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DAVID BIRRUETA RAMOS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DAVID BIRRUETA RAMOS,
individually, and on behalf of other
members of the general public similarly
situated, and as an aggrieved employee
and Private Attorney General;

Plaintiff,

v.

ALI & OBAID MARKETING, INC., a
California corporation d/b/a SHAFTER
APPLE MARKET; A&S GROCERS
INC., a California corporation d/b/a
PORTERVILLE APPLE MARKET;
APPLE SUPERMARKETS INC., a
California corporation d/b/a WASCO
APPLE MARKET; and DOES 1 through
100, inclusive;

Defendants.

Case No. BCV-24-103159

*Assigned for All Purposes to:
Hon. Bernard C. Barmann, Jr.
Bakersfield Division H*

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION COMPLAINT
FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid);
- (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of California Labor Code §§ 226(a) and 246(i) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);

(9) Violation of California Business &
Professions Code §§ 17200, *et seq.*
(10) Violation of California Labor Code
§§ 2699, *et seq.* (Private Attorneys General
Act)

DEMAND FOR JURY TRIAL

Plaintiff DAVID BIRRUETA RAMOS ("Plaintiff"), individually, and on behalf of other members of the general public similarly situated, and as a private attorney general, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants (i) ALI & OBAID MARKETING, INC., a California corporation doing business as SHAFTER APPLE MARKET; (ii) A&S GROCERS INC., a California corporation doing business as PORTERVILLE APPLE MARKET; (iii) APPLE SUPERMARKETS INC., a California corporation doing business as WASCO APPLE MARKET; and (iv) DOES THROUGH 100 (hereinafter also collectively referred to as "Defendants") for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants' failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wages, failure to timely pay wages during and after employment, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff's First through Ninth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," as defined more fully in paragraph 16, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's Tenth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of

1 the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved
2 Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved
3 employee against whom one or more of the alleged violations occurred. The civil penalties sought
4 by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
5 according to proof at trial.

6 4. The Court has jurisdiction over this action pursuant to the California Constitution,
7 Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes"
8 except those given by statute to other courts. The statutes under which this action is brought do not
9 specify any other basis for jurisdiction.

10 5. This Court has jurisdiction over Defendants because, upon information and belief,
11 Defendants are all citizens of California, all have sufficient minimum contacts in California, or
12 otherwise all intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice.

15 6. Venue is proper in this Court because, upon information and belief, Defendants
16 maintain offices, have agents, and/or transact business in the State of California, including the
17 County of Kern. Moreover, the acts and omissions alleged herein relating to Plaintiff took place in
18 the State of California, including the County of Kern. Defendants employed Plaintiff within the
19 State of California, County of Kern.

20 **PARTIES**

21 7. Plaintiff DAVID BIRRUETA RAMOS is an individual residing in the County of
22 Kern, State of California.

23 8. Defendant ALI & OBAID MARKETING, INC., at all times herein mentioned, was
24 and is, upon information and belief, a California corporation headquartered in the State of California
25 that owns and operates and does business as SHAFTER APPLE MARKET, and at all times herein
26 mentioned, was and is, an employer whose employees are engaged throughout the State of
27 California, including the County of Kern.

28 9. Defendant APPLE SUPERMARKETS INC., at all times herein mentioned, was and

1 is, upon information and belief, a California corporation headquartered in the State of California that
2 owns and operates and does business as WASCO APPLE MARKET, and at all times herein
3 mentioned, was and is, an employer whose employees are engaged throughout the State of
4 California, including the County of Kern.

5 10. Defendant A&S GROCERS INC., at all times herein mentioned, was and is, upon
6 information and belief, a California corporation headquartered in the State of California that owns
7 and operates and does business as PORTERVILLE APPLE MARKET, and at all times herein
8 mentioned, was and is, an employer whose employees are engaged throughout the State of
9 California, including the County of Tulare.

10 11. At all relevant times, Defendants ALI & OBAID MARKETING, INC., doing
11 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
12 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO
13 APPLE MARKET, and DOES 1 through 100, were the “employer” of Plaintiff within the meaning
14 of all applicable California laws and statutes, including the California Labor Code and Industrial
15 Welfare Commission Wage Orders ("Wage Orders").

16 12. At all times herein relevant, Defendants ALI & OBAID MARKETING, INC., doing
17 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
18 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO
19 APPLE MARKET, and DOES 1 through 100, and each of them, were the agents, partners, joint
20 venturers, joint employers, representatives, servants, employees, successors-in-interest, co-
21 conspirators and assigns, each of the other, and at all times relevant hereto were acting within the
22 course and scope of their authority as such agents, partners, joint venturers, joint employers,
23 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, and all acts
24 or omissions alleged herein were duly committed with the ratification, knowledge, permission,
25 encouragement, authorization, and consent of each defendant designated herein.

26 13. At all times herein relevant, Defendants ALI & OBAID MARKETING, INC., doing
27 business as SHAFTER APPLE MARKET, A&S GROCERS INC., doing business as
28 PORTERVILLE APPLE MARKET, APPLE SUPERMARKETS INC., doing business as WASCO

APPLE MARKET, and DOES 1 through 100, and each of them, were all under the common ownership of Fisel Kaid Obaid, an individual, all have the same registered agent for service of process, and upon information and belief, all had the same or similar policies and all engaged in the same or similar unlawful labor and employment practices.

14. The true names and capacities, whether corporate, associate, individual or otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues said defendants by such fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that each of the Defendants designated as a DOE is legally responsible for the events and happenings referred to in this Complaint, and unlawfully caused the injuries and damages to Plaintiff and the other class members as alleged in this Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and capacities when the same have been ascertained. Defendants ALI & OBAID MARKETING, INC., doing business as SHAFTER APPLE MARKET; A&S GROCERS INC., doing business as PORTERVILLE APPLE MARKET; APPLE SUPERMARKETS INC., doing business as WASCO APPLE MARKET; and DOES 1 through 100 will hereinafter collectively be referred to as "Defendants."

15. Plaintiff further alleges that Defendants operated as a common integrated enterprise and directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings the First through Ninth Causes of Action as a class action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

17. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff's Complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

18. Plaintiff reserves the right to establish other subclasses as appropriate.

1 19. The Class is ascertainable and there is a well-defined community of interest in the
2 litigation:

- 3 a. Numerosity: The Class Members are so numerous that joinder of all Class
4 Members is impracticable. The membership of the entire Class is unknown to
5 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
6 individuals and the identity of such membership is readily ascertainable by
7 inspection of Defendants' employment records.
- 8 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
9 herein. Plaintiff will fairly and adequately protect the interests of the other Class
10 Members with whom he has a well-defined community of interest.
- 11 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
12 Member, with whom he has a well-defined community of interest and typicality
13 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
14 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
15 versed in the rules governing class action discovery, certification, and settlement.
16 Plaintiff has incurred, and during the pendency of this action will continue to
17 incur, costs and attorneys' fees. that have been, are, and will be necessarily
18 expended for the prosecution of this action for the substantial benefit of each
19 Class Member.
- 20 d. Superiority: A class action is superior to other available methods for the fair and
21 efficient adjudication of this litigation because individual joinder of all Class
22 Members is impractical.
- 23 e. Public Policy Considerations: Certification of this lawsuit as a class action will
24 advance public policy objectives. Employers of this great state violate
25 employment and labor laws every day. Current employees are often afraid to
26 assert their rights out of fear of direct or indirect retaliation. However, class
27 actions provide the Class Members who are not named in the Complaint
28 anonymity that allows for the vindication of their rights.

1 20. There are common questions of law and fact as to the Class that predominate over
2 questions affecting only individual members. The following common questions of law or fact,
3 among others, exist as to the members of the Class:

- 4 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
5 accordance with the California Labor Code was willful;
- 6 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
7 and the other Class Members for all hours worked, and missed, short, late or
8 interrupted meal periods and rest breaks in violation of California law;
- 9 c. Whether Defendants required Plaintiff and the other Class Members to work more
10 than eight (8) hours per day and/or more than forty (40) hours per week and failed
11 to pay the legally required overtime compensation to Plaintiff and the other Class
12 Members;
- 13 d. Whether Defendants deprived Plaintiff and the other Class Members of meal
14 and/or rest periods or required Plaintiff and the other Class Members to work
15 during meal and/or rest periods without compensation;
- 16 e. Whether Defendants failed to pay meal period premium wages to Class Members
17 when they were not provided with a legally compliant meal period;
- 18 f. Whether Defendants failed to pay rest period premium wages to Class Members
19 when they were not authorized and permitted to take legally compliant rest
20 periods;
- 21 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
22 Members for all hours worked;
- 23 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
24 required minimum wage pursuant to California law;
- 25 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
26 overtime compensation pursuant to California law;
- 27 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
28 Members within the time required upon their discharge or resignation from

1 employment;

- 2 k. Whether Defendants failed to reimburse Plaintiff and the other Class Members
3 for all necessary business-related expenses and costs in violation of California
4 Labor Code sections 2800 and 2802;
- 5 l. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
6 Class Members during their employment;
- 7 m. Whether Defendants complied with wage reporting as required by the California
8 Labor Code, including section 226 and/or 246;
- 9 n. Whether Defendants' conduct was with malice, fraud or oppression;
- 10 o. Whether Defendants' conduct was willful or reckless;
- 11 p. Whether Defendants engaged in unfair business practices in violation of
12 California Business & Professions Code section 17200, et seq. based on their
13 failures to comply with the California Labor Code;
- 14 q. The appropriate amount of damages, restitution, and/or monetary penalties
15 resulting from Defendants' violation of California law; and
- 16 r. Whether Plaintiff and the other Class Members are entitled to compensatory
17 damages pursuant to the California Labor Code.

18 **GENERAL ALLEGATIONS**

19 21. Defendants commonly own and operate no less than three (3) separate grocery stores,
20 all known as "Apple Market," in Shafter, Wasco, and Porterville, California.

21 22. On or about March 18, 2022, Defendants hired Plaintiff to work as a Cook at an Apple
22 Market grocery store located in Shafter, California. Plaintiff later transitioned to the role of Produce
23 Packer at the same location. Upon information and belief, Defendants falsified Plaintiff's (limited)
24 employment records, including his job application, to falsely indicate that Plaintiff began working
25 for Defendants on January 12, 2023. However, Plaintiff began working full-time for Defendants on
26 or about March 18, 2022, and consistently worked for Defendants, without interruption, until on or
27 about February 14, 2024.

28 23. During the relevant time period set forth herein, Defendants, jointly and severally,

1 employed Plaintiff, the Class, and the Aggrieved Employees as hourly-paid, non-exempt employees
2 within the State of California.

3 24. Throughout the time period involved in this case, Defendants had the authority to hire
4 and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly set work
5 rules, working conditions, wages, working hours, and conditions governing the employment of
6 Plaintiff, the Class, and the Aggrieved Employees; to supervise the daily employment activities of
7 Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
8 Plaintiff, the Class, and the Aggrieved Employees.

9 25. Defendants exercised sufficient authority over the terms and conditions of Plaintiff,
10 the Class, and the Aggrieved Employees' employment for them to be joint employers of Plaintiff,
11 the Class, and the Aggrieved Employees.

12 26. Defendants directly hired and paid wages and benefits to Plaintiff, the Class, and the
13 Aggrieved Employees.

14 27. Defendants continue to employ hourly-paid or non-exempt employees within the
15 State of California.

16 28. At all times herein mentioned, Defendants were subject to the Labor Code of the State
17 of California and the applicable Industrial Welfare Commission Orders.

18 29. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an
19 ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees.
20 As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring Plaintiff, the
21 Class, and the Aggrieved Employees to work off the clock without compensation, thereby failing to
22 pay them for all hours worked, including minimum and overtime wages. Defendants also paid
23 Plaintiff, the Class, and the Aggrieved Employees in cash and off-the-books. Moreover, Defendants
24 implemented time rounding practices that resulted in the systematic underpayment of wages to
25 Plaintiff, the Class, and the Aggrieved Employees, including minimum and overtime wages.
26 Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved
27 Employees from accurately recording the actual time worked, resulting in a failure to pay Plaintiff,
28 the Class, and the Aggrieved Employees all wages owed. In addition, Defendants routinely failed

1 to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and duty-free meal periods
2 and rest periods in violation of California law. Defendants also failed to reimburse Plaintiff, the
3 Class, and the Aggrieved Employees for all necessary business-related expenses.

4 30. Throughout the time period involved in this case, Defendants have implemented
5 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees with
6 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and
7 the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
8 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods, regularly
9 failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable opportunity to take
10 their meal periods, and regularly impeded or discouraged Plaintiff, the Class, and the Aggrieved
11 Employees from taking thirty (30) minute uninterrupted meal breaks no later than the end of their
12 fifth hour of work and/or from taking a second thirty (30) minute uninterrupted meal break no later
13 than their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to
14 maintain accurate records of meal periods taken by Plaintiff, the Class, and the Aggrieved
15 Employees.

16 31. Throughout the time period involved in this case, Defendants did not adequately
17 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
18 California law. Moreover, Defendants systematically disregarded their own written policies
19 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
20 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and
21 the Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
22 periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through their meal
23 periods, for which they were not compensated.

24 32. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
25 the Class, and the Aggrieved Employees premium wages for meal periods that were missed, late,
26 interrupted, or shortened in violation of California law. Defendants knew or should have known that
27 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all meal periods or
28 payment of one additional hour of pay at their regular rate of pay when a meal period was missed,

1 short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to
2 provide legally compliant meal periods to Plaintiff, the Class, and the Aggrieved Employees, and
3 routinely failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
4 Employees at their regular rate of pay when a meal period was missed, short, late, and/or interrupted.

5 33. Throughout the time period involved in this case, Defendants have implemented
6 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
7 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
8 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
9 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted,
10 off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith
11 effort to authorize, permit, and provide such rest breaks in the middle of each work period.

12 34. Throughout the time period involved in this case, Defendants did not adequately
13 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
14 California law. Moreover, Defendants systematically disregarded their own written policies
15 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
16 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class, and
17 the Aggrieved Employees in a way that regularly prohibited them from taking timely and duty-free
18 rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees to work
19 through their rest periods.

20 35. Throughout the time period involved in this case, Defendants failed to pay Plaintiff,
21 the Class, and the Aggrieved Employees premium wages for rest periods that were missed, late,
22 interrupted, or shortened in violation of California law. Defendants knew or should have known that
23 Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all rest periods or payment
24 of one additional hour of pay at their regular rate of pay when a rest period was missed, short, late,
25 and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize and
26 permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free rest periods, and failed to
27 pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved Employees at their regular
28 rate of pay when a rest period was missed, short, late and/or interrupted.

1 36. Throughout the time period involved in this case, Defendants regularly require
2 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
3 Defendants prohibited overtime Defendants still regularly required that Plaintiff, the Class, and the
4 Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and the
5 Aggrieved Employees were regularly required to perform work off the clock for which they were
6 not compensated.

7 37. Throughout the time period involved in this case, Defendants employed a time
8 rounding policy that was not neutral and designed to consistently round time in Defendants' favor
9 ensuring that Plaintiff, the Class, and the Aggrieved Employees were oftentimes not paid for all time
10 worked.

11 38. Throughout the time period involved in this case, Defendants implemented policies
12 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
13 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
14 all wages owed.

15 39. Throughout the time period involved in this case, Plaintiff, the Class, and the
16 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

17 40. Throughout the time period involved in this case, Defendants regularly failed to pay
18 all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when they
19 worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work
20 week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single
21 work week. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
22 Employees were entitled to receive certain wages for overtime compensation and that they were not
23 receiving wages for overtime compensation.

24 41. Throughout the time period involved in this case, Defendants failed to pay overtime
25 to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked based on regular
26 rates of pay correctly calculated to include all applicable remuneration.

27 42. Throughout the time period involved in this case, Defendants regularly failed to pay
28 Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours worked.

1 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
2 entitled to receive at least minimum wages for all hours worked and that they were not receiving at
3 least minimum wages for all hours worked. Defendants' failure to pay minimum wages included,
4 *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved Employees at the required minimum
5 wage pursuant to California law, requiring Plaintiff, the Class, and the Aggrieved Employees to
6 perform work off the clock, and implementing time rounding policies that resulted in the systematic
7 underpayment of wages to Plaintiff, the Class, and the Aggrieved Employees.

8 43. Throughout the time period involved in this case, Defendants regularly failed to pay
9 Plaintiff, the Class, and the Aggrieved Employees all wages owed to them upon discharge or
10 resignation. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
11 Employees were entitled to receive all wages owed to them upon termination within the time
12 permissible under California Labor Code section 202.

13 44. Plaintiff, the Class, and the Aggrieved Employees did not receive payment of all final
14 wages owed to them upon discharge or resignation, including overtime compensation and minimum
15 wages within any time permissible under California Labor Code section 202.

16 45. Throughout the time period involved in this case, Defendants regularly failed to pay
17 Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible under
18 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or should
19 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all wages
20 owed to them during their employment. Plaintiff, the Class, and the Aggrieved Employees did not
21 receive payment of all wages, including overtime compensation, minimum wages, meal and rest
22 period premiums.

23 46. Throughout the time period involved in this case, Defendants regularly failed to
24 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved Employees.
25 Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved Employees were
26 entitled to receive complete and accurate wage statements in accordance with California law, but, in
27 fact, they did not receive complete and accurate wage statements from Defendants. The deficiencies
28 included, *inter alia*, the failure to include the total number of hours worked, the actual gross wages

1 earned, and the correct rates of pay.

2 47. Throughout the time period involved in this case, Defendants regularly failed to keep
3 complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
4 Defendants knew or should have known that Defendants were required to keep complete and
5 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
6 California law, but, in fact, did not keep complete and accurate payroll records.

7 48. Throughout the time period involved in this case, Defendants regularly failed to
8 maintain accurate records relating to Plaintiff, the Class, and the Aggrieved Employees' work
9 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

10 49. Throughout the time period involved in this case, Defendants failed to reimburse
11 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
12 including but not limited to helmets, safety glasses, safety shoes, and tools such as trowels, levels,
13 hammers, wires, and work belts. Defendants knew or should have known that Defendants were
14 required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-
15 related expenses and costs, but, in fact, failed to do so in violation of California law.

16 50. Throughout the time period involved in this case, Defendants knew or should have
17 known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees
18 pursuant to California law. Defendants had the financial ability to pay such compensation, but
19 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class,
20 and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
21 Defendants' profits.

22 51. California Labor Code section 218 states that nothing in Article I of the Labor Code
23 shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or
24 her] under this article."

25 **FIRST CAUSE OF ACTION**

26 **(Violation of California Labor Code §§ 510 and 1198)**

27 **(Against All Defendants)**

28 52. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through

1 49, and each and every part thereof with the same force and effect as though fully set forth herein.

2 53. California Labor Code section 1198 and the applicable Industrial Welfare
3 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
4 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate
5 of pay, depending on the number of hours worked by the person on a daily or weekly basis.

6 54. Specifically, the applicable IWC Wage Order provides that Defendants are and were
7 required to pay Plaintiff and the other class members employed by Defendants, who work(ed) more
8 than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-
9 one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
10 workweek.

11 55. The applicable IWC Wage Order further provides that Defendants are and were
12 required to pay Plaintiff and the other class members overtime compensation at a rate of two times
13 their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

14 56. California Labor Code section 510 codifies the right to overtime compensation at
15 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day
16 or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and
17 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12)
18 hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

19 57. During the relevant time period set forth herein, Plaintiff and the other class members
20 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

21 58. During the relevant time period set forth herein, Defendants intentionally and
22 willfully failed to pay overtime wages owed to Plaintiff and the other class members.

23 59. Defendants’ failure to pay Plaintiff and the other class members the unpaid balance
24 of overtime compensation, as required by California laws, violates the provisions of California Labor
25 Code sections 510 and 1198, and is therefore unlawful.

26 60. Pursuant to California Labor Code section 1194, Plaintiff and the other class
27 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
28 attorneys’ fees.

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1 without a rest period.

2 67. During the relevant time period set forth herein, Plaintiff and the other class members
3 who were scheduled to work for a period of time no longer than twelve (12) hours, and who did not
4 waive their legally-mandated meal periods by mutual consent, were required to work for periods
5 longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes
6 and/or without a rest period.

7 68. During the relevant time period set forth herein, Plaintiff and the other class members
8 who were scheduled to work for a period of time in excess of six (6) hours were required to work
9 for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty
10 (30) minutes and/or without a rest period.

11 69. During the relevant time period set forth herein, Plaintiff and the other class members
12 who were scheduled to work for a period of time in excess of twelve (12) hours were required to
13 work for periods longer than ten (10) hours without an uninterrupted meal period of not less than
14 thirty (30) minutes and/or without a rest period.

15 70. During the relevant time period set forth herein, Defendants intentionally and
16 willfully required Plaintiff and the other class members to work during meal periods and failed to
17 compensate Plaintiff and the other class members the full meal period premium for work performed
18 during meal periods.

19 71. During the relevant time period set forth herein, Defendants failed to pay Plaintiff
20 and the other class members the full meal period premium due pursuant to California Labor Code
21 section 226.7.

22 72. Defendants' conduct violates the applicable IWC Wage Order and California Labor
23 Code sections 226.7 and 512(a).

24 73. Pursuant to the applicable IWC Wage Order and California Labor Code section
25 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one
26 additional hour of pay at the employee's regular rate of compensation for each workday that the
27 meal period was not provided.

28 **THIRD CAUSE OF ACTION**

(Violation of California Labor Code § 226.7)

(Against All Defendants)

74. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 71, and each and every part thereof with the same force and effect as though fully set forth herein.

75. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

76. During the relevant time period set forth herein, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

77. During the relevant time period set forth herein, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

78. During the relevant time period set forth herein, Defendants required Plaintiff and the other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

79. During the relevant time period set forth herein, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

80. During the relevant time period set forth herein, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

81. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

82. Pursuant to the applicable IWC Wage Orders and California Labor Code section

226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1194.2, 1197, and 1197.1)

(Against All Defendants)

83. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 80, and each and every part thereof with the same force and effect as though fully set forth herein.

84. During the relevant time period set forth herein, California Labor Code sections 1194 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed, is unlawful.

85. During the relevant time period set forth herein, Defendants failed to pay minimum wages to Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194 and 1197.

86. Defendants' failure to pay Plaintiff and the other class members the minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff and other class members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

87. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, and 203)

(Against All Defendants)

88. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 85, and each and every part thereof with the same force and effect as though fully set forth herein.

89. During the relevant time period set forth herein, California Labor Code sections 201

1 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
2 time of discharge are due and payable immediately, and if an employee quits their employment, their
3 wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the
4 employee has given seventy-two (72) hours' notice of their intention to quit, in which case the
5 employee is entitled to their wages at the time of quitting.

6 90. During the relevant time period set forth herein, Defendants intentionally and
7 willfully failed to pay Plaintiff and the other class members who are no longer employed by
8 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving
9 Defendants' employ.

10 91. Defendants' failure to pay Plaintiff and the other class members who are no longer
11 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
12 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

17 93. Plaintiff and the other class members are entitled to recover from Defendants the
18 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
19 provided by Labor Code section 203.

20 **SIXTH CAUSE OF ACTION**

21 **(Violation of Labor Code §§ 204 and 210)**

22 **(Against All Defendants)**

23 94. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
24 91, and each and every part thereof with the same force and effect as though fully set forth herein.

25 95. At all times herein set forth, California Labor Code section 204 provides that all
26 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
27 calendar month, other than those wages due upon termination of an employee, are due and payable
28 between the 16th and 26th day of the month during which the labor was performed.

1 96. At all times herein set forth, California Labor Code section 204 provides that all
2 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
3 calendar month, other than those wages due upon termination of an employee, are due and payable
4 between the 1st and the 10th day of the following month.

5 97. At all times herein set forth, California Labor Code section 204 provides that all
6 wages earned for labor in excess of the normal work period shall be paid no later than the payday
7 for the next regular payroll period.

8 98. During the relevant time period, Defendants intentionally and willfully failed to pay
9 Plaintiff and other Class Members all wages due to them, within any time period permissible under
10 California Labor Code section 204.

11 99. Plaintiff and other Class Members are entitled to recover all available remedies for
12 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant
13 to Labor Code section 210(b).

14 **SEVENTH CAUSE OF ACTION**

15 **(Violation of California Labor Code § 226(a) and 246(i))**

16 **(Against All Defendants)**

17 100. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
18 97, and each and every part thereof with the same force and effect as though fully set forth herein.

19 101. During the relevant time period set forth herein, California Labor Code section 226(a)
20 provides that every employer shall furnish each of their employees an accurate itemized statement
21 in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number
22 of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
23 (4) all deductions, provided that all deductions made on written orders of the employee may be
24 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
25 which the employee is paid, (7) the name of the employee and only the last four digits of their social
26 security number or an employee identification number other than a social security number, (8) the
27 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
28 during the pay period and the corresponding number of hours worked at each hourly rate by the

1 employee. The deductions made from payments of wages shall be recorded in ink or other indelible
2 form, properly dated, showing the month, day, and year, and a copy of the statement and the record
3 of the deductions shall be kept on file by the employer for at least three years at the place of
4 employment or at a central location within the State of California.

5 102. Defendants have intentionally and willfully failed to provide Plaintiff and the other
6 class members with complete and accurate wage statements. The deficiencies include but are not
7 limited to: the failure to include the total number of hours worked by Plaintiff and other class
8 members.

9 103. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
10 and the other class members have suffered injury and damage to their statutorily protected rights.

11 104. More specifically, Plaintiff and the other class members have been injured by
12 Defendants' intentional and willful violation of California Labor Code section 226(a) because they
13 were denied both their legal right to receive, and their protected interest in receiving, accurate and
14 itemized wage statements pursuant to California Labor Code section 226(a).

15 105. Plaintiff and the other class members are entitled to recover from Defendants the
16 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
17 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

18 106. Plaintiff and the other class members are also entitled to injunctive relief to ensure
19 compliance with this section, pursuant to California Labor Code section 226(h).

20 **EIGHTH CAUSE OF ACTION**

21 **(Violation of California Labor Code §§ 2800 and 2802)**

22 **(Against All Defendants)**

23 107. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
24 104, and each and every part thereof with the same force and effect as though fully set forth herein.

25 108. Pursuant to California Labor Code sections 2800 and 2802, an employer must
26 reimburse its employee for all necessary expenditures incurred by the employee in direct
27 consequence of the discharge of their job duties or in direct consequence of their obedience to the
28 directions of the employer.

109. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code §§ 17200, *et seq.*)

(Against All Defendants)

110. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 107, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, the other class members, the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

113. A violation of California Business & Professions Code sections 17200, *et seq.*, may be predicated on the violation of any state or federal law. In this instant case, Defendants' policy and practice of requiring Plaintiff and the other class members work overtime hours without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policy and practice of requiring Plaintiff and the other class members to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policy and practice of failing to timely pay wages to Plaintiff and the other class members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

114. As a result of the herein described violations of California law, Defendants

1 unlawfully gained an unfair advantage over other businesses.

2 115. Plaintiff and the other class members have been personally injured by Defendants'
3 unlawful business acts and practices as alleged herein, including but not necessarily limited to the
4 loss of money and/or property.

5 116. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff
6 and the other class members are entitled to restitution of the wages withheld and retained by
7 Defendants during a period that commences four years prior to the filing of this Complaint; an award
8 of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable
9 laws; and an award of costs.

10 **TENTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 2699, *et seq.*)**

12 **(Against All Defendants)**

13 117. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through
14 107, and each and every part thereof with the same force and effect as though fully set forth herein.

15 118. Plaintiff brings his tenth cause of action as a representative action on behalf of himself
16 and similarly Aggrieved Employees in the capacity as a private attorney general pursuant to the
17 Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA").

18 119. PAGA specifically provides for a private right of action to recover civil penalties for
19 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
20 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
21 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
22 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

25 120. Plaintiff was employed by Defendants and the Labor Code violations alleged above
26 were committed against him during his time of employment. Plaintiff is therefore, an "aggrieved
27 employee" under PAGA.

28 121. As set forth in detail above, during all times relevant to this Action, Defendants have

1 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor Codes
2 by:

- 3 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
4 compensation in violation of Labor Code §§ 1194 and 1198, *et seq.*;
- 5 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
6 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198, *et seq.*;
- 7 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
8 Employees, and failing to pay Plaintiff and the Aggrieved Employees an
9 additional hour of premium pay for meal period violations in violation of Labor
10 Code §§ 226.7 and 512;
- 11 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
12 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
13 Employees an additional hour of premium pay for rest period violations in
14 violation of Labor Code §§ 226.7 and 512;
- 15 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
16 of their employment in violation of Labor Code § 203;
- 17 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
18 during employment in violation of Labor Code § 204;
- 19 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
20 itemized wage statements in violation of Labor Code § 226;
- 21 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
22 Employees' work periods, meal periods, total daily hours, hours per pay period,
23 total wages and compensation, and applicable pay rates in violation of Labor
24 Code § 1174(d) and the applicable IWC Wage Order;
- 25 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
26 business-related expenses in violation of Labor Code §§ 2800 and 2802;

27 122. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff, individually
28 and on behalf of the Aggrieved Employees and the State of California, requests and is entitled to

1 recover penalties against Defendants for the Labor Code violations described above, including but
2 not limited to penalties under California Code of Regulations Title 8 sections 11050 and 11070,
3 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and
4 1197.1, and any and all additional penalties and sums as provided by the California Labor Code
5 and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be
6 shown according to proof at trial.

7 123. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3.
8 On September 17, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and
9 Workforce Development Agency (“LWDA”) and by certified mail to the Defendants, notified
10 Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage Orders that
11 Defendants have violated, including the facts and theories to support the violations, and of Plaintiff’s
12 intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the filing fee required
13 under Labor Code § 2699.3. As of the filing of this First Amended Complaint, more than sixty-five
14 (65) days have elapsed since the mailing of Plaintiff’s September 17, 2023 notice, and the Labor and
15 Workforce Development Agency has not indicated that it intends to investigate the violations
16 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties for
17 himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

18 124. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties owed
20 by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs pursuant
21 to Labor Code § 2699(g)(1), and any other applicable statute.

22 125. Plaintiff is and was permitted to amend his original pleading as a matter of right
23 pursuant to California Labor Code § 2699.3, as this First Amended Complaint has been filed within
24 sixty (60) days of the time periods specified in Labor Code § 2699.3.

25 **DEMAND FOR JURY TRIAL**

26 Plaintiff, individually, and on behalf of other members of the general public similarly
27 situated, and as a private attorney general, requests a trial by jury.

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- 1 12. For all actual, consequential, and incidental losses and damages, according to proof;
2 13. For premium wages pursuant to California Labor Code section 226.7(c);
3 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;
4 15. For reasonable attorneys' fees and costs of suit incurred herein; and
5 16. For such other and further relief as the court may deem just and proper.

6 **As to the Third Cause of Action**

7 17. That the Court declare, adjudge and decree that Defendants violated California Labor
8 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods
9 to Plaintiff and the other class members;

10 18. That the Court make an award to Plaintiff and the other class members of one (1)
11 hour of pay at each employee's regular rate of compensation for each workday that a rest period was
12 not provided;

- 13 19. For all actual, consequential, and incidental losses and damages, according to proof;
14 20. For premium wages pursuant to California Labor Code section 226.7(c);
15 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
16 and
17 22. For such other and further relief as the court may deem just and proper.

18 **As to the Fourth Cause of Action**

19 23. That the Court declare, adjudge and decree that Defendants violated California Labor
20 Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and the other
21 class members;

22 24. For general unpaid wages and such general and special damages as may be
23 appropriate;

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

26 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
27 Labor Code section 1194(a);

28 27. For liquidated damages pursuant to California Labor Code section 1194.2; and

1 28. For such other and further relief as the court may deem just and proper.

2 **As to the Fifth Cause of Action**

3 29. That the Court declare, adjudge and decree that Defendants violated California Labor
4 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
5 termination of the employment of Plaintiff and the other class members no longer employed by
6 Defendants;

7 30. For all actual, consequential, and incidental losses and damages, according to proof;

8 31. For statutory wage penalties pursuant to California Labor Code section 203 for the
9 other class members who have left Defendants' employ;

10 32. For pre-judgment interest on any unpaid compensation from the date such amounts
11 were due; and

12 33. For such other and further relief as the court may deem just and proper.

13 **As to the Sixth Cause of Action**

14 34. That the Court declare, adjudge and decree that Defendants violated California Labor
15 Code section 204 by willfully failing to pay all compensation owed at the time required by California
16 Labor Code section 204 to Plaintiff and the Class;

17 35. For statutory penalties pursuant to California Labor Code section 210;

18 36. For such other and further relief as the Court deems just and proper.

19 **As to the Seventh Cause of Action**

20 37. That the Court declare, adjudge and decree that Defendants violated the record
21 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to
22 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage
23 statements thereto;

24 38. For actual, consequential and incidental losses and damages, according to proof;

25 39. For statutory penalties pursuant to California Labor Code section 226(e);

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

28 41. For such other and further relief as the court may deem just and proper.

1 **As to the Eighth Cause of Action**

2 42. That the Court declare, adjudge and decree that Defendants violated California Labor
3 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
4 for all necessary business-related expenses as required by California Labor Code sections 2800 and
5 2802;

6 43. For actual, consequential and incidental losses and damages, according to proof;

7 44. For the imposition of civil penalties and/or statutory penalties;

8 45. For punitive damages and/or exemplary damages according to proof at trial;

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

10 47. For such other and further relief as the court may deem just and proper.

11 **As to the Ninth Cause of Action**

12 48. That the Court declare, adjudge and decree that Defendants violated California
13 Business & Professions Code sections 17200, *et seq.*, by failing to provide Plaintiff and the other
14 class members all overtime compensation due to them, failing to provide all meal and rest periods
15 to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the
16 other class members, failing to pay Plaintiff's and the other class members' wages timely as required
17 by California Labor Code sections 201 and 202.

18 49. For restitution of unpaid wages to Plaintiff and other class members and all
19 prejudgment interest from the day such amounts were due and payable;

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

23 51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
24 Code of Civil Procedure section 1021.5;

25 52. For injunctive relief to ensure compliance with this section, pursuant to California
26 Business & Professions Code sections 17200, *et seq.*; and

27 53. For such other and further relief as the court may deem just and proper.

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As to the Tenth Cause of Action

54. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

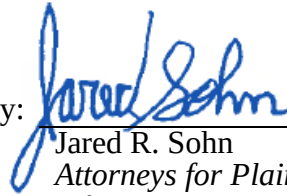
55. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

56. For such other relief as the Court deems just and proper.

DATED: November 23, 2024

CALIFORNIA UNITED LAW GROUP, P.C.

By:



Jared R. Sohn
Attorneys for Plaintiff
DAVID BIRRUETA RAMOS

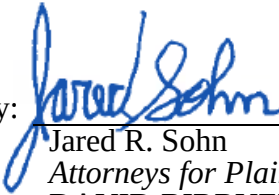
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DEMAND FOR TRIAL BY JURY

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

DATED: November 23, 2024

CALIFORNIA UNITED LAW GROUP, P.C.

By: 
Jared R. Sohn
Attorneys for Plaintiff
DAVID BIRRUETA RAMOS