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County of San Diego
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Clerk of the Superior Court
By M. Acevedo ,Deputy Clerk

IN THE SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO

JOE MARTINEZ, an individual, on behalf of
himself and all other aggrieved employees,

Plaintiff,

vs.

NORTH SPRUCE LP, a California Limited
Partnership; and DOES 1 through 20 inclusive,

Defendants.

Case No. 25CU009079C

COMPLAINT FOR DAMAGES:

- 1. FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES IN VIOLATION OF LABOR CODE § 2802;**
- 2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, & 1198;**
- 3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE §§ 510 & 1198;**
- 4. FAILURE TO FURNISH COMPLIANT WAGE STATEMENTS & MAINTAIN ACCURATE PAY RECORDS IN VIOLATION OF LABOR CODE §§ 226, 1174(d), & 1198;**
- 5. FAILURE TO TIMELY PAY WAGES IN VIOLATION OF LABOR CODE § 204;**
- 6. WILLFULL FAILURE TO PAY WAGES IN VIOLATION OF LABOR CODE §§ 201 – 203;**
- 7. CIVIL PENALTIES IN VIOLATION OF LABOR CODE §§ 2698, *ET SEQ.*;**

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**8. UNFAIR COMPETITION IN
VIOLATION OF BUSINESS &
PROFESSIONS CODE §§ 17200, *ET
SEQ.***

Jury Trial Demanded

Plaintiff JOE MARTINEZ is informed and believes, and thereon alleges, as follows:

PARTIES, VENUE, & JURISDICTION

1. Plaintiff JOE MARTINEZ was at all times relevant hereto a resident of Fontana, California.

2. Defendant NORTH SPRUCE LP was at all times relevant to this Action a limited partnership with its principal place of business in Rialto, California.

3. The true names and capacities, whether individual, corporate, associate, or otherwise, of the Defendants named herein as DOES 1 through 20, inclusive, are unknown to Plaintiff at this time, and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named Defendants are responsible for the wrongful acts alleged herein and are therefore liable to Plaintiff as alleged herein.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, each of them, were the agents, employees, managing agents, supervisors, coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status, and/or joint venture and with the permission and consent of each of the other Defendants.

5. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, each of them, including those named as DOES 1 through 20, acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled, and/or coerced one another in

1 the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes
2 and based thereupon alleges, that Defendants, each of them, including those named as DOES 1 through
3 20, formed and executed a conspiracy or common plan pursuant to which they would commit the
4 unlawful acts alleged herein, with all such acts alleged herein done as part of and pursuant to said
5 conspiracy, intended to cause, and actually causing, Plaintiff's harm.

6 6. Whenever and wherever reference is made in this Complaint to any act or failure to act
7 by a defendant or co-defendant, such allegations and references shall also be deemed to mean the acts
8 and/or failures to act by each defendant acting individually, jointly and severally.

9 **FACTUAL ALLEGATIONS**

10 7. Plaintiff incorporates by reference all allegations in the foregoing paragraphs as though
11 fully set forth herein.

12 8. Mr. Joe Martinez worked as an Assistant Maintenance Manager for North Spruce LP
13 from September 15, 2022, until May 20, 2024.

14 9. North Spruce LP is a townhouse village with its main office in Escondido, California.
15 North Spruce LP has two (2) locations and employs approximately six (6) individuals.

16 10. As an Assistant Maintenance Manager, Mr. Martinez was responsible for the upkeep
17 of grounds, amenities, building exteriors, the leasing office, parking lots, and other community
18 buildings of multi-family residential apartments, as well as assisting with light maintenance on an as
19 needed basis. Specific tasks that Mr. Martinez was required to complete weekly included cleaning the
20 laundry room; power washing the trash enclosures, landings, and staircases; and maintaining the water
21 fountain.

22 11. In order to complete his job duties, Mr. Martinez required certain hand and power tools,
23 including drills, power washer, wrenches, hammers. North Spruce LP supplied a drain snake and shop
24 vacuum, but these tools were rarely required. During the hiring process, North Spruce LP told Mr.
25 Martinez that he would need to bring his own tools. As a result, Mr. Martinez purchased \$2,500 of
26 tools to complete his job duties while employed for North Spruce LP. Additionally, Mr. Martinez used
27 his personal vehicle for work related tasks but did not receive any allowances or reimbursements for
28 gas and upkeep. Despite being required to supply and maintain the tools of his trade, Mr. Martinez

1 was paid just \$19 per hour in 2022, \$20 per hour in 2023, and \$21 per hour in 2024 in contravention
2 of Indus. Welfare Comm'n Wage Order No. 16-2001.

3 12. Mr. Martinez's regularly scheduled workweek was 8:00 AM to 5:00 PM, but he was
4 required to be on call twenty-four hours per day, seven days per week. Further, Mr. Martinez was only
5 paid overtime for on-call emergency repairs, not for any time he spent standing by on-call.

6 13. Mr. Martinez was required to live on-site, so an apartment was provided by North
7 Spruce LP for his use and enjoyment as a condition of employment. However, this apartment was not
8 part of Mr. Martinez's employee compensation.

9 14. By requiring Mr. Martinez to supply his own tools and use his personal vehicle to
10 complete his job duties, North Spruce LP had a corresponding responsibility to pay him at least double
11 minimum wages per Indus. Welfare Comm'n Wage Order No. 16-2001 or reimburse him for all
12 necessary expenditures incurred while discharging his duties per Labor Code section 2802(a).
13 However, Mr. Martinez received neither double minimum wages nor reimbursement for his necessary
14 expenditures, making North Spruce LP in violation of the California Labor Code.

15 15. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
16 Defendants' officers, directors, and/or managing agents, including, but not limited to, those identified
17 herein as DOES 1 through 20, who were authorized and empowered to make decisions that reflect
18 and/or create policy for Defendants. The aforementioned conduct of said managing agents and
19 individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge
20 of the actions and conduct of said individuals whose actions and conduct were ratified, authorized,
21 and approved by managing agents, whose precise identities are unknown to Plaintiff at this time and
22 are therefore identified and designated herein as DOES 1 through 20, inclusive.

23 16. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer
24 general and special damages, including emotional distress, anxiety, depression, and other physical
25 ailments, as well as medical expenses, and past and future lost wages and benefits.

26 17. As a result of the above, Plaintiff is entitled to past and future lost wages, bonuses,
27 commissions, benefits, and loss or diminution of earning capacity.

28 18. Pursuant to Labor Code section 1102.5(j), Plaintiff requests a reasonable award of

1 attorney's fees and costs, including expert fees.

2 19. The foregoing conduct of Defendants individually, or by and through their officers,
3 directors and/or managing agents, was intended by Defendants to cause injury to Plaintiff, was
4 despicable conduct carried on by Defendants with a willful and conscious disregard of the rights of
5 Plaintiff, and subjected them to cruel and unjust hardship in conscious disregard of their rights such as
6 to constitute malice, oppression, or fraud under Civil Code section 3294, thereby entitling Plaintiff to
7 punitive damages in an amount appropriate to punish and deter Defendants.

8 **FIRST CAUSE OF ACTION**

9 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

10 **IN VIOLATION OF LABOR CODE § 2802**

11 **(AGAINST ALL DEFENDANTS)**

12 20. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
13 though fully set forth herein.

14 21. An employer shall indemnify his or her employee for all necessary expenditures or
15 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
16 or her obedience to the directions of the employer.

17 22. From September 15, 2022, to May 20, 2024, Plaintiff was required by Defendants to
18 purchase tools, and in fact did purchase tools in order to perform his duties.

19 23. From September 15, 2022, to May 20, 2024, Defendants failed to pay Plaintiff twice
20 the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8 CAL. CODE REGS. § 11040,
21 § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

22 24. Plaintiff is informed and believes, and thereon alleges that, at all relevant times,
23 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
24 indemnify Plaintiff for the reasonable expenses he incurred in the course of performing his duties.

25 25. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by him for
26 the purchase of the tools that were necessary for the performance of his job and which he was required
27 to purchase in an amount according to proof at trial.

28 26. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the

1 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
2 necessary expenditures or losses and all reasonable costs, including attorney's fees incurred by them
3 enforcing the rights granted by Labor Code section 2802.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PAY MINIMUM WAGES**

6 **IN VIOLATION OF LABOR CODE § 1197**

7 **(AGAINST ALL DEFENDANTS)**

8 27. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
9 though fully set forth herein.

10 28. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
11 1198 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is
12 the minimum wage to be paid to employees, and the payment of a wage less than the minimum so
13 fixed is unlawful. Compensable work time is defined by the applicable wage order as "the time during
14 which an employee is subject to the control of an employer, and includes all the time the employee is
15 suffered or permitted to work, whether or not required to do so." CAL. CODE. REGS. tit. 8, §
16 11010(2)(G).

17 29. At all times relevant to this suit, the minimum wage applicable to Plaintiff was \$30.00
18 per hour in 2022, \$31.00 per hour in 2023, and \$32.00 per hour in 2024, which represents twice the
19 state minimum.

20 30. At all relevant times, Defendant failed and refused to pay Plaintiff the legal minimum
21 wage in the State of California, as set forth in Indus. Welfare Comm'n Order No. 4-2001 and Labor
22 Code sections 1182.12, 1194, 1194.2 and 1197.

23 31. Due to Defendants' company-wide scheduling practices and policies, Plaintiff was
24 forced to forego meal periods, and/or have his meal periods interrupted by work, and was not relieved
25 of all duties for unpaid meal periods, in order to meet his deadlines and handle his workload.
26 Defendants did not pay minimum wages for meal periods Plaintiff worked through that qualified for
27 premium payment. Defendants did not pay Plaintiff for the time he continued to perform his duties
28 during meal periods.

1 32. Defendants had no policy and/or practice for scheduling second meal periods for
2 employees, or for authorizing and permitting employees to take second 30-minute meal periods, on
3 days they worked in excess of ten (10) hours in one day. As a result, Defendants did not provide
4 Plaintiff with all second 30-minute meal periods to which they was entitled.

5 33. Defendants did not pay at least minimum wages for all hours worked by Plaintiff. To
6 the extent that these off-the-clock hours did not qualify for overtime premium payment, Defendants
7 did not pay at least minimum wages for those hours Plaintiff worked off-the-clock in violation of
8 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Defendants
9 regularly failed to pay at least minimum wages to Plaintiff for all of the hours he worked. Defendants'
10 failure to pay Plaintiff violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

11 34. Defendants' failure to pay the legal minimum wage to Plaintiff as alleged herein is
12 unlawful and creates entitlement, pursuant to Labor Code section 1194, to recovery by Plaintiff in a
13 civil action for the unpaid balance of the full amount of the unpaid wages owed, calculated as the
14 difference between the straight time compensation paid and applicable minimum wage, including
15 interest thereon.

16 35. Pursuant to Labor Code section 1194, Plaintiff is entitled to an award of reasonable
17 attorneys' fees and costs incurred in this action.

18 36. In addition, pursuant to Labor Code section 1194.2, Plaintiff is entitled to recover
19 liquidated damages in an amount equal to the minimum wages unlawfully unpaid in the amount
20 according to proof at trial.

21 **THIRD CAUSE OF ACTION**
22 **FAILURE TO PAY OVERTIME WAGES**
23 **IN VIOLATION OF LABOR CODE § 510**
24 **(AGAINST ALL DEFENDANTS)**

25 37. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
26 though fully set forth herein.

27 38. Labor Code section 1198 makes it unlawful to employ an employee under conditions
28 of labor that are prohibited by the applicable wage order. Indeed, section 1198 requires that "the

1 standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for
2 employees. The employment of any employee . . . under conditions of labor prohibited by the order
3 is unlawful.”

4 39. Labor Code section 510 and the applicable Industrial Welfare Commission Wage
5 Order required Defendants to pay employees a rate of time and one-half for all hours worked in
6 excess of eight (8) hours in a day or forty (40) hours in a workweek. Labor Code section 510 and the
7 applicable Industrial Welfare Commission Wage Order further required Defendants to pay employees
8 working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their
9 regular rate of pay, and two (2) times their regular rate of pay for all hours worked in excess of eight
10 (8) hours on the seventh consecutive day of a work in a workweek.

11 40. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
12 Code section 510, Code of Regulations sections 11010-11160, and the applicable Industrial Welfare
13 Commission Wage Order.

14 41. At all relevant times, Defendants willfully failed to pay all overtime wages owed to
15 Plaintiff. At all relevant times, Plaintiff was not paid overtime premiums for all of the hours he
16 worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess
17 of forty (40) hours in a week.

18 42. At all relevant times herein, Defendants had, and continue to have, a company-wide
19 policy of failing to implement any policies to authorize and permit employees to take compliant meal
20 periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal
21 periods by assigning them a heavy workload and understaffing their facilities.

22 43. Additionally, Defendants, on a company-wide basis, failed to schedule meal periods
23 even though they are aware that employees are entitled to such meal periods. As a result of this
24 company-wide understaffing of its facilities and failure to schedule meal periods, Plaintiff was not
25 always authorized and permitted to take uninterrupted 30-minute meal periods during shifts to which
26 he was entitled to receive a meal period. For example, Plaintiff regularly worked through meal periods
27 and had meal periods interrupted by supervisors and by work to meet expected targets.

28 44. At all relevant times, Defendants had no policy for scheduling second meal periods and

1 no practice of permitting Plaintiff to take second 30-minute meal periods. As a result, on days that
2 Plaintiff worked in excess of ten (10) hours, he was not provided with second 30-minute meal periods.

3 45. Defendants knew or should have known that, as a result of their policies and practices,
4 Plaintiff was performing some of his assigned duties off-the-clock, and/or during unpaid meal
5 periods, and was suffered, or permitted to, perform work for which he was not paid. Because Plaintiff
6 worked shifts in excess of eight (8) hours a day or more and forty (40) hours a week or more, much
7 of this off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff was not paid
8 overtime wages for all of the overtime hours he actually worked. To the extent Plaintiff worked shifts
9 in excess of twelve (12) hours a day, or in excess of eight (8) hours on the seventh consecutive day
10 of a work in a workweek, Plaintiff was not paid double time wages for all overtime hours he actually
11 worked.

12 46. Defendants' failure to pay Plaintiff the balance of overtime compensation, as required
13 by California law, violates the provisions of Labor Code section 510 and 1198. Pursuant to California
14 Labor Code section 1194, Plaintiff is entitled to recover their unpaid overtime compensation, as well
15 as interest, costs, and attorneys' fees.

16 47. Labor Code section 558(a) requires that any person acting on behalf of an employer
17 who violates, or causes to be violated, overtime rules to pay a civil penalty in the amount of fifty
18 dollars (\$50) for each underpaid employee, for each pay period in which the employee was underpaid,
19 in addition to an amount sufficient to recover underpaid wages. Also, Labor Code section 558(a) for
20 each subsequent violation, the person acting on behalf of an employer is liable in the amount of one
21 hundred dollars (\$100) for each underpaid employee, for each pay period for which the employee was
22 underpaid, in addition to an amount sufficient to recover the underpaid wages

23 48. In addition to the above withheld overtime wages, Plaintiff is entitled to civil penalties
24 in this amount stated above based upon Defendants' underpayment of overtime wages. Defendant
25 violated Labor Code section 558 on each of the past pay periods within the one-year preceding the
26 filing of this complaint, the first of which Defendant are penalized fifty dollars (\$50), and the
27 remainder of which Defendant are penalized one hundred dollars (\$100) each, for a total due in Labor
28 Code section 558 penalties in an amount to be proven at trial.

FOURTH CAUSE OF ACTION
FAILURE TO FURNISH ACCURATE WAGE STATEMENTS
IN VIOLATION OF LABOR CODE §§ 226, 1174, & 1198
(AGAINST ALL DEFENDANTS)

49. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

50. Pursuant to Labor Code sections 226 and 1174, employers have a duty to provide their non-exempt employees with accurate itemized statements showing total hours worked, hourly wages, gross wages, total deductions net wages earned and name of the employer. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or fifty dollars (\$50) in civil penalties for the initial pay period in which a violation occurred, and one hundred dollars (\$100) per employee for each subsequent pay period, up to a statutory maximum of four thousand dollars (\$4,000).

51. At all relevant times, Defendants have knowingly and intentionally furnished their employees with uniform, incomplete, and inaccurate wage statements.

52. Because Defendants failed to document and deducted time worked from Plaintiff's wage statements and employment records for meal periods he did not actually receive, Defendants unlawfully deducted wages earned and meal period premiums that should have been paid. Thus, Defendants did not furnish wage statements to Plaintiff containing the correct amount of gross wages earned in violation of Labor Code section 226(a)(1), accurate total hours worked in violation of Labor Code section 226(a)(2), correct amount of net wages earned in violation of Labor Code section 226(a)(5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code section 226(a)(9).

53. To the extent that Defendants paid any meal break premium and/or rest break premium payments, Defendants failed to identify such payments on Plaintiff's wage statements and employment records, and Defendants otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period or the specific dates worked giving rise to the premium payments owed, or to determine whether such premium

1 payments adequately and/or accurately compensated Plaintiff for any and all premiums owed.

2 54. Pursuant to the applicable Industrial Welfare Commission Wage Order, employers are
3 required to keep accurate time records showing when the employee begins and ends each work period
4 and meal period, as well as the total daily hours worked, total wages paid each payroll period, total
5 hours worked in the payroll period and applicable rates of pay.

6 55. California Labor Code section 1174(d) provides that “every person employing labor in
7 this state shall . . . keep a record showing the names and addresses of all employees employed and the
8 ages of all minors” and “keep, at a central location in the state or at the plants or establishments at
9 which employees are employed, payroll records showing the hours worked daily by and the wages
10 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
11 employed at the respective plants or establishments. . . .”

12 56. At all relevant times, Defendants willfully failed to keep records of meal period start
13 and stop times, shift start and stop times, total hours worked in the payroll period and applicable hourly
14 rates of pay for Plaintiff as a result of failing to record the off-the-clock hours they worked during their
15 unpaid meal and rest periods in violation of Labor Code sections 1198 and 1174(d).

16 57. Pursuant to Labor Code section 558.1, any employer, or other person acting on behalf
17 of an employer, who violates, or causes to be violated, Labor Code section 226 may be held liable as
18 the employer for such violation. The term ‘other person acting on behalf of an employer’ is limited to
19 a natural person who is an owner, director, officer, or managing agent of the employer.

20 58. Plaintiff is entitled to recover from Defendants the greater of his actual damages caused
21 by Defendants’ failure to comply with California Labor Code section 226(a), or an aggregate penalty
22 not exceeding four thousand dollars (\$4,000), as well as attorneys’ fees and costs.

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO TIMELY PAY WAGES**

25 **IN VIOLATION OF LABOR CODE § 204**

26 59. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
27 though fully set forth herein.

28 60. “All wages . . . earned by any person in any employment are due and payable twice

1 during each calendar month, on days designated in advance by the employer as the regular paydays .
2 . . (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly,
3 biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following
4 the close of the payroll period.” LAB. CODE § 204.

5 61. “In addition to, and entirely independent and apart from, any other penalty provided in
6 this article, every person who fails to pay the wages of each employee as provided in Sections . . . 204
7 . . . shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100)
8 for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional
9 violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the
10 amount unlawfully withheld.” LAB. CODE § 210.

11 62. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff
12 by the seventh calendar day following the close of the payroll period. Indeed, as discussed above,
13 Plaintiff is owed wages for unpaid minimum wage, meal periods, and unreimbursed business
14 expenses. At no time during his employment were these outstanding sums ever paid to him. Instead,
15 these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid
16 all wages earned by the seventh calendar day following the close of each pay period.

17 63. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff
18 is entitled to penalties under Labor Code section 210 in an amount subject to proof at trial.

19 **SIXTH CAUSE OF ACTION**

20 **WILLFUL FAILURE TO PAY WAGES**

21 **IN VIOLATION OF LABOR CODE §§ 201-203**

22 64. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
23 though fully set forth herein.

24 65. “If an employer discharges an employee, the wages earned and unpaid at the time of
25 discharge are due and payable immediately.” LAB. CODE § 201.

26 66. “If an employee not having a written contract for a definite period quits his or her
27 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
28 the employee has given 72 hours previous notice of his or her intention to quit, in which case the

1 employee is entitled to his or her wages at the time of quitting.” LAB. CODE § 202.

2 67. “If an employer willfully fails to pay any wages of an employee who is discharged or
3 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
4 rate until paid or until an action therefor is commenced.” LAB. CODE § 203.

5 68. Plaintiff was not exempt from the requirements of Labor Code sections 201-203.

6 69. At no time since Plaintiff's separation of employment did Defendants pay them wait-
7 time penalties as required by Labor Code section 203.

8 70. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
9 upon his separation of employment, Plaintiff incurred wait-time penalties in an amount equal to his
10 daily rate of pay over the period that the wages were not paid, in an amount subject to proof at trial.

11 **SEVENTH CAUSE OF ACTION**

12 **CIVIL PENALTIES IN VIOLATION OF**

13 **LABOR CODE §§ 2698, *ET SEQ.***

14 **(AGAINST ALL DEFENDANTS)**

15 71. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
16 though fully set forth herein.

17 72. Under Labor Code §§ 2698, *et seq.*, Plaintiff, as an aggrieved employee, may bring an
18 action against Defendants, on behalf of himself and other current and former employees, seeking civil
19 penalties for Defendants' violations of the California Labor Code.

20 73. Plaintiff is an aggrieved employee within the meaning of Labor Code §§ 2698, *et seq.*
21 by virtue of the numerous Labor Code violations he was subjected to as plead herein, including Labor
22 Code sections 201 – 203, 204, 210, 226, 1174, 1182.12, 1182, 1194, 1194.2, 1197, 1197.1, 1198, and
23 2802.

24 74. Defendants also subjected the aggrieved employees, on whose behalf Plaintiff brings
25 this enforcement action, to all of the Labor Code violations plead herein, including Labor Code
26 sections 201 – 203, 204, 210, 226, 1174, 1182.12, 1182, 1194, 1194.2, 1197, 1197.1, 1198, and 2802.

27 75. On November 21, 2024, Plaintiff provided written notice by online filing with the
28 Labor & Workforce Development Agency, and thereafter, on November 25, 2024, provided the same

1 written notice by certified mail to Defendants of the specific provisions of the Labor Code alleged to
2 have been violation, including the facts and theories to support the alleged violation, as required by
3 Labor Code section 2699.3(a)(1)(A).

4 76. As of the filing of this Complaint, Plaintiff has received no notice from the LWDA of
5 its intent to pursue an action against Defendants.

6 77. As a direct and proximate result of Defendants' violations of the California Labor Code
7 as set forth herein, Plaintiff is entitled to civil penalties of one hundred dollars (\$100) for each
8 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each
9 aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code section
10 2699(f), for those Labor Code sections not expressly providing for a penalty, and civil penalties
11 provided by the specific Labor Code sections that do expressly provide for a penalty.

12 78. Plaintiff is also entitled to reasonable attorney's fees and costs, and twenty-five percent
13 (25%) of the recovered civil penalties.

14 **EIGHTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION IN VIOLATION OF**

16 **BUSINESS & PROFESSIONS CODE §§ 17200, *ET SEQ.***

17 **(AGAINST ALL DEFENDANTS)**

18 79. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
19 though fully set forth herein.

20 80. Defendants are a "person" as defined by the California Business & Professions Code
21 section 17201.

22 81. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
23 and harmful to Plaintiff and the general public. Plaintiff has suffered an injury in fact and has lost
24 money as a result of Defendants' unlawful business practices. Plaintiff seeks to enforce important
25 rights affecting the public interest within the meaning of the California Code of Civil Procedure section
26 1021.5.

27 82. A violation of the Business & Professions Code sections 17200, *et seq.* may be
28 predicated on the violation of any state or federal law.

83. Defendants' failure to obey the wage and hour laws plead herein, including violations of the Labor Code, Code of Regulations, and Industrial Welfare Commission Wage Orders, constitute unfair business practices in violation of the California Business & Professions Code §§ 17200, *et seq.*

84. As a result of their unfair business practices, Defendants have reaped unfair benefits and illegal profits at the expense of Plaintiff, the other aggrieved employees, and members of the public.

85. Pursuant to the California Business & Professions Code sections 17200, *et seq.*, Plaintiff is entitled to restitution of the wages withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this Complaint, a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and the other aggrieved employees, an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and/or other applicable laws, and an award of costs.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendant as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of \$35,000, exclusive of interest and costs.

2. That the Court adjudge, declare, and decree that the employment practices engaged in by Defendants as plead herein, including violations of the Labor Code, Code of Regulations, and Industrial Welfare Commission Wage Orders, constitute unfair business practices in violation of the California Business & Professions Code §§ 17200, *et seq.*;

3. That the Court adjudge, declare, and decree that Defendants violated

a. Labor Code section 2802 by willfully failing to reimburse business expenses incurred by Plaintiff;

b. Labor Code sections 510, 1182.12, 1194, 1197, 1197.1, and 1198, applicable Industrial Welfare Commission Wage Orders, and Codes of Regulation by willfully failing to pay minimum and overtime wages to Plaintiff;

c. Labor Code sections 226 and 1198, applicable Industrial Welfare Commission Wage Orders, and Codes of Regulation by willfully failing to furnish

compliant, accurate, and itemized wage statements to Plaintiff and for failure to keep accurate payroll records;

d. Labor Code section 204, applicable Industrial Welfare Commission Wage Orders, and Codes of Regulation by willfully failing to timely pay wages to Plaintiff;

e. Labor Code sections 201-203, applicable Industrial Welfare Commission Wage Orders, and Codes of Regulation by willfully failing to pay minimum and overtime wages and meal and rest premiums owed to Plaintiff either upon discharge or within 72 hours of his resignation;

4. For civil penalties pursuant to Labor Code sections 210; 226.3; 256; 558; 1174.5; 1197.1; and 2699(a), (f), and (g), for violations of all California Labor Code sections plead herein, including Labor Code sections 201 – 203, 204, 210, 226, 1174, 1182.12, 1182, 1194, 1194.2, 1197, 1197.1, 1198, and 2802;

5. For unreimbursed business expenses and for all actual, consequential, and incidental losses and damages, according to proof, and interest at the same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary expenditures or losses pursuant to Labor Code section 2802;

6. For restitution of unpaid wages to Plaintiff and prejudgment interest from the day such amounts were due and payable;

7. For liquidated damages pursuant to Labor Code section 1194.2 in an amount subject to proof, plus interest;

8. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of his rights pursuant to Labor Code sections 226(e)(1), 1194(a), 2802(c), and 2699(g)(1);

9. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law;

10. For consequential and incidental losses and damages according to proof;

11. For injunctive relief pursuant to Labor Code section 226(h);

12. For statutory penalties pursuant to Labor Code section 226(e);

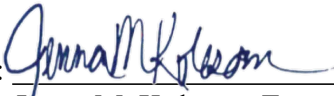
- 1 13. For wait time penalties pursuant to Labor Code section 203;
2 14. For pre- and post-judgment interest as provided by law; and
3 15. For such other and further relief as the Court deems just and appropriate.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiff hereby demands a trial by jury on all issues.

7 **PIMENTEL LAW, P.C.**

9 Dated: February 19, 2025

8 By: 
10 Jenna M. Koleson, Esq.
11 Attorney for Plaintiff