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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

GILBERTO MORALES, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

INTERIOR LOGIC GROUP HOLDINGS IV,
LLC; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 24CL024210C

[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime
Under Labor Code §§ 510, 1194, and
1199
2. Failure to Provide Meal Breaks Pursuant
to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant
to Labor Code §§ 226.7
4. Violation of Labor Code § 226(a)
5. Violation of Business & Professions Code
§ 17200
6. Penalties Pursuant to Labor Code §2699,
et seq.

1 Plaintiff GILBERTO MORALES, an individual, on behalf of himself, all others similarly
2 situated, and on behalf of the people of the State of California and as “aggrieved employees” under
3 Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
4 complains of Defendant INTERIOR LOGIC GROUP HOLDINGS IV, LLC (“Defendant”) and
5 each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382, on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as a non-
11 exempt employee by INTERIOR LOGIC GROUP HOLDINGS IV,
12 LLC, in the State of California who worked one or more pay periods
since four (4) years prior to the filing of this action to the present.
13 (“Proposed Class”)

14 2. From at least four (4) years prior to the filing of this action continuing to the present,
15 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
16 Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and
17 other Proposed Class Members were not properly compensated for all wages/overtime due at the
appropriate rate of pay.

18 a. As piece rate employees, when Plaintiff and the Proposed Class work
19 overtime, Defendant fails to pay them overtime wages due. Additionally, when Plaintiff and the
20 Proposed Class were paid by the “piece”, the piece rate pay was not blended into their regular rate
21 of pay for the purpose of calculating the overtime rate;

22 b. Plaintiff and the Proposed Class only earn compensation when they are
23 installing. As such, when Plaintiff and the Proposed Class take their rest periods (as required by
24 California law) they are not paid any compensation during these periods. As a result, they are
25 entitled to minimum wage for each and every rest period provided by Defendant.

26 3. From at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
28 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members

1 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
2 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
3 compensation for each workday that the meal period is not provided or provided after five (5)
4 hours, as required by California state wage and hour laws. Additionally, Defendant has had a
5 consistent policy of failing to pay meal period premiums in compliance with California law.

6 4. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
8 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
9 members within the State of California, including Plaintiff, *paid* rest periods of at least ten (10)
10 minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one
11 (1) hour of pay at the employee's regular rate of compensation for each workday that the *paid* rest
12 period was not provided, as required by California state wage and hour laws. Additionally,
13 Defendant has had a consistent policy of failing to pay rest period premiums in violation of Labor
14 Code §§ 226.7 and 512.

15 5. For at least one (1) year prior to the filing of this action continuing to the present,
16 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 16-
17 2001 and Labor Code § 226(a) by failing to maintain time records showing all applicable hourly
18 rates in effect during the pay period, the number of piece-rate units earned and any applicable piece
19 rate if the employee is paid on a piece-rate, and the corresponding number of hours worked at each
20 hourly rate by the employee and failing to include the required information on the itemized wage
21 statements.

22 6. For at least three (3) years prior to the filing of this action continuing to the present,
23 Defendant has failed to pay all wages due at the time of termination or resignation to the Proposed
24 Class.

25 7. Plaintiff, on behalf of himself and all Proposed Class Members brings this action
26 pursuant to Labor Code §§ 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199; Wage Order 16-2001;
27 and California Code of Regulations, Title 8, Section 11160, seeking unpaid wages/overtime, meal
28 and rest period penalties, accurate itemized wage statements, other penalties, injunctive and other

equitable relief, and reasonable attorneys' fees and costs.

8. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199.

II.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

11. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of San Diego and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, *et seq.*

12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within San Diego County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of San Diego.

13. This case should be classified as complex according to Rule 3.400 of the California

Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

14. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

15. Plaintiff GILBERTO MORALES is a resident of California.

16. Plaintiff and all Proposed Class members, were regularly required to:

- a. Work without being paid for all hours worked at the appropriate rate;
- b. Work without being provided meal periods;
- c. Work without being provided paid rest periods;
- d. Work without being provided accurate itemized wage statements;

17. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

18. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code §2699(c).)

B. DEFENDANTS

19. Defendant INTERIOR LOGIC GROUP HOLDINGS IV, LLC is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 15822 Bernardo Center Drive Ste. 102, San Diego, CA 92127. Upon information and belief, Defendant employed Plaintiff and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

20. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to

1 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
2 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
3 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
4 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
5 capacities of the Defendants designated hereinafter as DOES when such identities become known.

6 21. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
9 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
10 employer and/or joint employer of Plaintiff and the Proposed Class members.

11 22. Furthermore, Defendants acted in all respects as the employers or joint employers
12 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
13 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
14 engaged, thereby creating a common law employment relationship, with the Proposed Class.
15 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

16 IV.

17 FACTUAL BACKGROUND

18 23. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
19 classified as non-exempt employees by Defendant. Upon information and belief, Defendant hires
20 non-exempt employees who are paid on a non-piece rate basis and those who work as piece rate
21 employees who are paid by the “piece.”

22 24. Upon information and belief, Plaintiff and the Proposed Class are covered by
23 California Industrial Welfare Commission Occupational Wage Order No. 16-2001 (Title 8 Cal.
24 Code of Regs. § 11160).

25 25. On a regular and consistent basis, Plaintiff and the Proposed Class members were
26 not paid at the proper rate of compensation for all hours worked. Plaintiff and Proposed Class
27 members were not properly compensated for overtime at the appropriate rate of pay because
28 Defendant failed to compensate them at the appropriate overtime rate when they worked over eight

1 hours in one day or forty hours in one week.

2 a. As piece rate employees, when Plaintiff and the Proposed Class work overtime,
3 Defendant fails to pay overtime. Plaintiff and the Proposed Class members are
4 not properly compensated for overtime as Defendants failed to pay all overtime
5 worked. Additionally, when Plaintiff and the Proposed Class were paid by the
6 “piece,” the piece rate pay was not blended into their regular rate of pay for the
7 purpose of calculating the overtime rate.

8 b. Plaintiff and the Proposed Class only earn compensation when they are
9 installing. As such, when Plaintiff and the Proposed Class take their rest periods
10 (as required by California law), they are not paid any compensation during these
11 periods at all. As a result, they are entitled to minimum wage for each and every
12 rest period provided by Defendant.

13 26. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
14 right to take compliant meal periods by way of a lawful policy. Plaintiff and all Proposed Class
15 Members have been forced by Defendant to work over five (5) hours in one day without being
16 provided a thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of
17 pay at the regular rate of compensation for each workday that a meal period was not provided or
18 provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial
19 Welfare Commission Wage Orders. Additionally, Defendant failed to inform Plaintiff and the
20 Proposed Class of their right to take meal periods by way of a lawful policy. Further, Defendant
21 has had a consistent policy of failing to pay meal period premiums in compliance with California
22 law.

23 27. Plaintiff and the Proposed Class have been required to work four hour increments
24 (or major fractions thereof) without being provided with a ten (10) minute rest period.
25 Additionally, Defendant failed to inform Plaintiff and the Proposed Class of their right to take rest
26 periods by way of a lawful policy. Defendant has had a consistent policy of failing to pay rest
27 period premiums in violation of Labor Code §§ 226.7 and 512.

28 28. On a regular and consistent basis, Plaintiff and the Proposed Class Members were

1 not paid for all wages or paid at the correct rate of pay. As piece rate employees, Plaintiff and the
2 Proposed Class only earn compensation when they are installing. As such, when Plaintiff and the
3 Proposed Class take their rest periods (as required by California law) they are not paid any
4 compensation during these periods. As a result, they are entitled to minimum wage for each and
5 every rest period provided by Defendant.

6 29. Defendant has failed to comply with Industrial Welfare Commission ("IWC")
7 Wage Order 16-2001(7) and Labor Code § 226(a) by failing to issue accurate itemized wage
8 statements reporting all applicable hourly rates in effect during the pay period, the number of piece-
9 rate units earned and any applicable piece rate if the employee is paid on a piece-rate, and the
10 corresponding number of hours worked at each hourly rate by the employee and failing to include
11 the required information on the itemized wage statements.

12 30. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

13 **V.**

14 **CLASS ACTION ALLEGATIONS**

15 31. Plaintiff brings this action on behalf of himself, and all others similarly situated as
16 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
17 proposed class composed of and defined as follows:

18 All persons who are employed or have been employed as a non-
19 exempt employee by INTERIOR LOGIC GROUP HOLDINGS IV,
20 LLC, in the State of California who worked one or more pay periods
21 since four (4) years prior to the filing of this action to the present.
22 ("Proposed Class")

23 32. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
24 amend or modify the class description with greater specificity, by division into subclasses, or by
25 limitation to particular issues.

26 33. This action has been brought and may properly be maintained as a class action
27 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
28 community of interest in the litigation and the Proposed Classes are easily ascertainable.

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1 **A. NUMEROSITY**

2 34. The potential members of the Proposed Class as defined are so numerous that
3 joinder of all the members of the Proposed Class is impracticable. While the precise number of
4 Proposed Class members has not been determined at this time, Plaintiff is informed and believes
5 that Defendant currently employ, and during the relevant time periods employed over 50 members
6 of the Proposed Class.

7 35. Plaintiff alleges that Defendant's employment records would provide information
8 as to the number and location of all Proposed Class members. Joinder of all members of the
9 Proposed Class is not practicable.

10 **B. COMMONALITY**

11 36. There are questions of law and fact common to the Proposed Class that predominate
12 over any questions affecting only individual Proposed Class members. These common questions
13 of law and fact include, without limitation:

14 a. Whether Defendant failed to pay wages and/or overtime compensation as
15 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

16 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 16-
17 2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
18 of their right to take meal periods and by failing to provide required meal periods throughout the
19 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
20 periods;

21 c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 16
22 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class
23 of their right to take rest periods and failing to provide required paid rest periods throughout the
24 term of employment and failing to compensate said employees one (1) hours wages in lieu of rest
25 periods;

26 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 16-
27 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11160 by failing
28 to provide accurate itemized wage statements that accurately report the total hours worked and the

1 applicable rates, and the number of piece-rate units earned and any applicable piece rate if the
2 employee is paid on a piece-rate, for Plaintiff and the members of the Proposed Class;

3 e. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
4 Code by engaging in the acts previously alleged; and

5 f. Whether Plaintiff and the members of the Proposed Class are entitled to
6 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

7 g. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
8 acts alleged herein.

9 **C. TYPICALITY**

10 37. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
11 all members of the Proposed Class sustained injuries and damages arising out of and caused by
12 Defendant's common course of conduct in violation of laws, regulations that have the force and
13 effect of law, and statutes as alleged herein.

14 **D. ADEQUACY OF REPRESENTATION**

15 38. Plaintiff will fairly and adequately represent and protect the interests of the
16 members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are
17 competent and experienced in litigating large employment class actions.

18 **E. SUPERIORITY OF CLASS ACTION**

19 39. A class action is superior to other available means for the fair and efficient
20 adjudication of this controversy. Individual joinder of all Proposed Class members is not
21 practicable, and questions of law and fact common to the Proposed Class predominate over any
22 questions affecting only individual members of the Proposed Class. Each member of the Proposed
23 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
24 practice of failing to pay all wages due, failing to provide meal and rest periods, and failing to
25 provide accurate itemized wage statements.

26 40. Class action treatment will allow those similarly situated persons to litigate their
27 claims in the manner that is most efficient and economical for the parties and the judicial system.
28 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this

1 action that would preclude its maintenance as a class action.

2 **VI.**

3 **FIRST CAUSE OF ACTION**

4 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

5 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

6 **LABOR CODE §§ 510, 1194, AND 1199**

7 41. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
8 by reference all previous paragraphs.

9 42. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
10 employees at the rate of no less than one and one-half times the regular rate of pay for any work
11 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.
12 California Law also requires that any compensation, including a piece rate pay, must be included
13 in the regular rate of pay.

14 43. Plaintiff and the Proposed Class were forced to work on a regular and consistent
15 basis without receiving compensation for all hours worked at the proper rate.

16 44. Specifically, Plaintiff and the Proposed Class were not paid at the proper overtime
17 rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

18 45. Additionally, when Plaintiff and the Proposed Class were paid by the “piece”, the
19 piece rate pay was not blended into their regular rate of pay for the purpose of calculating the
20 overtime rate;

21 46. As piece rate employees, Plaintiff and the Proposed Class only earn compensation
22 when they are installing. As such, when Plaintiff and the Proposed Class take their rest periods
23 (as required by California law) they are not paid any compensation during these periods. As a
24 result, they are entitled to minimum wage for each and every rest period provided by Defendant

25 47. By their policy of requiring Plaintiff and members of the Proposed Class to work
26 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
27 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully
28 violated the provisions of Labor Code §§ 510, 1194 and 1199.

48. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class members have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO

LABOR CODE § 226.7 AND LABOR CODE § 512

49. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

50. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

51. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours. Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

52. Here, Defendant failed to apprise Plaintiff and the Proposed Class of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Proposed Class compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Plaintiff and the Proposed Class members rarely received meal breaks, and only received breaks when traveling to and from a job

1 site back to Defendant's yard. Additionally, Defendant has had a consistent policy of adding a
2 meal break on Plaintiff and the Proposed Class member's time sheets, even if Plaintiff and the
3 Proposed Class members did not take a meal break.

4 53. Defendant has had a consistent policy of failing to pay Plaintiff and the Proposed
5 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all
6 required meal periods were not provided, as required by California state wage and hour laws. On
7 July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth
8 the formula for calculating the one extra hour of bonus pay that employees are owed if an employer
9 fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus
10 payments must include the hourly value of any nondiscretionary earnings (such as a
11 nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base
12 hourly rate. Defendant has had a consistent policy of failing to pay meal period premiums in
13 compliance with California law.

14 54. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in
15 an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at
16 trial.

17 VIII.

18 THIRD CAUSE OF ACTION

19 PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

20 FAILURE TO ALLOW REST PERIODS PURSUANT TO

21 LABOR CODE § 226.7

22 55. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates
23 by reference all previous paragraphs.

24 56. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
25 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
26 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant
27 failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

28 57. Plaintiff and the Class consistently worked shifts with no rest breaks, and Defendant

1 failed to maintain an accurate policy advising Plaintiff and the Class of these rest breaks and failed
2 to provide Plaintiff and the Class with rest breaks of not less than ten (10) minutes as required by
3 the Labor Code during the relevant time period.

4 58. As piece rate employees, Plaintiff and the Proposed Class only earn compensation
5 when they are installing. As a result of Defendant's common policy of paying Plaintiff and the
6 Proposed Class by the "piece," Plaintiff and the Proposed Class were not compensated for their
7 rest periods.

8 59. In addition, Plaintiff and the Proposed Class were not compensated with one (1)
9 hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As
10 discussed above, *Ferra* requires the rest period premium payments must include the hourly value
11 of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid
12 at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay rest
13 premiums in violation of Labor Code § 226.7.

14 60. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
15 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven
16 at trial.

17 **IX.**

18 **FOURTH CAUSE OF ACTION**

19 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

20 **VIOLATION OF LABOR CODE § 226(A)**

21 61. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
22 by reference all previous paragraphs.

23 62. California Labor Code § 226(a) requires employers to issue wage statements that
24 accurately report total hours worked, show the number of piece-rate units earned, and accurately
25 report appropriate rates of pay and the corresponding number of hours worked at each hourly rate.
26 (Labor Code §§ 226(a)(2), (3), and (9).)

27 63. As a result of Defendant's failure to pay wages as described above, Defendant has
28 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage

1 statements for Plaintiff and the Proposed Class.

2 64. IWC Wage Orders 16-2001(7), 16-2000(7), 16-1998(7) require defendants to
3 maintain time records showing, among others, when the employee begins and ends each work
4 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
5 statements, and must show all deductions from payment of wages, the number of piece-rate units
6 earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report
7 total hours worked by Plaintiff and the members of the Proposed Class. Defendant failed to keep
8 accurate records of the total daily hours worked.

9 65. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
10 time of each payment of wages, furnish each of his or her employees, an accurate itemized
11 statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed
12 Class are issued wage statements that do not include the total hours worked by the employee.

13 66. Labor Code § 226(a)(3) requires that every employer shall semimonthly or at the
14 time of each payment of wages, furnish each of his or her employees, an accurate itemized
15 statement in writing showing the number of piece-rate units earned and any applicable piece rate
16 if the employee is paid on a piece-rate basis. Plaintiff and the Proposed Class are issued wage
17 statements that do not show the number of piece-rate units earned and any applicable piece rate if
18 the employee is paid on a piece-rate basis.

19 67. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
20 time of each payment of wages, furnish each of his or her employees, an accurate itemized
21 statement in writing showing all applicable hourly rates in effect during the pay period and the
22 corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the
23 Proposed Class are issued wage statements that do not include all applicable hourly rates in effect
24 during the pay period and the corresponding number of hours worked at each hourly rate by the
25 employee.

26 68. Defendants' failure to provide accurate itemized wages statements according to
27 Labor Code § 226(a) was all done on a regular and consistent basis.

28 69. An employee suffering injury as a result of a knowing and intentional failure by an

1 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
2 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
3 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
4 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
5 reasonable attorneys' fees.

6 **X.**

7 **FIFTH CAUSE OF ACTION**

8 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS FOR**
9 **WAITING TIME PENALTIES PURSUANT TO LABOR CODE § 203**

10 70. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
11 by reference all previous paragraphs.

12 71. Numerous members of the Proposed Class, not including the Plaintiff are no longer
13 employed by Defendant. They were either fired or quit Defendant's employ.

14 72. Defendant's failure to pay wages, as alleged above was willful in that Defendant
15 knew wages to be due but failed to pay them, thus entitling the Proposed Class to penalties under
16 Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid
17 for a period of up to thirty (30) days from the time they were due.

18 73. Defendant has failed to pay numerous members of the Proposed Class a sum certain
19 at the time of termination or within seventy-two (72) hours of their resignation, and have failed to
20 pay those sums for thirty (30) days thereafter. (See *Huff v. Securitas Security Services USA, Inc.*
21 (2018) 23 Cal.App.5th 745, 754, reh'g denied (June 13, 2018), review denied (Aug. 8, 2018),
22 allowing named Plaintiff to pursue penalties for violations that he may not have personally
23 suffered.

24 74. Pursuant to the provisions of Labor Code § 203, the Proposed Class is entitled to a
25 penalty in the amount of Plaintiff's and the Proposed Class Members' daily wage multiplied by
26 thirty (30) days.

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1 **XI.**

2 **SIXTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

5 75. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
6 by reference all previous paragraphs.

7 76. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
8 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
9 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
10 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
11 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public
12 interest within the meaning of Code of Civil Procedure § 1021.5.

13 77. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
14 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
15 appropriate equitable relief.

16 78. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
17 practices.

18 79. California’s wage and hour laws express fundamental public policies. Providing
19 employees with proper wages and compensation are fundamental public policies of this State and
20 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
21 vigorously minimum labor standards, to ensure that employees are not required or permitted to
22 work under substandard and unlawful conditions, and to protect law-abiding employers and their
23 employees from competitors who lower their costs by failing to comply with minimum labor
24 standards.

25 80. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 81. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200, *et seq.* of the Business & Professions Code.

5 82. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
7 § 17200, *et seq.* of the Business & Professions Code.

8 83. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
9 others similarly situated have been damaged in a sum as may be proven.

10 84. Unless restrained, Defendant will continue to engage in the unlawful conduct as
11 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
12 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
13 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
14 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
15 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
16 proposed Class the money Defendant has unlawfully failed to pay.

17 **XII.**

18 **SEVENTH CAUSE OF ACTION**

19 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS FOR** 20 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

21 85. Plaintiff, on behalf of himself and the Proposed Class, reallege and incorporate by
22 reference all previous paragraphs.

23 86. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
24 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
25 §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199; IWC Wage Order 16-2001;
26 and California Code of Regulations, Title 8, Section 11160, which call for civil penalties.

27 87. Plaintiff brings this representative action on behalf of themselves and the State of
28 California as well as a group of aggrieved employees defined as: "All persons who are employed

1 or have been employed as a non-exempt employee by Interior Logic Group Holdings IV, LLC, in
2 the State of California who worked one or more pay periods since one (1) year prior to the date of
3 this letter and continuing to the present”. (“aggrieved employees”).

4 88. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §
5 2699, *et seq.* because of Defendant’s violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
6 512, 1194, 1194.2, and 1199, which call for civil penalties.

7 89. For each such penalty, Plaintiff and the aggrieved employees are entitled to penalties
8 in an amount to be shown at trial, subject to the following formula:

9 a. \$100 for the initial violation per employee per pay period.

10 b. \$200 for each subsequent violation per employee per pay period.

11 90. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
12 twenty-five percent (25%) to the affected employees.

13 91. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
14 LWDA¹ and mailed a letter by certified mail to Defendant’s entity address at 15822 Bernardo
15 Center Drive Ste. 102 San Diego, CA 92127, as proscribed by the Code on November 20, 2024,
16 describing Defendant’s conduct in violation of Labor Code §§ 226(a), 226.7, 510, 512, 1194,
17 1194.2, and 1199, (*see* Exhibit “1”). Plaintiff also obtained an e-filing confirmation from the
18 LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally, Plaintiff received a signed
19 green return receipt from Defendant, indicating that it received Plaintiff’s letter. (*see* Exhibit “3”).

20 92. As no letter evidencing the LWDA’s intention to investigate was received by
21 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
22 action as though the LWDA had not chosen to investigate pursuant to Labor Code
23 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
24 Amended Class and Representative Action Complaint immediately.

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28 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class member from at least four (4) years prior to the filing of this action to the present as may be proven;
2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' hourly wage for each rest period and/or meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;
3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);
4. An award of prejudgment and post judgment interest;
5. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, pursuant to Labor Code §§ 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC 16-2001;
6. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;
7. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy the inaccurate itemized wage statements issued to Plaintiff and the Class.
8. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to remedy the unfair, unlawful and fraudulent activity alleged above.
9. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC 16-2001;
10. An award providing for payment of costs of suit;
11. An award of attorneys' fees; and
12. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: January 27, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: 

Kelsey M. Szamet
Attorneys for Plaintiff and the proposed class