

Farzad Rastegar (State Bar No. 155555)
farzad@rastegarlawgroup.com
RASTEGAR LAW GROUP, APC
22760 Hawthorne Blvd., Suite 200
Torrance, California 90505
Telephone: (310) 961-9600
Facsimile: (310) 961-9094

Attorneys for Plaintiff Miguel A. Rodriguez,
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. 30-2024-01434513-CU-OE-CXC

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.]
7. Representative action pursuant to the Private Attorney General Act

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:

///

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 meal
6 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 required
25 by Labor Code § 226(a). DEFENDANTS knowingly and intentionally failed to do so because,
26 among other things, the wages statements did not accurately state the total hours worked, the
27 gross wages earned, and the net wages earned. As a result of these violations of Section 226(a),
28 the PLAINTIFF and the Class suffered injury because, among other things: (a) the violations led

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

27 ///

28 ///

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.

18. DEFENDANT and DOES 1-10 are collectively referred to herein as "DEFENDANTS."

CLASS ACTION ALLEGATIONS

19. PLAINTIFF brings this action individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil Procedure § 382.

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

21. The proposed Class is defined as:

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.

For purposes of this definition, "Defendants" means PRAMIRA, INC. and any of the fictitiously named defendants (Does 1 through 10).

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;

///

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 discharge
23 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.

24 ///

25 ///

26 ///

27 ///

28 ///

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 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Failure to Reimburse All Necessary Business Expenditures or Losses Incurred by the**
3 **Employee in Discharge of Duties**

4 **[Cal. Lab. Code § 2802]**

5 **(Against All Defendants)**

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

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

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

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

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

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

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

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

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **Failure to Provide Accurate Pay Statements**

3 **[California Labor Code § 226]**

4 **(Against All Defendants)**

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

7 43. At all relevant times herein, as part of its illegal payroll policies and practices to
8 deprive its non-exempt employees of all wages earned and due, DEFENDANT failed to provide
9 PLAINTIFFS with wage statements and/or accurate wage statements as required by California
10 Labor Code § 226.

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

14 **FIFTH CAUSE OF ACTION**

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

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

17 **(Against All Defendants)**

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

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

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

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

SIXTH CAUSE OF ACTION

**(Against all Defendants for Violation of California Business &
Professions Code §§ 17200 et seq.)**

49. PLAINTIFF incorporates by reference and re-alleges as if fully stated herein the material allegations and Causes of Action set out in this Complaint.

50. DEFENDANTS, and each of them, are "persons" as defined under Business & Professions Code § 17201.

51. DEFENDANTS' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to PLAINTIFF, other Class members, and to the general public. PLAINTIFF seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

52. DEFENDANTS' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code § 17200, et seq.

53. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy; and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous.

1 and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of
2 California Business and Professions Code §§ 17200, et seq.

3 Failing to Provide Meal Periods

4 54. DEFENDANTS' failure to provide meal periods in accordance with Labor Code
5 §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
6 unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

7 Failing to Authorize and Permit Rest Periods

8 55. DEFENDANTS' failure to authorize and permit rest periods in accordance with
9 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or
10 unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

11 Failing to Pay Minimum Wages, Straight Time Wage and Overtime Wages

12 56. DEFENDANTS' failure to pay all wages due when earned including minimum
13 straight and overtime wages constitutes unlawful and/or unfair activity prohibited by Business
14 and Professions Code §§ 17200, et seq.

15 57. DEFENDANTS' failure to provide accurate itemized wage statements in
16 accordance with Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity
17 prohibited by Business and Professions Code §§ 17200, et seq.

18 58. By and through their unfair, unlawful and/or fraudulent business practices
19 described herein, the DEFENDANTS, have obtained valuable property, money and services from
20 PLAINTIFF, and all persons similarly situated, and have deprived PLAINTIFF, and all persons
21 similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

22 59. PLAINTIFF and the other Class members suffered monetary injury as a direct
23 result of DEFENDANTS' wrongful conduct.

24 60. The PLAINTIFF, individually, and on behalf of members of the putative Class, is
25 entitled to, and does, seek such relief as may be necessary to disgorge money and/or property
26 which the DEFENDANTS have wrongfully acquired, or of which PLAINTIFF has been
27 deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices.

28 ///

1 PLAINTIFF and the members of the putative Class are not obligated to establish individual
2 knowledge of the wrongful practices of DEFENDANTS in order to recover restitution.

3 61. The PLAINTIFF, individually, and on behalf of members of the putative class, is
4 further entitled to and does seek a declaration that the above described business practices are
5 unfair, unlawful and/or fraudulent, and injunctive relief restraining the DEFENDANTS, and each
6 of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business
7 practices in the future.

8 62. The PLAINTIFF, individually, and on behalf of members of the putative class, has
9 no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class members
10 suffered as a consequence of the DEFENDANTS' unfair, unlawful and/or fraudulent business
11 practices. As a result of the unfair, unlawful and/or fraudulent business practices described
12 above, the PLAINTIFF, individually, and on behalf of members of the putative Class, has
13 suffered and will continue to suffer irreparable harm unless the DEFENDANTS, and each of
14 them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent
15 business practices.

16 63. The PLAINTIFF also alleges that if DEFENDANTS are not enjoined from the
17 conduct set forth herein above, they will continue to avoid paying the appropriate taxes,
18 insurance and other withholdings.

19 64. Pursuant to California Business & Professions Code §§ 17200, et seq.,
20 PLAINTIFF and putative Class members are entitled to restitution of the wages withheld and
21 retained by DEFENDANTS during a period that commences four years prior to the filing of this
22 complaint; a permanent injunction requiring DEFENDANTS to pay all outstanding wages due to
23 PLAINTIFF and Class members; an award of attorneys' fees pursuant to California Code of Civil
24 Procedure § 1021.5 and other applicable laws; and an award of costs.

25 ///

26 ///

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **Representative PAGA Action Against All Defendants**

3 **[Private Attorney General Act, California Labor Code §§ 2698-2699.5]**

4 **(Against All Defendants)**

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

7 66. Labor Code §§ 2699(a) specifically provides for a private right of action to
8 recover penalties for the Labor Code: “Notwithstanding any other provision of law, any
9 provision of this code that provides for a penalty to be assessed and collected by the Labor and
10 Workforce Development Agency or any of its departments, divisions, commissions, boards,
11 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
12 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
13 and former employees.”

14 67. This action is appropriately suited for a Representative Action because:

15 (a) The individuals that PLAINTIFF seeks to represent are a significant number.
16 Joinder of all current and former employees individually would be impractical.

17 (b) This action involves common questions of law and fact to the potential
18 representative group because this action focuses on the DEFENDANT’S systematic course of
19 illegal payroll practices and policies, which was applied to all hourly employees in the violation
20 of the California Labor Code, and the California Business and Professions Code which prohibits
21 unfair business practices arising from such violations.

22 (c) The claims of PLAINTIFF are typical of the representative group because
23 DEFENDANT subjected all of their hourly employees to the identical violations of the California
24 Labor Code and California Business and Professions Code.

25 (d) PLAINTIFF is able to fairly and adequately protect the interest of all members
26 of the representative group because it is in the PLAINTIFF’S best interest to prosecute the claims
27 alleged herein to collect civil penalties due to PLAINTIFF arising from DEFENDANT’S illegal
28 wage and hour violations.

68. PLAINTIFF has complied with the requirements set forth in California Labor Code § 2699.3.

69. On October 24, 2024, PLAINTIFF delivered a written notice, by certified mail, to the LWDA and Defendants, of the specific provisions of the Labor Code alleged to have been violated by Defendant, including the facts and theories to support the violations. As of the date of this First Amended Complaint, more than sixty-five (65) days have elapsed since October 24, 2024, and no notice from the LWDA has been received by PLAINTIFF regarding the LWDA's intent to investigate the alleged violations. Accordingly, PLAINTIFF has exhausted his administrative remedies in compliance with Labor Code section 2699.3, subdivision (a), and may commence a civil action to recover penalties for DEFENDANT'S violations of the Labor Code on behalf of the state and the class pursuant to section 2699, subdivision (a).

70. Pursuant to California Labor Code §§ 2698-2699.5, the class is entitled to collect civil penalties from DEFENDANT in a representative action for the California Labor Code violations set forth above.

Penalties for Failing to Provide Meal Periods

71. Under California law, Defendants have an affirmative obligation to relieve employees of all duty in order to take their first daily meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second meal periods no later than the start of the eleventh hour of work in the workday.

72. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and the Aggrieved Employees with both meal periods as required by California law.

73. Under California law, Plaintiff and the Aggrieved Employees are entitled to be paid one hour of additional wages for each instance he or she was not provided with all required meal period(s).

74. Defendants regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

///

///

1 75. As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the
2 civil penalties provided for in Labor Code §§ 204, 226.7 and 558 for failing to provide meal
3 periods.

4 **Penalties for Failing to Maintain Accurate Records of Meal Periods**

5 76. Plaintiff seek penalties for himself and for similarly Aggrieved Employees of
6 Defendants under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person,
7 including any entity, employing labor who willfully fails to maintain accurate and complete
8 records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the
9 applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the
10 employee begins and ends each work period. Meal periods and total hours worked daily shall
11 also be recorded.

12 77. During the time period of employment for Plaintiff and the similarly Aggrieved
13 Employees, Defendants failed to maintain records pursuant to the Labor Code and IWC Orders
14 by failing to maintain accurate records showing meal periods. Defendants' failure to provide and
15 maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the
16 Aggrieved Employees the ability to know, understand and question the accuracy and frequency of
17 meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore,
18 Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages,
19 all of which resulted in an unjustified economic enrichment to Defendants. As a direct result,
20 Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses
21 related to the use and enjoyment of such wages, lost interest on such wages and expenses and
22 attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all
23 to their respective damage in amounts according to proof at trial. As a result of Defendants'
24 knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and
25 the Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
26 understanding, and disputing the wage payments paid to them.

27 ///

28 ///

1 **Penalties for Failure to Pay Minimum Wage**

2 78. Under California law, it is unlawful for an employer to pay employees a lower
3 wage than the minimum wage fixed by the commission or by any applicable state or local law.

4 79. Despite this legal requirement, as a result of its time-rounding policies and
5 practices, Defendants regularly failed to pay Plaintiff and the Aggrieved Employees minimum
6 wages for all hours worked.

7 80. As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the
8 civil penalties provided for in Labor Code §§ 558 and 1197.1.

9 **Penalties for Failure to Pay Overtime Compensation**

10 81. Under California law, any work in excess of eight hours in one workday and any
11 work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh
12 day of work in any one workweek shall be compensated at a rate of no less than one and one-half
13 time the regular rate of pay for an employee. Any work in excess of 12 hours in one day any
14 work in excess of eight hours on any seventh day of a workweek shall be compensate at the rate
15 of no less than twice the regular rate of pay of an employee.

16 82. Despite these legal requirements, as a result of its time-rounding policies and
17 practices, Defendants regularly failed to pay Plaintiff and the Aggrieved Employees proper
18 overtime compensation for all hours worked.

19 83. As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the
20 civil penalties provided for in Labor Code §§ 558.

21 **Penalties for Failure to Timely Pay All Wages at Termination**

22 84. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
23 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
24 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
25 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
26 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
27 quit, in which case the employee is entitled to his or her wages at the time of quitting.

28 ///

1 85. Within the applicable statute of limitations, the employment of Plaintiff and many
2 other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the
3 employment of others will be. However, during the relevant time period, Defendants failed, and
4 continue to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all
5 wages required to be paid by California Labor Code sections 201 and 202 either at the time of
6 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

7 86. Defendants' failure to pay Plaintiff and those Aggrieved Employees who are no
8 longer employed by Defendants their wages earned and unpaid at the time of discharge, or within
9 seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
10 Code §§ 201 and 202.

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

15 88. Plaintiff and similarly Aggrieved Employees are entitled to recover from
16 Defendants their additionally accruing wages for each day they were not paid, at their regular
17 hourly rate of pay, up to 30 days maximum pursuant to California Labor Code § 203.

18 **Penalties for Failure to Furnish Accurate Itemized Wage Statements**

19 89. At all material times set forth herein, California Labor Code § 226(a) provides
20 that every employer shall furnish each of his or her employees an accurate itemized wage
21 statement in writing showing nine pieces of information, including: (1) gross wages earned, (2)
22 total hours worked by the employee, (3) the number of piece-rate units earned and any applicable
23 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
24 deductions made on written orders of the employee may be aggregated and shown as one item,
25 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
26 name of the employee and the last four digits of his or her social security number or an employee
27 identification number other than a social security number, (8) the name and address of the legal

28 ///

entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

90. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and similarly Aggrieved Employees, and the failure to list the true net wages earned.

91. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and similarly Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

92. Specifically, Plaintiff and similarly Aggrieved Employees have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

93. Calculation of the true wage entitlement for Plaintiff and similarly Aggrieved Employees is difficult and time consuming. As a result of this unlawful burden, Plaintiff were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

94. Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

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

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

- 1 2. For liquidated damages to the extent allowed by law;
- 2 3. For nominal damages to the extent allowed by law and to the extent not subsumed
- 3 in or superseded by compensatory damages or liquidated damages
- 4 4. For restitution to the extent allowed by law;
- 5 5. For statutory penalties to the extent allowed by law, including without limitation
- 6 any section, subsection, or provision of the California Labor Code and/or any IWC Wage Order;
- 7 6. For civil penalties to the extent allowed by law, including without limitation any
- 8 section, subsection, or provision of the California Labor Code and/or any IWC Wage Order;
- 9 7. For prejudgment interest at the statutory rate of ten percent (10 %) per annum to
- 10 the fullest extent allowable or required by law;
- 11 8. For costs and disbursements to the fullest extent allowable or required by law;
- 12 9. For reasonable attorney's fees to the fullest extent allowable or required by law;
- 13 and,
- 14 10. For such other, further, or different relief as the Court may appear proper.

15 Dated: February 3, 2025

Respectfully submitted,

RASTEGAR LAW GROUP, APC

18 By:

19 
Farzad Rastegar
Attorneys for PLAINTIFF Miguel A. Rodriguez,
20 individually, and all other similarly situated
employees of Defendants

21

22

23

24

25

26

27

28

DEMAND FOR TRIAL

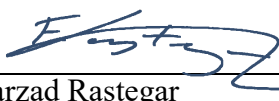
NAMED PLAINTIFF demands a trial by jury as to all causes of action triable by jury.

Dated: February 3, 2025

Respectfully submitted,

RASTEGAR LAW GROUP, APC

By:


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