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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
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By: Sabrina Jamison, DEPUTY

Attorneys for Plaintiff JAMES DANIEL DEFOE,
individually and on behalf of all others similarly situated

IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JAMES DANIEL DEFOE, individually and on
behalf of all others similarly situated,

Case No. CIVRS2502418

COMPLAINT

Plaintiff(s),
v.
ALAMON, INC; and DOES 1 through 100,
Defendant(s).

1. **Failure to Provide Compliant Meal Breaks**
2. **Failure to Provide Complaint Rest Breaks**
3. **Failure to Reimburse Work-Related Expenses**
4. **Wage Statement Violation**
5. **Waiting Time Penalties**
6. **Violation of Unfair Competition**
7. **Private Attorneys General Act**

RELEVANT PARTIES

1. Plaintiff James Daniel Defoe (“Plaintiff”) is an adult resident of Placer County, California, and was at all times relevant residing in Placer County, California.

2. Defendant Alamon, Inc (“Defendant”) is a Montana Corporation with its principal place of business located in Kalispell, Montana. Defendant is registered to and does conduct business in the State of California and is subject to the laws of the State of California. All acts and omissions of Defendant employees as alleged herein occurred while they were acting within the course and scope of their employment.

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1 3. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES 1
2 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
3 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
4 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
5 informed and believes, and based on such information and belief alleges, that each of the fictitiously
6 named Doe Defendants has participated in some way in the wrongful acts and omissions alleged
7 below, and is liable to Plaintiff for damages and other relief to which Plaintiff is entitled. Defendant
8 and Doe Defendants are collectively referred to as “Defendants”.

9 **JURISDICTION AND VENUE**

10 4. This action is properly filed in San Bernardino County because the acts and omissions that
11 give rise to Plaintiff’s claims took place in San Bernardino County, and Defendants transact
12 substantial business in this County.

13 5. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
14 alleged herein occurred in San Bernardino County, California and Plaintiff suffered damages from
15 such conduct within San Bernardino County, California.

16 **FACTUAL ALLEGATIONS**

17 6. At all times relevant, Plaintiff was Defendants’ employee.

18 7. Plaintiff was employed by Defendants from April 2022 to August 2024.

19 8. Defendants failed to provide Plaintiff with compliant meal breaks because Defendants
20 discouraged taking compliant meal breaks. Despite not being provided with compliant meal breaks,
21 Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of pay.

22 9. Defendant failed to provide Plaintiff with compliant rest breaks because rest breaks were
23 regularly missed or short to meet scheduled jobs. Despite not being provided with compliant rest
24 breaks, Defendant did not pay premium pay for these missed breaks at Plaintiff’s regular rate of
25 pay.

26 10. Defendants failed to reimburse Plaintiff for all work-related expenses because Plaintiff was
27 required to purchase tools and equipment in order to perform their work duties, but Defendants did
28 not reimburse Plaintiff for these expenses. Further, tools purchased were stolen at work.

1 11. Defendants failed to provide Plaintiff with accurate wage statements because the wage
2 statements issued to Plaintiff did not accurately list total wages owed and hours worked, among
3 other things.

4 12. Due to Defendants' failure to pay all wages due to Plaintiff during their employment, it
5 follows that Defendant failed to pay all wages due at the conclusion of Plaintiff's employment as
6 well. Therefore, Defendants are liable to Plaintiff for waiting time penalties.

7 **PAGA ALLEGATIONS**

8 13. Pursuant to Labor Code section 2699(a), any provision of the Labor Code which provides
9 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
10 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an aggrieved employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures outlined in Labor Code section 2699.3.

13 14. Pursuant to Labor Code section 2699.3, an aggrieved employee may pursue a civil action
14 under PAGA after the following requirement have been met:

15 15. The aggrieved employee has provided written notice by online filing to the LWDA and by
16 certified mail to the employer (hereinafter "Employee's Notice") of the specific provisions of the
17 Labor Code alleged to have been violated, including the facts and theories to support the alleged
18 violations; and

19 16. The LWDA has provided notice (hereinafter "LWDA's Notice") to the employer and the
20 aggrieved employee by certified mail that it does not intend to investigate the aggrieved employee's
21 claims. Upon receipt of the LWDA's Notice, or if the LWDA does not provide such Notice within
22 65 calendar days of the postmark date of the Employee's Notice, the aggrieved employee may
23 commence a civil action pursuant to Labor Code section 2699 to recover civil penalties in addition
24 to any other penalties to which the employee may be entitled.

25 17. On November 5, 2024, Plaintiff provided written notice by online filing to the LWDA and
26 by certified mail to Defendants of specific provisions of the Labor Code alleged to have been
27 violated by Defendants, including the facts and theories to support the alleged violations.

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1 18. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
2 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
3 PAGA Penalties on behalf of all Aggrieved Employees.

4 19. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
5 and former, who were employed by Defendants within one year prior to November 5, 2024, through
6 final disposition of this action.”

7 **FIRST CAUSE OF ACTION**

8 **Failure to Provide Compliant Meal Periods**

9 **By Plaintiff Against All Defendants**

10 20. Plaintiff incorporates by reference the paragraphs above.

11 21. Labor Code section 512 and the Wage Orders provide that “an employer shall not employ an
12 employee for a work period of more than five hours per day without providing the employee with a
13 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
14 without providing the employee with a second meal period of not less than 30 minutes”.

15 22. An employer provides compliant meal breaks to its employees “if it relieves its employees
16 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
17 take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th
18 1004, 1040 (2012)).

19 23. Not only must an employer affirmatively relieve its employees of all duty during their meal
20 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
21 (*Brinker*, supra).

22 24. Defendants failed to provide Plaintiff with compliant meal breaks as alleged herein.

23 25. For each day that Defendants failed to provide Plaintiff with a compliant meal break,
24 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
25 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
26 11 Cal. 5th 858 (2021)).

27 26. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a meal
28 break was missed.

1 27. Plaintiff is therefore entitled to recover premium pay for missed meal breaks, interest,
2 penalties, attorney fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Compliant Rest Periods**

5 **By Plaintiff Against All Defendants**

6 28. Plaintiff incorporates by reference the paragraphs above.

7 29. Labor Code section 226.7 and the Wage Orders requires employers to authorize and permit
8 its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
9 per four hours or major fraction thereof.

10 30. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
11 relinquish control over how employees spend their time.” (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.
12 5th 257, 269 (2016)).

13 31. Defendants failed to provide Plaintiff with compliant rest breaks as alleged herein.

14 32. For each day that Defendants failed to provide Plaintiff with a compliant rest break,
15 Defendants were required to remit premium pay pursuant to Labor Code section 226.7(c), which is
16 one additional hour of pay at Plaintiff’s regular rate of pay. (*Ferra v. Loews Hollywood Hotel, LLC*,
17 11 Cal. 5th 858 (2021)).

18 33. Defendants failed to pay premium pay at Plaintiff’s regular rate of pay for each day a rest
19 break was missed.

20 34. Plaintiff is therefore entitled to recover premium pay for missed rest breaks, interest,
21 penalties, attorney fees, and costs.

22 **THIRD CAUSE OF ACTION**

23 **Failure To Reimburse Work-Related Expenses**

24 **By Plaintiff Against All Defendants**

25 35. Plaintiff incorporates by reference the paragraphs above.

26 36. Pursuant to Labor Code section 2802, an employer shall indemnify his or her employee for
27 all necessary expenditures or losses incurred by the employee in direct consequence of the
28 employee's discharge of his or her duties.

37. Defendants failed to reimburse Plaintiff for all work-related expenses as alleged herein.

38. Plaintiff is therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

Wage Statement Penalties

By Plaintiff Against All Defendants

39. Plaintiff incorporates by reference the paragraphs above.

40. Labor Code section 226(a) requires employers to provide itemized wage statements to its employees that identify accurate information regarding their compensation. Defendants, as a matter of policy and practice, failed in its affirmative obligation to provide accurate itemized wage statements to Plaintiff in violation of Labor Code section 226(a).

41. As alleged herein, the wage statements that Defendants issued to Plaintiff were inaccurate and incomplete.

42. Defendants knowingly and intentionally issued wage statements that were inaccurate and incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to Plaintiff in that Plaintiff was unable to accurately verify and/or calculate their wages.

43. Plaintiff is therefore entitled to the recovery of wage statement penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

Waiting Time Penalties

By Plaintiff Against All Defendants

44. Plaintiff incorporates by reference the paragraphs above.

45. Labor Code sections 201 and 202 require that an employer provide an employee with all wages due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's resignation.

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1 46. Labor Code section 203 provides that if an employer willfully fails to pay wages owed in
2 accordance with Labor Code sections 201 or 202, then the wages of the employee continue as a
3 penalty from the due date at the same rate until paid or until an action is commenced, not to exceed
4 thirty days.

5 47. As alleged herein, Defendants willfully did not pay Plaintiff all wages owed at the
6 conclusion of employment.

7 48. Plaintiff is therefore entitled to the recovery of waiting time penalties, interest, attorney fees,
8 and costs.

9 **SIXTH CAUSE OF ACTION**

10 **Violation of Unfair Competition Law**

11 **By Plaintiff Against All Defendants**

12 49. Plaintiff incorporates by reference the paragraphs above.

13 50. Defendants' conduct described herein constitutes unfair competition.

14 51. Specifically, Defendants have gained an unfair advantage over other similarly situated
15 businesses by unlawfully reducing their overhead costs by not paying their employees what they are
16 owed.

17 52. Pursuant to Business and Professions Code 17203, Plaintiff is entitled to restitution of all
18 wrongfully withheld wages.

19 53. Plaintiff may recover attorney fees pursuant to Code of Civil Procedure section 1021.5.

20 **SEVENTH CAUSE OF ACTION**

21 **Private Attorneys General Act**

22 **By Plaintiff and the Aggrieved Employees Against All Defendants**

23 54. Plaintiff incorporates by reference the paragraphs above.

24 55. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
25 violation(s) of the Labor Code.

26 56. As alleged herein, Defendants' conduct violates numerous sections of the Labor Code.

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1 57. With respect to violations of Labor Code sections 226.7 and 558 for Defendants' failure to
2 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
3 lieu thereof, the penalties in Labor Code sections 558 and 2699 apply.

4 58. With respect to violations of Labor Code section 226.7 for Defendants' failure to provide
5 Plaintiff and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof,
6 the penalties in Labor Code section 2699 apply.

7 59. With respect to violations of Labor Code section 226(a) for failure to provide accurate wage
8 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code sections 226.3
9 and 2699 apply.

10 60. With respect to violations of Labor Code section 203 for failure to pay all wages due to
11 Plaintiff and the Aggrieved Employees and the conclusion of their employment, the penalties in
12 Labor Code section 2699 apply.

13 61. With respect to violations of Labor Code section 2802 for failure to reimburse Plaintiff and
14 the Aggrieved Employees for all work-related expenses, the penalties in Labor Code section 2699
15 apply.

16 62. Pursuant to Labor Code section 2699(k)(1), Plaintiff further seeks public injunctive relief in
17 the form of an Order enjoining Defendants from continuing to violate the California Labor Code in
18 the manner alleged herein.

19 63. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorney's fees pursuant
20 to Labor Code section 2699(g).

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

23 **First Cause of Action**

- 24 1. Damages and/or penalties pursuant to Labor Code section 226.7
25 2. Interest
26 3. Attorneys' fees
27 4. Costs
28 5. Other relief the court deems proper

1 Second Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code section 226.7
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Third Cause of Action

- 8 1. Reimbursement of all work-related expenses
9 2. Attorneys' fees
10 3. Costs
11 4. Other relief the court deems proper

12 Fourth Cause of Action

- 13 1. Penalties pursuant to Labor Code section 226
14 2. Attorneys' fees
15 3. Costs
16 4. Other relief the court deems proper

17 Fifth Cause of Action

- 18 1. Penalties pursuant to Labor Code section 203
19 2. Attorneys' fees
20 3. Costs
21 4. Other relief the court deems proper

22 Sixth Cause of Action

- 23 1. Restitution of all wrongfully withheld wages
24 2. Attorneys' fees
25 3. Costs
26 4. Other relief the court deems proper

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1 Seventh Cause of Action

- 2 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
- 3 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
- 4 violate the California Labor Code in the manner alleged herein
- 5 3. Attorneys' fees
- 6 4. Costs
- 7 5. Other relief the court deems proper
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10 DATED: April 8, 2025

FRONTIER LAW CENTER

11 /s/ Daniel Ginzburg

DANIEL GINZBURG

12 Attorney for Plaintiff

13 JAMES DANIEL DEFOE,

14 individually and on behalf of all

15 others similarly situated

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