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individually, and on behalf of all other similarly
situated current and former employees of Defendants

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

MIGUEL A. RODRIGUEZ, individually, and
on behalf of all other similarly situated
current and former employees of Defendants;

Plaintiffs,

vs.

PRAMIRA, INC.; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

1. Failure to provide meal periods;
2. Failure to provide rest breaks;
3. Failure to reimburse all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties
4. Failure to timely pay wages due upon termination of employment;
5. Failure to provide accurate statements and maintain required records;
6. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]

DEMAND FOR JURY TRIAL

PLAINTIFF MIGUEL A. RODRIGUEZ ("PLAINTIFF"), individually, and on behalf of
all other similarly situated current and former employees of Defendants PRAMIRA, INC. and
DOES 1 through 10 ("DEFENDANTS") complains and alleges as follows:

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INTRODUCTION & GENERAL ALLEGATIONS

1. PLAINTIFF brings this action against DEFENDANT and DOES 1 through 10 (collectively referred to as "DEFENDANTS") for violations of the California Labor Code stemming from DEFENDANT'S failure to provide meal periods, failure to provide all required 10-minute uninterrupted rest periods, failure to reimburse expenses, failure to timely pay all wages due to terminated employees, failure to furnish accurate itemized wage statements and maintain required records in accordance with California Labor Code §§ 201-203, 226, 226.7, 512, 2802 and the Industrial Welfare Commission ("IWC") Order 14-2001 and for violation of the Unfair Competition Law, California Business & Professions Code §§ 17200 *et seq.*

2. PLAINTIFF brings his Causes of Action individually and as a class action on behalf of himself and certain current and former employees of DEFENDANTS (hereinafter collectively referred to as "PLAINTIFFS" or "the Class," and defined more fully below).

3. PLAINTIFF and the Class are current and former non-exempt employees of DEFENDANTS that worked for DEFENDANTS in the State of California, for a period of time within the four (4) years preceding the filing of this action.

4. PLAINTIFF is a resident of California. At all relevant times herein, PLAINTIFF was employed by DEFENDANTS in the State of California, as a non-exempt, hourly employee.

5. Throughout the time period involved in this case, DEFENDANTS wrongfully failed to provide PLAINTIFF and the Class with timely, adequate and duty-free meal periods. DEFENDANTS regularly required PLAINTIFF and the Class to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted meal period for every five hours of work, or without compensating PLAINTIFF and the Class for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. DEFENDANTS did not inform PLAINTIFF and the Class of their right to take a meal period by the end of the fifth hour of work. DEFENDANTS did not inform PLAINTIFF and the Class of their right to take a second meal break for shifts longer than 10 hours. DEFENDANTS did not inform PLAINTIFF and the Class of their right, for shifts of more than 10 hours, to take a second meal break by the end of the 10th hour. Moreover, DEFENDANTS did not have legally

1 compliant policies or practices to provide adequate and duty-free meal periods for PLAINTIFF
2 and the Class, nor did DEFENDANTS have legally compliant policies or practices regarding the
3 timing of meal periods. DEFENDANTS also did not have a legally compliant policy or practice
4 to record whether the PLAINTIFF and the Class were taking their required meal periods as
5 required by IWC Wage Order. DEFENDANTS had a policy of auto-deducting a 30-minute
6 meal period without whether a meal period was provided or not.

7 6. Throughout the time period involved in this case, DEFENDANTS regularly
8 required PLAINTIFF and the Class to work without DEFENDANTS authorizing and permitting
9 PLAINTIFF and the Class members to take a 10-minute, continuous and uninterrupted, rest
10 period for every four hours of work (or major fraction of four hours), and without compensating
11 PLAINTIFF and the Class for rest periods that were not authorized or permitted.

12 7. DEFENDANTS did not properly inform PLAINTIFF and the Class of their right
13 to take a 10 minute rest period every four hours of work (or major fraction of four hours).
14 Moreover, DEFENDANTS did not have legally compliant policies or practices permitting or
15 authorizing timely rest periods for PLAINTIFF and the Class. DEFENDANTS also did not have
16 any policies or practices to verify whether PLAINTIFF and the Class were receiving their
17 required rest periods.

18 8. DEFENDANTS willfully failed and refused to timely pay PLAINTIFF and the
19 Class at the conclusion of their employment for the conduct mentioned above with respect to
20 necessary meal periods and rest periods and unpaid reimbursement. As a result, DEFENDANTS
21 violated California Labor Code §§ 201-203.

22 9. DEFENDANTS, as a matter of practice and policy, did not furnish PLAINTIFF
23 and the Class with accurate itemized wage statement that accurately show total hours worked by
24 PLAINTIFF and the Class, gross wages earned, net wages earned, and other information
25 required by Labor Code § 226(a). DEFENDANTS knowingly and intentionally failed to do so
26 because, among other things, the wages statements did not accurately state the total hours
27 worked, the gross wages earned, and the net wages earned. As a result of these violations of
28 Section 226(a), the PLAINTIFF and the Class suffered injury because, among other things: (a)

1 the violations led them to believe that they were not entitled to be paid meal period premium
2 wages, and rest period premium wages and reimbursement costs, even though they were entitled;
3 (b) the violations led them to believe that they had been paid the meal period premium and rest
4 period premium wages and reimbursement to which they were entitled, even though they had not
5 been; (c) the violations led them to believe they were not entitled to be paid meal period
6 premium and rest period premium wages and reimbursement at the correct California rate even
7 though they were; (d) the violations led them to believe they had been paid meal period
8 premium, and rest period premium wages and reimbursement at the correct California rate even
9 though they had not been; (e) the violations hindered them from determining the amounts of
10 meal period premium and rest period premium wages and reimbursement owed to them; (f) in
11 connection with their employment before and during this action, and in connection with
12 prosecuting this action, the violations caused them to have to perform mathematical
13 computations to determine the amounts of wages owed to them, computations they would not
14 have to make if the wage statements contained the required accurate information; (g) by
15 understating the wages truly due them, the violations caused them to lose entitlement and/or
16 accrual of the full amount of Social Security, disability, unemployment, and other governmental
17 benefits; (h) the wage statements inaccurately understated the wages, hours, and wages rates to
18 which PLAINTIFF and the Class were entitled, and PLAINTIFF and the Class were paid less
19 than the wages and wage rates to which they were entitled. Thus, PLAINTIFF and the Class are
20 owed the amounts provided for in Labor Code § 226(e).

21 **JURISDICTION AND VENUE**

22 10. This Court is the proper Court, and this action is properly filed in the Superior
23 Court of the State of California, County of Orange, because Defendant maintains offices and
24 facilities and transacts business in the County of Orange, and because Defendant's illegal payroll
25 policies and practices and other unlawful actions which are the subject of this action were
26 applied, at least in part, to Plaintiffs in the County of Orange.

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1 **THE PARTIES**

2 **A. PLAINTIFF**

3 11. PLAINTIFF resides in the State of California. PLAINTIFF was employed
4 by DEFENDANT as an hourly-paid, non-exempt employee, in California, from October
5 of 2023 to May 24, 2024. At all times relevant herein, PLAINTIFF performed work for
6 DEFENDANT as a laborer.

7 12. PLAINTIFF reserves the right to seek leave to amend this Complaint to add
8 new PLAINTIFFS, if necessary, in order to establish suitable representative(s) pursuant
9 to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other
10 applicable law.

11 **B. DEFENDANTS**

12 13. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that DEFENDANT PRAMIRA, INC. is a corporation, authorized to conduct
14 business, and actually conducts business, in the State of California.

15 14. DEFENDANT was PLAINTIFF'S employer, and the current and/or former
16 employees in the purported Class, including both permanent and temporary employees,
17 employer.

18 15. PLAINTIFF does not know the true names or capacities of the persons or
19 entities sued herein as DOES 1-10, inclusive, and therefore sues said defendants by such
20 fictitious names. Each of the DOE Defendants was in some manner legally responsible
21 for the damages suffered by PLAINTIFF and the Class as alleged herein. PLAINTIFF
22 will amend this complaint to set forth the true names and capacities of these Defendants
23 when they have been ascertained, together with appropriate charging allegations, as may
24 be necessary.

25 16. At all times mentioned herein, the Defendants named as DOES 1-10,
26 inclusive, and each of them, were residents of, doing business in, availed themselves of
27 the jurisdiction of, and/or injured a significant number of the PLAINTIFF and Class in
28 the State of California.

17. PLAINTIFF is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed PLAINTIFF and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. PLAINTIFF is informed and believes and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. PLAINTIFF is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

CLASS ACTION ALLEGATIONS

20. All claims alleged herein arise under California law for which PLAINTIFF seeks relief authorized by California law.

All persons employed by Defendants to work in any non-exempt hourly paid job position in California, at any time beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

22. PLAINTIFF reserves the right to establish other sub-classes as appropriate.

23. At all material times, PLAINTIFF was a member of the Class.

24. PLAINTIFF undertakes this action for the benefit of all Class members.

25. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to PLAINTIFF at this time, however, the Class is estimated to be greater than 100 individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: PLAINTIFF is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest, and PLAINTIFF's claims (or defenses, if any) are typical of all Class members' claims as demonstrated herein.

(c) Adequacy: PLAINTIFF is qualified to, and will, fairly and adequately protect the interests of each Class member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. PLAINTIFF has no conflicts with or interests antagonistic to any Class member. PLAINTIFF's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. PLAINTIFF has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class Action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;

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1 2) The extent and nature of any litigation concerning the controversy already
2 commenced by or against members of the Class;

3 3) The desirability or undesirability of concentrating the litigation of the
4 claims in the particular forum; and

5 4) The difficulties likely to be encountered in the management of a class
6 action.

7 (e) Public Policy Considerations: Employers in the State of California violate
8 employment and labor laws every day. Current employees are often afraid to assert their
9 rights out of fear of direct or indirect retaliation. Former employees are fearful of
10 bringing actions because they believe their former employers might damage their future
11 endeavors through negative references and/or other means. Class actions provide the
12 class members who are not named in the complaint with a type of anonymity that allows
13 for the vindication of their rights at the same time as their privacy is protected.

14 26. There are common questions of law and fact as to the Class (and each
15 subclass, if any) that predominate over questions affecting only individual members,
16 including without limitation, whether, as alleged herein, DEFENDANTS have:

17 (a) Failed to provide meal periods and pay meal period premium wages to
18 Class members;

19 (b) Failed to authorize and permit rest periods and pay rest period premium
20 wages to Class members;

21 (c) Failure to reimburse all necessary business expenditures;

22 (d) Failed to promptly pay all wages due to Class members upon their
23 discharge or resignation;

24 (e) Failed to provide Class members with accurate wages statements;

25 27. This Court should permit this action to be maintained as a class action
26 pursuant to California Code of Civil Procedure § 382 because:

27 (a) The questions of law and fact common to the Class predominate over any
28 question affecting only individual members;

1 (b) A class action is superior to any other available method for the fair and
2 efficient adjudication of the claims of the members of the Class;

3 (c) The members of the Class are so numerous that it is impractical to bring all
4 members of the class before the Court;

5 (d) PLAINTIFF, and the other members of the Class, will not be able to obtain
6 effective and economic legal redress unless the action is maintained as a class action;

7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the statutory violations, and in obtaining adequate compensation for
9 the damages and injuries for which DEFENDANTS are responsible in an amount
10 sufficient to adequately compensate the members of the Class for the injuries sustained;

11 (f) Without class certification, the prosecution of separate actions by individual
12 members of the class would create a risk of:

13 1) Inconsistent or varying adjudications with respect to individual members of
14 the Class which would establish incompatible standards of conduct for DEFENDANTS;
15 and/or

16 2) Adjudications with respect to the individual members which would, as a
17 practical matter, be dispositive of the interests of other members not parties to the
18 adjudications, or would substantially impair or impede their ability to protect their
19 interests, including but not limited to the potential for exhausting the funds available from
20 those parties who are, or may be, responsible DEFENDANTS; and,

21 (g) DEFENDANTS have acted or refused to act on grounds generally
22 applicable to the Class, thereby making final injunctive relief appropriate with respect to
23 the class as a whole.

24 28. PLAINTIFF contemplates the eventual issuance of notice to the proposed
25 members of the Class that would set forth the subject and nature of the instant action.
26 The DEFENDANTS' own business records may be utilized for assistance in the
27 preparation and issuance of the contemplated notices. To the extent that any further
28 notices may be required, PLAINTIFF would contemplate the use of additional techniques

1 and forms commonly used in class actions, such as published notice, e-mail notice,
2 website notice, first-class mail, or combinations thereof, or by other methods suitable to
3 the Class and deemed necessary and/or appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

5 **Failure to Provide Required Meal Periods**

6 **[California Labor Code §§ 226.7, 512]**

7 **(Against All Defendants)**

8 29. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
9 the paragraphs above as if fully set forth herein.

10 30. At all times relevant herein, as part of its illegal payroll policies and practices to
11 deprive its employees of all wages earned and due, DEFENDANT failed to relieve these
12 employees of all duty during meal periods, required, permitted or otherwise suffered its
13 employees to take less than the required thirty-minute meal periods or to work through them,
14 failed to provide employees with meal periods within the first five (5) hours of their work, and
15 failed to otherwise provide the required meal periods to their employees as required under
16 California Labor Code §§ 226.7 and 512, and the IWC Wage Order(s).

17 31. DEFENDANT further violated California Labor Code § 226.7 and the IWC Wage
18 Order(s) by failing to pay each of its employees who was not provided with a legally-compliant
19 meal period as required an additional one (1) hour of compensation at each employee's regular
20 rate of pay.

21 32. As a proximate result of the aforementioned violations, PLAINTIFF and the Class
22 members have been damaged in an amount according to proof at trial, and seek all wages earned
23 and due, interest, penalties, expenses and costs of suit.

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1 **SECOND CAUSE OF ACTION**

2 **Failure to Provide Required Rest Breaks**

3 **[California Labor Code § 226.7]**

4 **(Against All Defendants)**

5 33. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
6 the paragraphs above as if fully set forth herein.

7 34. At all times relevant herein, as part of its illegal payroll policies and practices to
8 deprive PLAINTIFF and the Class members of all wages earned and due, DEFENDANT
9 required these employees to take less than the required ten-minute rest breaks or to work through
10 them, failed to provide employees with a rest break for every four-hour work period or major
11 fraction thereof, and failed to otherwise provide the required rest breaks to its employees as
12 required under California Labor Code § 226.7 and the IWC Wage Order(s). The foregoing was
13 the result of a policy and/or practice of failing to authorize and permit compliant rest breaks to
14 Plaintiff and the class members in accordance with California law.

15 35. DEFENDANT further violated California Labor Code § 226.7 and the IWC Wage
16 Order(s) by failing to pay each of its employees who was not provided with a legally-compliant
17 rest break as required an additional one (1) hour of compensation at each employee's regular rate
18 of pay.

19 36. As a proximate result of the aforementioned violations, Plaintiff and the class
20 members have been damaged in an amount according to proof at trial, and seek all wages earned
21 and due, interest, penalties, attorney's fees, expenses and costs of suit.

22 **THIRD CAUSE OF ACTION**

23 **Failure to Reimburse All Necessary Business Expenditures or Losses Incurred by the**

24 **Employee in Discharge of Duties**

25 **[Cal. Lab. Code § 2802]**

26 **(Against All Defendants)**

27 37. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
28 the paragraphs above as if fully set forth herein.

1 38. At all times herein set forth, California Labor Code § 2802 provided:

2 (a) An employer shall indemnify his or her employee for all necessary expenditures
3 or losses incurred by the employee in direct consequence of the discharge of his or her duties. . .

4 .
5 (b) All awards made by a court or by the Division of Labor Standards Enforcement
6 for reimbursement of necessary expenditures under this section shall carry interest at the same
7 rate as judgments in civil actions. Interest shall accrue from the date on which the employee
8 incurred the necessary expenditure or loss.

9 (c) For purposes of this section, the term “necessary expenditures or losses” shall
10 include all reasonable costs, including, but not limited to, attorney's fees incurred by the
11 employee enforcing the rights granted by this section.

12 39. During the relevant time period, DEFENDANTS failed, and continue to fail to
13 reimburse PLAINTIFF and the Class members for all necessary expenditures or losses incurred
14 by the employee in direct consequence of the discharge of his or her duties. These expenditures
15 include, but are not limited to, required use of personal cell phones.

16 40. DEFENDANTS' failure to reimburse PLAINTIFF and the Class members for
17 among other thing personal cell phone usage in violation of California Labor Code § 2802.

18 41. PLAINTIFF and Class members are entitled to recover reimbursement from
19 DEFENDANTS, interest and attorney’s fees pursuant to Labor Code § 2802.

20 **FOURTH CAUSE OF ACTION**

21 **Failure to Provide Accurate Pay Statements**

22 **[California Labor Code § 226]**

23 **(Against All Defendants)**

24 42. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
25 the paragraphs above as if fully set forth herein.

26 43. At all relevant times herein, as part of its illegal payroll policies and practices to
27 deprive its non-exempt employees of all wages earned and due, DEFENDANT failed to provide
28 PLAINTIFFS with wage statements and/or accurate wage statements as required by California

1 Labor Code § 226.

2 44. As a proximate result of the aforementioned violations, PLAINTIFFS have been
3 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
4 penalties, attorney's fees, and expenses and costs of suit.

5 **FIFTH CAUSE OF ACTION**

6 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

7 **[California Labor Code §§ 201, 202, 203]**

8 **(Against All Defendants)**

9 45. PLAINTIFF re-alleges and incorporates by reference the allegations contained in
10 the paragraphs above as if fully set forth herein.

11 46. Pursuant to California Labor Code §§ 201 and 202 employers, including
12 DEFENDANT, must make timely payment of the full wages due to their employees who quit or
13 have been discharged. California Labor Code § 203 provides waiting time penalties for
14 violations of §§ 201 and 202.

15 47. At the time of all respective termination and quitting dates of members of the
16 former employees, PLAINTIFFS had unpaid wages which were due. In violation of California
17 Labor Code §§ 201, 202 and 203, DEFENDANT failed to pay wages due and owing to
18 PLAINTIFFS, who are or were former employees of DEFENDANT, in amounts to be proven at
19 the time of trial and within the jurisdiction of this Court.

20 48. DEFENDANT has committed and continues to commit the acts alleged herein
21 knowingly and willfully, with the wrongful and deliberate intention of injuring PLAINTIFFS'
22 rights. As a direct result, PLAINTIFFS have suffered and continue to suffer substantial losses
23 related to the use and enjoyment of such wages, lost interest on such wages, and expenses and
24 attorney's fees in seeking to compel DEFENDANT to fully perform its obligations under state
25 law, all to their respective damages in amounts according to proof at time of trial and within the
26 jurisdiction of this Court. PLAINTIFFS are therefore entitled to waiting time penalties pursuant
27 to California Labor Code § 203, which provides that an employee's wages will continue as a
28 penalty for up to thirty (30) days from the time the wages are due.

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3 **WHEREFORE**, NAMED PLAINTIFF, individually, and on behalf of all other persons
4 similarly situated, by her and their attorneys, respectfully prays for relief against DEFENDANT
5 and DOES 1 through 10 inclusive, and each of them as appropriate under the facts and laws of
6 the case, as follows:

7 1. For compensatory damages, including without limitation special damages, general
8 damages, incidental damages, and consequential damages, to the extent allowed by law;

9 2. For liquidated damages to the extent allowed by law;

10 3. For nominal damages to the extent allowed by law and to the extent not subsumed
11 in or superseded by compensatory damages or liquidated damages

12 4. For restitution to the extent allowed by law;

13 5. For statutory penalties to the extent allowed by law, including without limitation
14 any section, subsection, or provision of the California Labor Code and/or any IWC Wage Order;

15 6. For civil penalties to the extent allowed by law, including without limitation any
16 section, subsection, or provision of the California Labor Code and/or any IWC Wage Order;

17 7. For prejudgment interest at the statutory rate of ten percent (10 %) per annum to
18 the fullest extent allowable or required by law;

19 8. For costs and disbursements to the fullest extent allowable or required by law;

20 9. For reasonable attorney's fees to the fullest extent allowable or required by law;
21 and,

22 10. For such other, further, or different relief as the Court may appear proper.

23 Dated: October 22, 2024

Respectfully submitted,

24 RASTEGAR LAW GROUP, APC

25 By:

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27 Farzad Rastegar
28 Attorneys for PLAINTIFF Miguel A.
Rodriguez, individually, and all other
similarly situated employees of Defendants

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2 **DEMAND FOR TRIAL**

3 NAMED PLAINTIFF demands a trial by jury as to all causes of action triable by
4 jury.

5 Dated: October 22, 2024

Respectfully submitted,

6 RASTEGAR LAW GROUP, APC

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8 By:


Farzad Rastegar
Attorneys for PLAINTIFF Miguel A.
Rodriguez, individually, and all other
similarly situated employees of Defendants