
Against All Defendants and Does 1 through 100)**

68. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

69. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

70. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 16-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

71. Pursuant to Wage Order 16, Defendants are required to pay the members of the class for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

72. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

1 73. Since Plaintiff and Class members were not afforded compliant meal/rest breaks,
2 they were not paid minimum wages.

3 74. Defendants' pattern, practice, and uniform administration of corporate policy
4 regarding illegal employee compensation as described herein is unlawful and creates an
5 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiff and the members of the class,
6 in a civil action of the unpaid balance of the full amount of wages owing, calculated at the
7 appropriate rate.

8 75. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
9 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
10 *Code* § 1194. Where an employee, such as Plaintiff and the other Class members, are not paid for
11 all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for the
12 time associated with the overtime for which they received no compensation. *See Sillah v.*
13 *Command Int'l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees suing
14 for failure to pay overtime could recover liquidated damages under § 1194.2 if they also showed
15 they were paid less than minimum wage); *accord Andrade v. Arby's Rest. Grp., Inc.*, 225 F. Supp.
16 3d 1115, 1132-33 (N.D. Cal. 2016).

17 76. Plaintiff and the other Class Members suffered and continue to suffer losses
18 related to the use and enjoyment of compensation due and owing to them as a direct result of
19 Defendants' unlawful acts and Labor Code violations in an amount to be shown according to
20 proof at trial and within the jurisdictional limitations of this Court.

21 77. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiff and the
22 Class are entitled to recover the unpaid balances of the minimum wages Defendants owe them,
23 plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

24 **THIRD CAUSE OF ACTION**

25 **FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS**

26 **(IWC Wage Order No. 16; Labor Code §§ 226.7, 512 By Plaintiff Against All Defendants**
27 **and Does 1 through 100)**

1 78. Plaintiff and the Class reallege and incorporate by reference all of the allegations
2 set forth in this First Amended Complaint.

3 79. California Labor Code §226.7(a) prohibits an employer from requiring an
4 employee to work during any meal period mandated by IWC Wage Order No. 16. Section
5 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee
6 to work during a meal or rest break or recovery period mandated pursuant to an applicable statute,
7 or applicable regulation, standard, or order of the Industrial Welfare Commission..."

8 80. California Labor Code §1198 makes unlawful the employment of an employee
9 under conditions the IWC prohibits.

10 81. IWC Order No. 16-2001(11)(A) provides, in relevant part: "No employer shall
11 employ any person for a work period of more than five (5) hours without a meal period of not
12 less than 30-minutes, except that when a work period of not more than six (6) hours will complete
13 the day's work the meal period may be waived by mutual consent of the employer and the
14 employee."

15 82. IWC Order No. 16-2001 (11)(c) further provides, in relevant part: "Unless the
16 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
17 considered an 'on duty' meal period and counted as time worked."

18 83. Section 512(a) of the California Labor Code provides, in relevant part, that:

19 An employer may not employ an employee for a work period of more than five
20 hours per day without providing the employee with a meal period of not less than
21 30-minutes, except that if the total work period per day of the employee is no
22 more than six hours, the meal period may be waived by mutual consent of both
23 the employer and employee. An employer may not employ an employee for a
24 work period of more than 10 hours per day without providing the employee with
25 a second meal period of not less than 30-minutes, except that if the total hours
26 worked is no more than 12 hours, the second meal period may be waived by
27 mutual consent of the employer and the employee only if the first meal period
28 was not waived.

26 84. The Labor Code and Wage Order provisions cited above require California
27 employers to provide employees with off-duty 30-minute meal periods on or before the fifth hour
28 of their shifts.

1 85. To satisfy this obligation, California employers must: (1) make employees aware
2 of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and (2) ensure
3 that employees are actually free of job duties for thirty minutes per day on or before the fifth hour
4 of their shifts.

5 86. As alleged herein, Defendants failed to relieve employees of duties for timely meal
6 breaks throughout the Class Period. Plaintiff and the members of the class were at times required
7 to work through their meal period at the fifth hour of their shifts at the direction of Defendants
8 and/or with their endorsement, encouragement, knowledge and acquiescence. Moreover,
9 Defendants routinely interrupted Plaintiff and Class members' meal breaks. Further, Plaintiff and
10 Class members were routinely not afforded second meal periods on days when they worked 12
11 or more hours, as required by law. Plaintiff and Class members did not sign waivers regarding
12 their second meal breaks.

13 87. Plaintiff and Class members were routinely not afforded legally compliant meal
14 breaks.

15 88. Under California law, employers must also record their employees' meal periods:
16 "Every employer shall keep accurate information with respect to each employee, including the
17 following: ... Meal periods ... shall also be recorded. Meal periods during which operations cease
18 ... need not be recorded." IWC Order No. 16, § (7)(A)(3). Where the employer has failed to keep
19 records required by statute, the consequences of such failure should fall on the employer, not the
20 employee. In such a situation, imprecise evidence by the employee can provide a sufficient basis
21 for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727 (1988). Inasmuch as Defendants
22 had an obligation under the record-keeping requirements of the Wage Order to track meal periods
23 unless "all work ceases," Defendants knew or should have known its employees were regularly
24 missing meal periods during the Class Period.

25 89. Defendants have a policy or practice of failing to ensure that Plaintiff and
26 members of the class take the meal periods required by California Labor Code §226.7 and IWC
27 Wage Order No. 16-2001 §11.

28 ///

90. By their actions in not affording Plaintiff and Class Members meal periods, Defendants violated Cal. Lab. Code §226.7(b) and section 11 of the Wage Order in the amount of one additional hour of pay at the employee's regular rate of compensation for each work period during each day in which Defendants failed to provide employees with statutory timely off-duty meal periods.

91. Defendants also have a policy or practice of failing to pay each of their employees who was not provided with a meal period as required an additional one hour of compensation at each employee's regular rate of pay.

92. Cal. Labor Code § 218 authorizes Plaintiff and the members of the class to bring a private right of action to recover wages due based on the deprivation of timely meal periods under Cal. Labor Code § 226.7(b).

93. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and members of the 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, attorneys' fees and penalties and other appropriate relief due to Defendants' violations of the California Labor Code and the applicable IWC Wage Orders.

FOURTH CAUSE OF ACTION

FOR FAILURE TO PROVIDE REST PERIODS

**(Labor Code § 226.7 and IWC Wage Order No. 16 By Plaintiff Against All Defendants
and Does 1 through 100)**

94. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

95. Labor Code § 226.7 and Wage Order No. 16 provide that employers shall authorize and permit all employees to take rest periods at the rate of ten minutes net rest time per four hours of work, or major fraction thereof.

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1 96. Labor Code § 226.7 and Wage Order No. 16 provide that if an employer fails to
2 provide an employee with rest periods in accordance with those provisions, the employer shall
3 pay the employee one hour of pay at the employee's regular rate of compensation for each
4 workday that the rest periods were not so provided.

5 97. Defendants have intentionally and improperly denied any rest periods to Plaintiff
6 and the Class in violation of Labor Code § 226.7 and Wage Order No. 16.

7 98. At all times relevant hereto, Plaintiff and members of the class have worked 8-12
8 or more hours daily.

9 99. At all times relevant hereto, Defendants failed to provide rest periods as required
10 by Labor Code § 226.7, and Wage Order No. 16. Plaintiff and Class members were routinely not
11 afforded any rest breaks. Further, Plaintiff and Class members were routinely not afforded third
12 rest breaks on their 12-hour shifts.

13 100. By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiff
14 and the Class, Plaintiff and the Class have suffered, and will continue to suffer, damages in
15 amounts which are presently unknown to Plaintiff and the Class, but which exceed the
16 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

17 **FIFTH CAUSE OF ACTION**

18 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE ITEMIZED**

19 **WAGE STATEMENTS**

20 **(Labor Code §226 By Plaintiff Against all Defendants and Does 1 through 100)**

21 101. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this First Amended Complaint.

23 102. Pursuant to IWC Wage Order No. 16, Defendants were the employers of Plaintiff
24 and the Class.

25 103. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 16-
26 2001 section 7, Defendants are required to maintain and provide accurate records relating to
27 employee compensation, including all formulas and production records used to calculate wages
28 due.

104. Defendants are further required to provide, *inter alia*, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2) all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which the employee is being paid; (5) the name of the employee; and (6) the name and address of the legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

105. Section 226(e) provides that an employee is entitled to recover \$50 for the initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay periods in which the employer knowingly and intentionally failed to provide accurate itemized statements to the employee causing the employee to suffer injury.

106. Notwithstanding these provisions. Defendants have engaged in a uniform practice of refusing to maintain and provide the accurate records and wage statements required by California law.

107. The company name listed on Plaintiff and Class members' paystubs is not listed on the California Secretary of State's website or the Los Angeles County Clerk's website.

108. Throughout the Class Period, Defendants intentionally and knowingly provided Plaintiff and other members of the class with weekly itemized wage statements containing inaccurate information regarding the wages earned by Plaintiff and members of the class in that the payments owed to Plaintiff and the members of the class for overtime/double time compensation, minimum wages, untimely or missed meal and rest periods, wages owed due to failure to provide proper wages for alternative workweeks, prevailing wages, wages for all hours worked and sick pay were not included in gross wages earned by Plaintiff and members of the class. Further, Defendant failed to furnish Plaintiff and the Class, upon payment of wages, itemized statements accurately showing the number of hours worked and the rates paid.

109. As a result, Plaintiff and members of the class have been injured by having been deprived of the true facts pertaining to their compensation and employment.

110. Plaintiff and members of the class were damaged by these failures because, among other things, the failures led them to believe that they were not entitled to overtime/ double time

1 compensation, minimum wages, pay for meal and rest periods not provided, proper wages for
2 alternative workweeks, prevailing wages, wages for all hours worked and sick pay, even though
3 they were so entitled and these failures hindered them from determining the amounts of wages
4 owed to them.

5 111. Plaintiff and members of the class are entitled to the amounts provided in Labor
6 Code §226(e), plus attorneys' fees and costs.

7 112. As a result, Plaintiff seeks recovery of the penalties authorized by Labor Code
8 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are provided
9 by law for Defendants' improper conduct.

10 **SIXTH CAUSE OF ACTION**

11 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

12 **(Labor Code §§201-203 By Plaintiff Against All Defendants and Does 1 through 100)**

13 113. Plaintiff and the Class reallege and incorporate by reference all of the allegations
14 set forth in this First Amended Complaint.

15 114. Labor Code § 201(a) provides that a discharged employee's unpaid wages are due
16 and payable immediately. Labor Code § 202(a) provides that when an employee resigns from
17 employment, unpaid wages are due and payable within 72 hours of resignation.

18 115. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
19 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
20 paid, not to exceed thirty days.

21 116. Plaintiff and the Class were discharged and/or resigned from Defendants' employ,
22 and Defendants willfully failed to pay Plaintiff and the Class wages due them.

23 117. Although Plaintiff was paid on his termination date of April 18, 2024, his last
24 paycheck was incomplete since Defendants failed to pay for hours he spent performing electrical
25 work. Further, although Defendants made a direct deposit to Plaintiff's account on May 23, 2024,
26 no waiting time penalties were included.

27 118. Under Labor Code § 203(a), Plaintiff and the Class are entitled to one day's wages
28 for each day he or she was not timely paid, not to exceed 30 days' wages.

1 **SEVENTH CAUSE OF ACTION**

2 **REIMBURSEMENT OF BUSINESS EXPENSES**

3 **(Cal. Labor Code §2802 By Plaintiff Against All Defendants and Does 1 through 100)**

4 119. Plaintiff and the Class reallege and incorporate by reference all of the allegations
5 set forth in this First Amended Complaint.

6 120. Labor Code §2802 requires employers to indemnify employees for all necessary
7 expenditures incurred by employees in the discharge of their duties.

8 121. At all times relevant herein, Defendants were aware that Plaintiff and Class
9 members were using their personal cell phones, vehicles and purchasing tools/equipment for
10 business, but failed to indemnify Plaintiff and Class members for all their business-related
11 expenses, including wear and tear expenses, in accordance with Labor Code §2802. Plaintiff is
12 informed and believes and thereon alleges that at all relevant times, Defendants maintained a
13 practice of not reimbursing Plaintiff and Class Members for their work-related expenses that they
14 incurred in using their cell phones, vehicles and tools/equipment for work-related purposes.

15 122. As a result of Defendant's conduct, Plaintiff and Class Members suffered damages
16 in an amount, subject to proof, to the extent they were not reimbursed for all of their business-
17 related expenses incurred in the discharge of their duties.

18 123. Pursuant to Labor Code §2802, Plaintiff and Class Members are entitled to recover
19 the full amount of their unreimbursed business expenses, reasonable attorneys' fees and costs of
20 suit.

21 **EIGHTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE UNIFORM MAINTENANCE ALLOWANCE**

23 **(Labor Code §2802 By Plaintiff Against All Defendants and Does 1 through 100)**

24 124. Plaintiff and the Class reallege and incorporate by reference all of the allegations
25 set forth in this First Amended Complaint.

26 125. Under California law, if an employer requires employees to wear a uniform, the
27 employer must pay for and maintain the uniform for the employee. Labor Code
28 §2802.

1 126. In addition to the cost of the uniform, the employer must provide employees with
2 reasonable maintenance of the uniforms. The employer can either maintain the uniform itself or
3 pay the employee a weekly maintenance allowance.

4 127. An employer may never impose a financial burden on employees, with respect to
5 paying for and maintaining clothing, which would reduce the employees' wage rate below the
6 minimum wage.

7 128. Here, Defendants required Plaintiff and Class members to wear company shirts
8 with logos. However, Defendants do not maintain the uniforms. Plaintiff and members of the
9 class pay for the maintenance and cleaning themselves.

10 129. Defendants failed to reimburse for maintaining the uniforms nor pay Plaintiff and
11 members of the class a weekly maintenance allowance.

12 130. As a proximate result of the aforementioned violations of Labor Code § 2802,
13 Plaintiff and members of the class have been damaged in an amount according to proof at the
14 time of trial.

15 131. As a proximate result of the aforementioned violations of § 2802, Plaintiff and
16 members of the class are entitled to recovery from Defendants for reimbursement of necessary
17 expenditures, including interest and attorneys' fees.

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PROPER WAGES FOR ALTERNATIVE WORKWEEKS**

20 ***(Labor Code § 511 By Plaintiff against all Defendants and Does 1 through 100)***

21 132. Plaintiff and the Class reallege and incorporate by reference all of the allegations
22 set forth in this First Amended Complaint.

23 133. At all times relevant, Plaintiff and Class members worked as non-exempt
24 employees entitled to overtime and double time.

25 134. Upon information and belief, Defendants required Plaintiff and the Class members
26 to work under an improper alternative workweek without following California mandatory
27 election procedures established under the IWC wage order.

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1 135. Upon information and belief, Defendants adopted an alternative workweek
2 schedule without written disclosure to the affected employees and without a secret ballot election.

3 136. On information and belief, Defendants did not disclose in writing to Plaintiff and
4 the Class members the intention of adopting an alternative workweek. Additionally, upon
5 information and belief, Defendants did not conduct a secret ballot election, and thus, the
6 alternative workweek was not approved by two-thirds of the affected employees in Plaintiff's
7 work unit as required by IWC Wage Order No. 16. Plaintiff and Class members did not know of
8 or participate in any election to adopt an alternative workweek schedule in their work unit.

9 137. As a result of Defendants' improper alternative workweek, Plaintiff and Class
10 members did not receive overtime compensation at time and one-half their regular rate for hours
11 worked in excess of eight hours a day. Further, Plaintiff and Class members did not receive double
12 time compensation at double their regular rate for hours worked in excess of twelve hours a day.

13 138. Defendants violated Labor Code § 511 and IWC Wage Order No. 16 when they
14 failed to pay Plaintiff and Class members overtime wages for any and all work performed in
15 excess of eight (8) hours per day, forty (40) hours per week, and/or double time for any and all
16 work performed in excess of twelve (12) hours per day, as required by law.

17 139. Section 511 of the California Labor Code states: (a) Upon the proposal of an
18 employer, the employees of an employer may adopt a regularly scheduled alternative workweek
19 that authorizes work by the affected employees for no longer than 10 hours per day within a 40-
20 hour workweek without the payment to the affected employees of an overtime rate of
21 compensation pursuant to this section. A proposal to adopt an alternative workweek schedule
22 shall be deemed adopted only if it receives approval in a secret ballot election by at least two-
23 thirds of affected employees in a readily identifiable work unit. The regularly scheduled
24 alternative workweek proposed by an employer for adoption by employees may be a single work
25 schedule that would become the standard schedule for workers in the work unit or a menu of
26 work schedule options from which each employee in the unit would be entitled to choose. (b) An
27 affected employee working longer than eight hours but not more than 12 hours in a day pursuant
28 to an alternative workweek schedule adopted pursuant to this section shall be paid an overtime

1 rate of compensation of no less than one and one-half times the regular rate of pay of the employee
2 for any work in excess of the regularly scheduled hours established by the alternative workweek
3 agreement and for any work in excess of 40 hours per week. An overtime rate of compensation
4 of no less than double the regular rate of pay of the employee shall be paid for any work in excess
5 of 12 hours per day and for any work in excess of eight hours on those days worked beyond the
6 regularly scheduled workdays established by the alternative workweek agreement. Nothing in
7 this section requires an employer to combine more than one rate of overtime compensation in
8 order to calculate the amount to be paid to an employee for any hour of overtime work.

9 140. Plaintiff alleges that he and Class members worked 4/10 and 5/8 (work schedules.
10 Defendants failed to provide proper wages for alternative workweeks. Plaintiff and Class
11 members were not paid overtime. Further, Plaintiff and Class members were also not paid double
12 time.

13 141. Defendants failed to pay Plaintiff and the Class all overtime/double time wages as
14 established under IWC Wage Order No. 16 when they failed to compensate one and one-half
15 times the employee's regular rate for hours worked in excess of eight (8) hours a day, as alleged
16 herein and double the employee's regular rate for hours worked in excess of twelve (12) hours a
17 day.

18 142. Labor Code § 1194, in part, provides that any employee receiving less than the
19 legal overtime/double time compensation is entitled to recover in a civil action the unpaid balance
20 of the full amount of the overtime/double time compensation.

21 143. Defendants have knowingly and willfully refused to perform their obligations to
22 compensate Plaintiff and Class members for all wages earned and all hours worked, in violation
23 of state law. As a direct result, Plaintiff and Class members have suffered, and continue to suffer,
24 substantial losses related to the use and enjoyment of such wages, lost interest on such wages,
25 and expenses and attorneys' fees in seeking to compel Defendants to fully perform their
26 obligation under state law, in accordance with Plaintiff and the Class members' respective damage
27 amounts, according to proof at the time of trial.

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1 144. Defendants committed such actions alleged knowingly and willfully, with the
2 wrongful and deliberate intention of injuring Plaintiff and Class members, from improper motives
3 amounting to malice, and in conscious disregard of Plaintiff and Class members' rights.

4 145. Plaintiff and Class members are thus entitled to recover nominal, actual,
5 compensatory, punitive, and exemplary damages in amounts, according to proof at the time of
6 trial.

7 146. As a proximate result of the above-mentioned violations, plaintiff and Class
8 members have been damaged in an amount according to proof at the time of trial.

9 **TENTH CAUSE OF ACTION**

10 **FAILURE TO PAY PREVAILING WAGES**

11 **(Labor Code §§204, 510, 1194, 1194.2, 1197.1, 1198, 1720, 1770, 1771, 1773, 1773.1, 1774,**
12 **1776 and 1778 and IWC Wage Order No. 16 By Plaintiff Against All Defendants and Does**
13 **1-100)**

14 147. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this First Amended Complaint.

16 148. Defendants have provided services on public works projects as defined by
17 California Labor Code section 1720 *et seq.*

18 149. Pursuant to Labor Code §1194, Defendants had a duty to pay Plaintiff and Class
19 members not less than the minimum required Total Hourly Rate of pay and legal overtime/double
20 time wage for their work on various public works projects.

21 150. Plaintiff and Class members worked as Electricians on various public works
22 projects. However, Defendants failed to compensate Plaintiff and Class members at the prevailing
23 wage rate for Electricians for all work performed. Instead, Defendants paid Plaintiff and Class
24 members at a rate lower than the prevailing wage rate for an Electrician.

25 151. Plaintiff worked on a prevailing wage project in Oakland, California and was
26 supposed to be paid \$93.00 per hour for electrical work, but Defendant only paid him \$53.00 per
27 hour for “labor”. After Plaintiff complained to Defendants’ payroll department in August 2023,
28 he was paid the difference, but without interest and late penalties.

1 152. In performing public works projects subject to the prevailing wage laws,
2 Defendants have paid Plaintiff and Class members less than the applicable prevailing wage
3 required by Labor Code sections 1771 and 1774 and applicable prevailing wage determinations
4 issued by the DIR.

5 153. California Labor Code section 558 provides in pertinent part:

6 (a) Any employer or other person acting on behalf of an employer who
7 violates, or causes to be violated, a section of this chapter or any
8 provision regulating hours and days of work in any order of the
Industrial Welfare Commission shall be subject to a civil penalty as
follows:

9 (1) For any initial violation, fifty dollars (\$50) for each underpaid
10 employee for each pay period for which the employee was
underpaid in addition to an amount sufficient to recover underpaid
11 wages.

12 (2) For each subsequent violation, one hundred dollars (\$100) for
13 each underpaid employee for each pay period for which the
employee was underpaid in addition to an amount sufficient to
14 recover underpaid wages.

15 (3) Wages recovered pursuant to this section shall be paid to the
affected employee...

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

18 154. In committing these actions, Defendants willfully and intentionally violated their
19 statutory duty to pay Plaintiff and Class members prevailing wages for work performed on public
20 works projects, as required by Labor Code sections 1771 and 1774. Defendants' failure to pay
21 the applicable prevailing wage constitutes felony wage theft under Labor Code section 1778.

22 155. Labor Code section 204 requires employers to pay all wages that are due and
23 payable on an employee's regular payday. By failing to pay Plaintiff and Class members
24 prevailing wages for all hours worked on each regular payday, Defendants failed to comply with
25 Labor Code section 204.

26 156. As a result of Defendants' alleged violation of their statutory duties, Plaintiff and
27 Class members have been damaged in an amount within the jurisdictional limits of the Court,
28 according to proof.

1 157. Plaintiff and Class members seek the difference between the required prevailing
2 wage rate for each hour worked and the amount actually paid.

3 158. Plaintiff and Class members request monetary damages and/or restitution
4 sufficient to restore all prevailing wages due and owing pursuant to Labor Code section 1194,
5 penalties and prejudgment interest.

6 159. As to any underpayment of prevailing wages, Plaintiff and Class members are
7 owed liquidated damages pursuant to Labor Code section 1194.2.

8 160. Plaintiff and Class members are further entitled to attorneys' fees and costs
9 pursuant to Labor Code sections 1194 and Cal. Civ. Code §1717.

10 **ELEVENTH CAUSE OF ACTION**
11 **FAILURE TO PAY FOR ALL HOURS WORKED**

12 **(Cal. Labor Code § 204; IWC Wage Order No. 16 By Plaintiff against Defendants and**
13 **Does 1 through 100)**

14 161. Plaintiff and the Class reallege and incorporate by reference all of the allegations
15 set forth in this First Amended Complaint.

16 162. At all times relevant to this action, Plaintiff and members of the class were
17 employed by Defendants within the meaning of the California Labor Code.

18 163. California Labor Code section 204 requires an employer, such as Defendants, to
19 pay employees for all work performed on the job.

20 164. Section 4 of IWC Wage Order No. 16 requires that employers pay employees for
21 all hours worked, including time spent being trained.

22 165. At all times relevant herein, Defendants were required to compensate their non-
23 exempt employees for all hours worked pursuant to Wage Order No. 16 and Cal. Labor Code
24 §§200, 223, 226, 500, 510, 1197, 1198.

25 166. During the class period, Defendants had, and continue to have, a policy and
26 practice of failing to compensate its employees for all hours worked. Instead of paying Plaintiff
27 and Class members for their training time, Defendants required Plaintiff and Class members to
28 use their sick hours.

167. Defendants had, and continue to have, a policy and practice of requiring, suffering, or otherwise permitting employees to attend training properly without compensating them for all of the time spent training.

168. By requiring Plaintiff and Class members to attend mandatory training without compensation as alleged above, Defendants willfully have violated and continue to violate the provisions of California Labor Code section 204.

169. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and the Class for all hours worked.

170. As a result of the unlawful acts of Defendants, Plaintiff and Class members have been deprived of compensation in amounts to be determined at trial and are entitled to recovery of such amounts, in addition to penalties, plus interest thereon, attorneys' fees, and costs, under Labor Code section 1194.

TWELFTH CAUSE OF ACTION

FAILURE TO PROVIDE SICK LEAVE

(Cal. Labor Code § 246; IWC Wage Order No. 16 By Plaintiff against Defendants and Does 1 through 100)

171. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

172. Although Plaintiff and Class members accrued paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, Defendants did not allow them to use their accrued sick days and did not pay them sick pay. Plaintiff was terminated for requesting one sick day off.

173. Here, Defendants did not provide paid sick days to Plaintiff and Class members.

174. Because Defendants failed to properly provide sick leave, Defendants are liable to Plaintiff and Class members for payment at the regular rate of compensation for each sick time period that Defendants did not provide sick pay, pursuant to Labor Code section 246.

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1 175. Defendants' unlawful acts deprived Plaintiff and Class members of sick pay in
2 amounts to be determined at trial, and they are entitled to recover these amounts, with interest,
3 attorneys' fees, and costs.

4 **THIRTEENTH CAUSE OF ACTION**

5 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

6 ***(Labor Code §1198.5 By Plaintiff against all Defendants and Does 1 through 100)***

7 176. Plaintiff and the Class reallege and incorporate by reference all of the allegations
8 set forth in this First Amended Complaint.

9 177. California Labor Code Section 1198.5 provides:

- 10 (a) Every current and former employee, or his or her representative, has the right
11 to inspect and receive a copy of the personnel records that the employer
12 maintains relating to the employee's performance or to any grievance
13 concerning the employee.
14 (b) The employer shall make the contents of those personnel records available
15 for inspection to the current or former employee, or his or her representative,
16 at reasonable intervals and at reasonable times, but not later than 30 calendar
17 days from the date the employer receives a written request, unless the current
18 or former employee, or his or her representative, and the employer agree in
19 writing to a date beyond 30 calendar days to inspect the records, and the
20 agreed-upon date does not exceed 35 calendar days from the employer's
21 receipt of the written request to inspect the records. Upon a written request
22 from a current or former employee, or his or her representative, the employer
23 shall also provide a copy of the personnel records, later than 30 calendar
24 days from the date the employer receives the request...
25 (k) If an employer fails to permit a current or former employee, or his or her
26 representative, to inspect or copy personnel records within the times specified
27 in this section... the current or former employee may recover a penalty of
28 seven hundred fifty dollars (\$750) from the employer.
- (1) A current or former employee may also bring an action for injunctive relief
to obtain compliance with this section and may recover costs and
reasonable attorney's fees in such an action.

25 178. Additionally, pursuant to Wage Order 16, at section 7 re: Records, employers are
26 required to keep accurate payroll records on each employee, and such records must be made
27 readily available for inspection by the employee upon reasonable request. The employer must
28 also maintain accurate production records.

179. On or about August 29, 2024, Plaintiff's counsel issued a written request to Defendants for copies of his personnel records.

180. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiff's hours worked, wage statements and compensation. Plaintiff's counsel and Defendants did not enter into an agreement to enlarge the time for Defendants' compliance, and Defendants have failed and refused to permit Plaintiff copies of his records.

181. As a direct result and consequence of Defendants' failure and refusal to permit Plaintiff full access to his records, Plaintiff seeks injunctive relief in the form of an order or decree mandating Defendants' compliance. Plaintiff has suffered and will suffer harm as a result of Defendants' ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty of \$750 based upon Defendants' violation of §1198.

FOURTEENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Business & Professions Code §§ 17200 *et seq.* By Plaintiff Against All Defendants and Does 1 through 100)

182. Plaintiff and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

183. Pursuant to applicable IWC Wage Orders, Defendants were the employers of Plaintiff and the Class. Defendants are also "person(s)" as that term is defined in Business & Professions Code §17021.

184. The Business & Professions Code defines unfair competition as any unlawful, unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct described herein, Defendants have engaged in unfair and unlawful practices by failing to (1) pay Plaintiff and the Class overtime/double time compensation; (2) pay minimum wages; (3) pay Plaintiff and the Class meal periods not provided, (4) pay Plaintiff and the Class rest periods not provided, (5) furnish Plaintiff and the Class with accurate itemized wage statements, (6) pay Plaintiff and the Class wages due when leaving their employ, (7) reimburse business expenses,

1 (8) provide uniform maintenance allowances, (9) pay proper wages for alternative workweeks;
2 (10) pay prevailing wages, (11) pay for all hours worked, (12) pay sick pay, and (13) allow
3 inspection of employment records, all in violation of Business & Professions Code §§ 17200 *et*
4 *seq.*

5 185. By and through the unfair and unlawful business practices described herein,
6 Defendants have obtained valuable property, money and services from the Plaintiff and the Class
7 and have deprived them of valuable rights and benefits guaranteed by law, all to the detriment of
8 Plaintiff and the Class.

9 186. All the acts described herein are violations of, among other things, the Labor Code
10 and applicable Industrial Commission Wage Orders, are unlawful and in violation of public
11 policy; and in addition, are immoral, unethical, oppressive, and unscrupulous, and thereby
12 constitute unfair and unlawful business practices in violation of Business & Professions Code §§
13 17200 *et seq.*

14 187. Plaintiff and the Class are entitled to, and do, seek such relief as may be necessary
15 to restore to them the money and property which Defendants have acquired, or of which Plaintiff
16 and the Class have been deprived by means of the above-described unfair and unlawful business
17 practices.

18 188. Plaintiff and the Class are further entitled to, and do, seek a declaration that the
19 above-described business practices are unfair and unlawful, and that injunctive relief should be
20 issued restraining Defendants from engaging in any of the above-described unfair and unlawful
21 business practices in the future.

22 189. Plaintiff and the Class have no plain, speedy, and/or adequate remedy at law to
23 redress the injuries which they have suffered as a consequence of the unfair and unlawful business
24 practices of Defendants. As a result of the unfair and unlawful business practices described above,
25 Plaintiff and the Class have suffered and will continue to suffer irreparable harm unless
26 Defendants are restrained from continuing to engage in these unfair and unlawful business
27 practices. In addition, Defendants should be required to disgorge the unpaid moneys to Plaintiff
28 and the Class.

1 **FIFTEENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEY GENERAL ACT**

3 **(Damages Pursuant to Private Attorney General Act Against All Defendants and Does 1**
4 **through 100)**

5 190. Plaintiff and the Class reallege and incorporate by reference all of the allegations
6 set forth in this First Amended Complaint.

7 191. Plaintiff brings this action on his own behalf and on behalf of all current and
8 former employees of Defendants who were employed in California for the previous four years
9 seeking to recover unpaid wages, including but not limited to overtime/double-time, minimum
10 wages or prevailing wages, provide meal/rest breaks (or pay the statutory compensation due),
11 issue accurate wage statements, pay wages on termination, reimburse business expenses, pay sick
12 pay, allow inspection of employment records and unfair competition, as set forth in this pleading.

13 192. On August 29, 2024, Plaintiff, pursuant to California Labor Code §§2699, et seq.,
14 by and through Plaintiff's attorneys, uploaded a Private Attorney General Act ("PAGA") claim
15 to the State of California Labor and Workforce Development Agency ("LWDA") and sent a letter
16 via Certified Mail Return Receipt Requested to the Defendants.

17 193. More than 65 days have passed since the above letter, and Plaintiff's counsel has
18 not received any notice from the LWDA stating an intention to prosecute Plaintiff's PAGA
19 claims.

20 194. Plaintiff has, therefore, complied with the administrative exhaustion requirements
21 of PAGA.

22 195. Plaintiff seeks Labor Code penalties, attorney's fees, and costs in an amount
23 according to proof at trial, as provided by the Labor Code Private Attorney General Act.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in his favor
26 and against Defendants, and each of them, as follows:

27 1. For compensatory damages in the amount of unpaid overtime/double time due to
28 Plaintiff and Class Members, according to proof;

2. For compensatory damages in the amount of minimum wages due to Plaintiff and Class Members, according to proof;

3. For compensatory damages in the amount of prevailing wages, according to proof;

4. For one (1) hour of pay at the regular rate of compensation for Plaintiff and Class Members for each workday that a meal and/or rest period was not provided;

5. For compensatory damages in the amount of Plaintiff and Class members' cell phone expenses, vehicles and tools for business purposes, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);

6. For compensatory damages for failure to indemnify for uniform maintenance;

7. For compensatory damages for failure to pay proper wages for alternative workweeks;

8. For an award of consequential damages in Plaintiff and Class Members' favor and against Defendants, in an amount to be proven at trial;

9. For all sick wages owed;

10. For compensatory damages in the amount of unpaid wages due to failure to pay for all hours worked in accordance with California labor and employment law;

11. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

12. For payment to Plaintiff and Class members of waiting time penalties pursuant to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of termination or layoff, multiplied by the total amount of days elapsed between the date of the involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30 days' pay, according to proof;

13. For specific relief, enforcing waiting time penalties of 30 days of per diem wages pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

14. For prejudgment interest accrued on all due and unpaid overtime/double time, prevailing wages and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and 1194(a), according to proof;

///

15. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, 1198.5, 1771.6, 1775, according to proof;
16. For civil penalties pursuant to *Cal. Labor Code* § 1198 and Wage Order 16-2001(14);
17. For penalties pursuant to *Cal. Labor Code* § 2699(g);
18. For reasonable costs, including attorneys' fees, in an amount according to proof pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 1198.5(1), 218.5, 2802, *Cal. Code of Civ. Proc.* §1021.5, and/or Private Attorney General Act;
19. For an award of restitution of wages to Plaintiff and Class Members in an amount equal to the amount of wages owed and unpaid, according to proof;
20. For injunctive relief requiring Defendants to comply with Labor Code 1198.5(b)(1);
21. For injunctive relief ordering the continuing unfair business acts and practices to cease, as the Court deems just and proper;
22. For other injunctive relief ordering Defendants to notify Plaintiff and Class members that they have not been paid the proper amounts in accordance with California law;
23. For punitive and exemplary damages in a sum to be determined at trial; and
24. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff Diego Santana Lopez hereby respectfully requests a trial by jury for all claims and issues raised in his First Amended Complaint that may be entitled to a jury trial.

Date: November 6, 2024

LIPELES LAW GROUP, APC

By: 
Jasmine J. Badawi
Attorneys for Plaintiff,
DIEGO SANTANA LOPEZ