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Attorneys for Plaintiff, RICARDO ACEVES,
as an aggrieved employee, and on behalf of all other
aggrieved employees,

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

RICARDO ACEVES, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

J R UNIVERSAL CONSTRUCTION, INC., a
California corporation; JOSE ARIEL
RAMOS, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **24STCV34789**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff RICARDO ACEVES ("Plaintiff"), as an aggrieved employee, and
on behalf of all other aggrieved employees under the Labor Code Private Attorneys' General Act of
2004, and alleges as follows:

1 **JURISDICTION AND VENUE**

2 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
3 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), J R UNIVERSAL
4 CONSTRUCTION, INC., a California corporation (“Universal Construction”), JOSE ARIEL
5 RAMOS, an individual (“Ramos”), and any of its respective subsidiaries or affiliated companies
6 within the State of California, (Universal Construction, and Ramos, collectively with DOES 1
7 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as
8 a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
9 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
10 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
11 for failure to comply with Labor Code section 6400, *et seq.*, Labor Code section 2810.5, Labor Code
12 section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*,
13 Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on
14 behalf of all employees of Defendants working within the Civil Penalty Period (collectively,
15 “Aggrieved Employees”).

16 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
17 of Civil Procedure section 410.10.

18 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
19 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
20 causes of action complained of herein arose; the county in which the employment relationship
21 began; the county in which performance of the employment contract, or part of it, between Plaintiff
22 and Defendants was due to be performed; the county in which the employment contract, or part of
23 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
24 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
25 and Aggrieved Employees in Los Angeles County, and because Defendants employ numerous
26 Aggrieved Employees in Los Angeles County.

27 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
28 Defendants during the applicable statutory period and suffered one or more of the Labor Code

1 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
2 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
3 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
4 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
5 employees of Defendants during the Civil Penalty Period.

6 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
7 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
8 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
9 PAGA allegations described herein is not required.

10 6. During the period beginning one (1) year preceding the provision of notice to the
11 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
12 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
13 212, 213, 221, 223, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 432.3, 510, 512, 558,
14 558.1, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802,
15 2810.5 and 6400, *et seq.*, among others.

16 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
17 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
18 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
19 specified in Labor Code section 2699.3.

20 8. On or around October 24, 2024, Plaintiff provided written notice pursuant to Labor
21 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants’
22 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
23 as well as by certified mail, with return receipt requested to Defendants, and each of them.

24 9. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
26 calendar days of the October 24, 2024 postmarked date of the herein-described notice sent by
27 Plaintiff to the LWDA and Defendants.

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1 **PAGA REPRESENTATIVE ALLEGATIONS**

2 10. At all relevant times mentioned herein, Defendants had and have a policy or practice
3 of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of
4 California in violation of California state wage and hour laws as a result of, without limitation,
5 Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per
6 week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
7 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and
8 hours actually worked (including, without limitation, failing to accurately track and/or pay for all
9 *prevailing* wage minutes and hours worked or otherwise under Defendants' control) at the proper
10 overtime rate of pay; failing to pay the *prevailing* rates of per diem wages for all work performed
11 on public works projects or in connection with any contracts for *prevailing* rates of per diem wages,
12 including overtime and employee benefits or the value of employee benefits included in per diem
13 wages; failing to accurately track minutes and hours worked by employees in two or more classifications
14 during a work day; and/or work week automatically deducting 30-minutes from employees' hours
15 worked for meal periods not actually taken, interrupted, and/or less than 30-minutes in length;
16 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
17 by requiring employees: to make or respond to telephone calls and/or text messages off the clock;
18 to record hours worked based on work schedule times rather than actual hours worked; failing to
19 pay employees for travel time that is required for work; detrimental rounding of employee time
20 entries, editing, deducting and/or manipulation of time entries to show less hours than actually
21 worked; paying *prevailing* wage overtime hours at the regular rate of pay or otherwise improper
22 rate(s) of pay; and for paying straight pay instead of overtime pay or otherwise paying overtime
23 hours and minutes worked at the improper rate(s) of pay.

24 11. At all relevant times mentioned herein, Defendants had and have a practice or policy
25 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
26 worked or otherwise under Defendants' control as a result of, without limitation, failing to
27 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
28 is above the minimum wage (including, without limitation, failing to accurately track and/or pay for

1 all prevailing wage minutes and hours worked or otherwise under Defendants' control); *failing to*
2 pay the prevailing rates of per diem wages for all work performed on public works projects or in
3 connection with any contracts for prevailing rates of per diem wages, including employee benefits
4 or the value of the employee benefits included in per diem wages; automatically deducting times
5 from employees' hours worked for meal periods not actually taken or shorter in length than the
6 amount of time being automatically deducted; engaging, suffering, or permitting employees to work
7 off the clock, including, without limitation, by requiring employees: to make or respond to telephone
8 calls and/or text messages off the clock; to record hours worked based on work schedule times rather
9 than actual hours worked; failing to pay employees for travel time; detrimental rounding of
10 employee time entries; editing, deducting and/or manipulation of time entries to show less hours
11 than actually worked; failing to pay for all training time; paying *prevailing* wage hours at the regular
12 straight hourly rate or otherwise improper rate(s) of pay; and failing to pay travel time pay.

13 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
15 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
16 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
17 of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal
18 periods as required by California wage and hour laws.

19 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
21 least ten (10) minutes per four (4) hours worked or major fraction thereof, and failing to provide
22 compensation for such unprovided rest period as required by California wage and hour laws.

23 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
25 Plaintiff and other Aggrieved Employees with itemized wage statements that accurately reflect gross
26 wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable
27 hourly rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee; the legal name of the employer and/or the name and address of the legal

1 entity securing the employer's services; and other such information as required by Labor Code
2 section 226, subdivision (a).

3 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
5 accurate time records including wage statements and similar payroll documents under Labor Code
6 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
7 documents signed to obtain or hold employment under Labor Code section 432, personnel records
8 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
9 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
10 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

11 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
13 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
14 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
15 Code sections 201, 202, and 203.

16 17. At all relevant times herein, Defendants had and have a policy or practice of failing
17 to pay Plaintiff and Aggrieved Employees their paid time off and vacation time owed upon
18 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
19 and applicable Wage Orders.

20 18. At all relevant times mentioned herein, Defendants have had a policy or practice of
21 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
22 limitation, Plaintiff and other Aggrieved Employees, for the costs incurred in connection with the
23 use of their personal vehicle for work-related tasks (*i.e.*, gas and mileage costs), for the purchase
24 and maintenance of tools needed to perform their duties; for the purchase of their vests, helmets,
25 boots, drills, lasers, and cement shotguns and costs incurred in laundering their mandatory personal
26 protective equipment ("PPE") separately from their regular clothes, in direct consequence of the
27 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
28 Code section 2802.

1 19. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
3 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
4 any calendar month shall be paid for between the 16th and 26th day of the month during which the
5 labor was performed, and labor performed between the 16th and the last day, inclusive of any
6 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
7 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
8 seven (7) calendar days following the close of the payroll period in which wages were earned.

9 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
11 and experience they obtained at Defendants for purposes of competing with Defendants, including,
12 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
13 a prospective employer, and from disclosing who else works at Defendants and under what
14 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
15 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
16 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
17 Code sections 232, 232.5, and 1197.5, subdivision (k).

18 21. Defendants had and have a policy or practice of preventing Plaintiff and/or other
19 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
20 to their managers or outside to private attorneys or government officials, among others, in violation
21 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
22 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
23 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
24 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
25 of Labor Code section 232 and 232.5.

26 22. Defendants had and have a policy or practice of preventing Plaintiff and/or other
27 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
28 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,

1 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
2 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
3 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
4 economic liberty.

5 23. Defendants had and have a policy or practice of relying on the salary history
6 information of an applicant for employment as a factor in determining whether to offer employment
7 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
8 including, on Defendants' application for employment, an inquiry regarding current and/or former
9 salary history information, including, without limitation, compensation and benefits of the applicant
10 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants violated, without limitation, Labor Code section 432.3.

12 24. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
13 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
14 violate the California Labor Code as described above, including on behalf of Plaintiff and other
15 Aggrieved Employees pursuant to PAGA.

16 **PARTIES**

17 **A. Plaintiff**

18 25. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
19 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
20 exempt employee, with duties that included, but were not limited to, moving and relocating office
21 lab equipment, installing drywall, doors, windows, frames, and walls, and disposing of trash.
22 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for Defendants
23 from September 2003 through October 2023.

24 **B. Defendants**

25 26. Plaintiff is informed and believes and based thereon alleges that defendant Universal
26 Construction is, and at all times relevant hereto was, a corporation duly organized, authorized, and
27 licensed to do business in the State of California. Plaintiff is further informed and believes, and
28 based thereon alleges, that Universal Construction is authorized to, and does in fact operate and do

1 business in the County of Los Angeles in the State of California. At all relevant times herein,
2 defendant Universal Construction employed Plaintiff and aggrieved employees within the County
3 of Los Angeles in the State of California.

4 27. Plaintiff is informed and believes and based thereon alleges that defendant Ramos is,
5 and at all times relevant hereto was, an individual residing in the State of California. Plaintiff is
6 informed and believes and based thereon alleges that at all relevant times herein, Ramos is and was
7 the principal, owner, officer, director, partner and/or managing agent of J R UNIVERSAL
8 CONSTRUCTION, INC.

9 28. Plaintiff is further informed and believes and based thereon alleges that Ramos
10 employed Plaintiff, by, among other things, exercising control over Plaintiff's wages, hours and/or
11 working conditions. Plaintiff is further informed and believes and based thereon alleges that Ramos
12 violated, or caused to be violated, the above-referenced and below-referenced Labor Code
13 provisions in violation of Labor Code section 558.1.

14 29. Plaintiff is informed and believes and based thereon alleges that defendants
15 Universal Construction and Ramos are, and at all times relevant hereto were, "person[s]" as defined
16 in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

17 30. The true names and capacities, whether individual, corporate, associate, or otherwise,
18 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
19 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
20 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
21 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
22 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
23 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
24 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
25 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
26 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
27 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
28 include Universal Construction, Ramos and any of their parent, subsidiary, or affiliated companies

1 within the State of California, as well as DOES 1 through 100 identified herein.

2 **JOINT LIABILITY ALLEGATIONS**

3 31. Plaintiff is informed and believes, and based thereon alleges, that at all times
4 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
5 representative, joint venture or co-conspirator of each of the other defendants, either actually or
6 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
7 employment, joint venture, and conspiracy.

8 32. All of the acts and conduct described herein of each and every corporate and limited
9 liability company defendant was duly authorized, ordered, and directed by the respective and
10 collective defendant corporate and limited liability company employers, and the officers, members
11 and management-level employees of said corporate and limited liability company employers. In
12 addition thereto, said corporate and limited liability company employers participated in the
13 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
14 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
15 company employees, agents, and representatives, the defendant corporation and limited liability
16 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
17 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
18 aforementioned corporate and limited liability company employees, agents and representatives.

19 33. Plaintiff is informed and believes, and based thereon allege, that there exists such a
20 unity of interest and ownership between Defendants, and each of them, that their individuality and
21 separateness have ceased to exist.

22 34. Plaintiff is informed and believes, and based thereon alleges that despite the
23 formation of the purported corporate and/or limited entity existence of Universal Construction, and
24 DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and
25 the same with Ramos, and DOES 51 through 100 ("Individual Defendants"), and each of them, due
26 to, but not limited to, the following reasons:

27 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
28 Defendants who personally committed the wrongful and illegal acts and violated the

1 laws as set forth in this Complaint, and who have hidden and currently hide behind
2 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
3 some other wrongful or inequitable purpose;

4 B. The Individual Defendants derive actual and significant monetary benefits by and
5 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
6 Defendants as the funding source for the Individual Defendants' own personal
7 expenditures;

8 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
9 and the Alter Ego Defendants, while really one and the same, were segregated to
10 appear as though separate and distinct for purposes of perpetrating a fraud,
11 circumventing a statute, or accomplishing some other wrongful or inequitable
12 purpose;

13 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
14 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
15 mentioned herein were, so mixed and intermingled that the same cannot reasonably
16 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
17 are, and at all relevant times mentioned herein were, used by the Individual
18 Defendants as mere shells and conduits for the conduct of certain of their, and each
19 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
20 herein were, the alter egos of the Individual Defendants;

21 E. The recognition of the separate existence of the Individual Defendants and the Alter
22 Ego Defendants would promote injustice insofar that it would permit defendants to
23 insulate themselves from liability to Plaintiff and Aggrieved Employees for
24 violations of the Civil Code, Labor Code, and other statutory violations. The
25 corporate and/or limited liability existence of these defendants should thus be
26 disregarded in equity and for the ends of justice because such disregard is necessary
27 to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

28 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual

Defendants (and vice versa), and the fiction of their separate corporate existence must be disregarded;

35. As a result of the aforementioned facts, among others, Plaintiff is informed and believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared control of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and is conducted.

FIRST CAUSE OF ACTION

(Violation of PAGA – Against All Defendants)

36. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs and incorporates each by reference as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

37. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month" and for payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following the close of the payroll period in which wages were earned.

38. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

1 39. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
3 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
4 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
5 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
6 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
7 for each subsequent violation in connection with each payment that was made in violation of Labor
8 Code section 204.

9 Civil Penalties Under Labor Code § 226.3

10 40. Defendants had and have a policy or practice of failing to comply with Labor Code
11 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
12 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
13 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
14 corresponding number of hours worked at each hourly rate; and other such information as required
15 by Labor Code section 226, subdivision (a).

16 41. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
17 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
18 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
19 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
20 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

21 42. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
22 this section are in addition to any other penalty provided by law."

23 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
24 and have a policy or practice of failing to furnish non-exempt employees, including, without
25 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
26 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
27 the corresponding number of hours worked at each hourly rate; and other such information as
28 required by Labor Code section 226, subdivision (a).

44. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

45. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

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

46. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during their employment and after their employment separation, receive accurate, itemized wage statements, to be provided with the opportunity to inspect employment records, be provided with notice as required under Labor Code section 2810.5, be provided with the proper accrual and use of paid sick leave, and/or be paid out all paid time off and/or vested vacation wages owed at the proper rate of pay.

47. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
2 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
3 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
4 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

5 Violation of Labor Code § 1174.5

6 48. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
7 every person employing labor in California to "[a]llow any member of the commission or the
8 employees of the Division of Labor Standards Enforcement free access to the place of business or
9 employment of the person to secure any information or make any investigation that they are
10 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
11 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
12 or papers of the person."

13 49. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
14 every person employing labor in California to "[k]eep a record showing the names and addresses of
15 all employees employed and the ages of all minors."

16 50. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
17 every person employing labor in California to "[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
20 piece rate paid to, employees employed at the respective plants or establishments. These records
21 shall be kept in accordance with rules established for this purpose by the commission, but in any
22 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
23 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
24 earned."

25 51. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
26 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
27 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
28 member of the commission or employees of the division to inspect records pursuant to subdivision

1 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

2 52. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
3 willfully failed keep adequate or accurate time records including wage statements and similar
4 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
5 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
6 under Labor Code section 1174.

7 53. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
10 hundred dollars (\$500) per violation per Aggrieved Employee.

11 Violation of Labor Code § 1197.1

12 54. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
13 person acting either individually or as an officer, agent, or employee of another person, who pays
14 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
15 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
16 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
17 Section 203 as follows:

18 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
19 for each underpaid employee for each pay period for which the employee is underpaid. This amount
20 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
21 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

22 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
23 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
24 regardless of whether the initial violation is intentionally committed. This amount shall be in
25 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section
26 1194.2, and any applicable penalties imposed pursuant to Section 203.

27 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
28 Section 203, recovered pursuant to this section shall be paid to the affected employee."

55. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' to pay minimum wages for all hours worked or otherwise under Defendants' control due to, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that is above the minimum wage (including, without limitation, failing to accurately track and/or pay for all prevailing wage minutes and hours worked or otherwise under Defendants' control); *failing to* pay the prevailing rates of per diem wages for all work performed on public works projects or in connection with any contracts for prevailing rates of per diem wages, including employee benefits or the value of the employee benefits included in per diem wages; automatically deducting times from employees' hours worked for meal periods not actually taken or shorter in length than the amount of time being automatically deducted; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to make or respond to telephone calls and/or text messages off the clock; to record hours worked based on work schedule times rather than actual hours worked; failing to pay employees for travel time; detrimental rounding of employee time entries; editing, deducting and/or manipulation of time entries to show less hours than actually worked; failing to pay for all training time; paying *prevailing* wage hours at the regular straight hourly rate or otherwise improper rate(s) of pay; and failing to pay travel time pay, entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

20 56. As a direct and proximate result of the herein-described Labor Code violations,
21 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
22 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
23 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
24 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
25 subsequent violation.

26 Civil Penalties Under Labor Code § 2699

57. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed

1 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
2 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
3 action brought by an aggrieved employee on behalf of himself or herself and other current or former
4 employees pursuant to the procedures specified in Labor Code section 2699.3.

5 58. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
6 Code except those for which a civil penalty is specifically provided, the established civil penalty for
7 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
8 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
9 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
10 employee per pay period for each subsequent violation.

11 59. Moreover, Plaintiff and other Aggrieved Employees within the State of California
12 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
13 connection with their herein-described claims for civil penalties.

14 **REQUEST FOR JURY TRIAL**

15 A. Plaintiff hereby requests a trial by jury.

16 **PRAYER**

17 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
18 judgment against Defendants as follows:

19 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
20 558.1, 1174.5, 1197.1, and 2699;

21 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
22 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

23 C. Pre-judgment and post-judgment interest;

24 D. For costs of suit incurred herein; and

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1 E. Such other and further relief as the Court deems just and proper.

2 Dated: December 31, 2024

J. GILL LAW GROUP, P.C.

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BY: /s/ Jasmin K. Gill

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JASMIN K. GILL

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SACHA POMARES

7

Attorneys for Plaintiff RICARDO ACEVES,
as an aggrieved employee, and on behalf of all
other aggrieved employees under the Labor
Code Private Attorneys' General Act of 2004,

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