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Superior Court of California,
County of Monterey
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By: Stephanie Mendez, Deputy

9 **SUPERIOR COURT OF CALIFORNIA**

10 **COUNTY OF MONTEREY**

11 FABRIZIO PAPPALARDO,

12 Plaintiff,

13 v.

14 COAST HORIZON VENTURES, LLC; IL
15 VECCHIO; KELLY SHATTO; STEFEN
16 SHATTO; and DOES 1 through 50, inclusive,

17 Defendants.

Case No. 25CV001869

**INDIVIDUAL AND REPRESENTATIVE
ACTION**

**COMPLAINT FOR DAMAGES, CIVIL
PENALTIES AND FOR INJUNCTIVE
RELIEF**

DEMAND FOR JURY

1 Plaintiff Fabrizio Pappalardo, complains and alleges as follows:

2 1. Plaintiff Fabrizio Pappalardo ("Plaintiff") is a competent adult who is, and at all
3 times mentioned in this complaint has been, a resident of Monterey County, California.
4 Plaintiff was employed by Defendants from approximately 2012, through approximately May
5 2024, pursuant to an unwritten contract, some of the terms of which were the product of an
6 oral agreement, with other terms implied from or incorporated from written materials and
7 policies maintained by Defendants and from the conduct of the parties. The terms of this
8 contract included working as a non-exempt employee, and at all times as an employee not
9 exempted from the California Labor Code. Plaintiff is, and at all relevant times was, an
10 individual as defined in Business and Professions Code §§ 17201 and 17204.

11 2. Defendant COAST HORIZON VENTURES, LLC ("COAST HORIZON") is,
12 and at all times mentioned in this complaint has been, a corporation incorporated under the
13 laws of the State of California and registered to do business in the State of California. Plaintiff
14 is informed and believes and thereon alleges that COAST HORIZON is authorized to and does
15 conduct business throughout the State of California, and has purposefully availed itself of the
16 privileges and benefits of doing business in the State of California.

17 3. Defendant IL VECCHIO ("IL VECCHIO") is, and at all times mentioned in this
18 complaint has been, an unknown entity doing business in the State of California. Plaintiffs are
19 informed and believe and thereon allege that IL VECCHIO is authorized to and does conduct
20 business throughout the State of California, has purposefully availed itself of the privileges
21 and benefits of doing business in the State of California.

22 4. Defendant KELLY SHATTO ("SHATTO ") is, and at all relevant times was, an
23 individual as defined in Business and Professions Code §§ 17201 and 17204. Plaintiffs are
24 informed and believe and thereon allege that SHATTO at all times has been the owner and
25 principal manager of COAST HORIZON and IL VECCHIO. On information and belief,
26 KELLY resides in Monterey County.

27 5. Defendant STEFEN SHATTO ("SHATTO ") is, and at all relevant times was, an
28 individual as defined in Business and Professions Code §§ 17201 and 17204. Plaintiffs are

1 informed and believe and thereon allege that SHATTO at all times has been the owner and
2 principal manager of COAST HORIZON and IL VECCHIO. On information and belief,
3 STEFEN resides in Monterey County.

4 6. Plaintiff is ignorant of the true names, identities, capacities and relationships of
5 the Defendants sued herein as DOES 1 through 50, inclusive, and therefore sues these
6 Defendants by such fictitious names. Plaintiff is informed and believes, and thereon alleges,
7 that each of these fictitiously named Defendants are responsible in some manner for the
8 occurrences herein alleged, and that Plaintiff's damages as herein alleged were proximately
9 caused by DOES 1 through 50. Plaintiff will amend this Complaint to allege the true names
10 and capacities of said DOE Defendants when such information is ascertained. Each reference
11 to "Defendants," and each reference to any particular Defendant herein, shall be construed to
12 refer to all Defendants, including, but not limited to, all of those fictitiously named herein as a
13 "DOE" Defendant, and each of them.

14 7. Plaintiff is informed and believes, and thereon alleges, that each of the
15 Defendants herein was at all times relevant to this action the agent, employee, representative,
16 partner, and/or joint venturer of the remaining Defendants, and each of them, and that each of
17 the Defendants herein was at all times acting within the course and scope of that relationship.
18 Plaintiff is further informed and believes, and thereon alleges, that each of the Defendants
19 herein consented to, ratified, and/or authorized the acts of each of the remaining Defendants
20 herein. The conduct of each of the Defendants was at all times herein in accordance with and
21 represents the official policy of Defendants. Additionally, at all times herein mentioned,
22 Defendants, and each of them, aided and abetted the acts and omissions of each and all of the
23 other Defendants, which proximately caused the damages herein alleged. Plaintiff is further
24 informed and believes, and thereon alleges, that all of the Defendants jointly employed the
25 Plaintiff herein and/or carried out a joint scheme, business plan and/or uniform policy, and the
26 acts and omissions of each Defendant are legally attributable to the other Defendants such that
27 they are deemed a single integrated enterprise and agents of one another so that all Defendants
28 are each jointly and severally liable for the acts and omissions hereinafter alleged.

1 8. Defendants COAST HORIZON, IL VECCHIO, KELLY SHATTO, and
2 STEFEN SHATTO and DOES 1 through 50 (collectively referred to herein as “Defendants”)
3 are, and at all times herein were, “persons” as defined in California Business and Professions
4 Code § 17201.

5 9. At all times herein, Defendants directly or indirectly, or through an agent or
6 representative, exercised control over the wages, hours and/or working conditions of the
7 Plaintiff, and directly or indirectly or through an agent or other person engaged, suffered, or
8 permitted Plaintiff to work.

9 **JURISDICTION AND VENUE**

10 10. This Court has jurisdiction over this action pursuant to Article VI, section 10 of
11 the California Constitution. Plaintiff brings this Complaint for violations of California law
12 occurring in this County, including without limitation violations of the California Labor Code,
13 Business and Professions Code, Civil Code and common law, and the amount in controversy
14 exceeds the minimum jurisdictional amount of the Superior Court. Based on information and
15 belief, Defendants have intentionally availed themselves of the benefits and privileges
16 available within this State, economic or otherwise, so as to render the exercise of jurisdiction
17 over them by the courts of the State of California consistent with traditional notations of fair
18 play and substantial justice. Accordingly, this Court has jurisdiction over the parties and
19 claims in this matter.

20 11. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
21 district because Defendants now, and all times relevant herein, reside and/or transact business
22 in this County. The conduct alleged herein and the damages resulting therefrom occurred in
23 this County, and at all times herein Defendants maintained their principal place of business in
24 the County of Monterey, California.

25 **ADMINISTRATIVE PROCEEDINGS**

26 12. Pursuant to California Labor Code § 2699.3, Plaintiff gave written notice on
27 November 5, 2024, by electronic filing with the Labor and Workforce Development Agency,
28 and by certified mail to Defendant IL VECCHIO of factual and legal basis for the labor law

1 violations alleged in this Complaint.

2 13. Pursuant to California Labor Code § 2699.3, Plaintiff seeks all applicable
3 penalties for violations which the Labor and Workforce Development Agency has failed or
4 elected not to investigate and/or failed or elected not to issue a citation. Plaintiff has
5 exhausted all administrative remedies required by the Labor and Workforce Development
6 Agency as a prerequisite to filing this action.

7 **WAGE AND HOUR ALLEGATIONS**

8 14. Defendants now, and at all times did, own, operate and control a company that
9 employs persons within the meaning of all applicable wage orders, including, but not limited
10 to, IWC Wage Order No. 5-2001 (California Code of Regulations, title 8, section 11040) (“the
11 Wage Order”).

12 15. At all times relevant herein, Plaintiff worked for Defendants without the
13 provision of being compensated for all hours worked, without being paid overtime premium
14 wages for all overtime hours worked, without being paid all wages on time, working without
15 meal or rest breaks as required by law, without being compensated for missed meal and break
16 breaks, without being paid the full payment of wages owed at the end of Plaintiff’s
17 employment, and without having been provided with complete and accurate wage statements
18 as required by law.

19 16. At all times relevant herein, Defendants maintained and enforced a uniform
20 policy of requiring Plaintiff to work shifts of five hours or more within a single workday
21 without providing a thirty (30) minute uninterrupted duty-free meal period within five (5)
22 hours of the beginning of Plaintiff’s shift. Defendants also failed to pay Plaintiff one hour of
23 pay at Plaintiff’s regular rate of compensation as required by California Labor Code § 226.7
24 and the Wage Order for each meal period that was not provided.

25 17. Likewise, at all times relevant herein, Defendants maintained and enforced a
26 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiff with
27 paid duty-free rest periods of at least ten (10) consecutive uninterrupted minutes during which
28 Plaintiff was relieved of all duties for every four (4) hours worked or major fraction thereof

1 and which were counted as hours worked for which there would be no deduction from wages,
2 and failed to compensate Plaintiff one (1) hour of wages at Plaintiff's regular rate of
3 compensation as required by California Labor Code § 226.7 and the Wage Order for each rest
4 period not provided.

5 18. At all times relevant herein, Defendants maintained and enforced a uniform
6 policy by which they regularly and consistently required Plaintiff to work more than eight (8)
7 hours in a single workday and more than forty (40) hours in a single workweek without paying
8 Plaintiff premium overtime wages for such overtime hours worked. As a result of this policy,
9 Plaintiff worked unpaid hours in excess of eight (8) in a day and forty (40) in a week.
10 Consequently, Defendants failed to pay Plaintiff overtime premium wages of one and one-half
11 times the employee's regular rate of pay for all hours worked over eight (8) hours in a single
12 workday and/or more than forty (40) hours in a single workweek, as required by California
13 Labor Code §§ 510 and 1194 and the Wage Order.

14 19. At all times relevant herein, Defendants maintained and enforced a uniform
15 policy by which they regularly and consistently failed to provide Plaintiff with complete and
16 accurate itemized wage statements stating the total hours worked, overtime hours worked,
17 gross wages earned, net wages earned, all applicable rates of pay and the corresponding
18 number of hours worked under each rate, all deductions, wages owed for missed rest and meal
19 periods, and accurate accounting for all wages paid to Plaintiff.

20 20. At all times relevant herein, Defendants maintained and enforced a uniform
21 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
22 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages
23 to Plaintiff.

24 21. At all times relevant herein, Defendants maintained and enforced a uniform
25 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
26 and 203 by failing to pay Plaintiff all owing and unpaid wages for work performed by Plaintiff
27 during Plaintiff's employment and at the end of Plaintiff's employment.

28 22. At all times relevant herein, Defendants maintained and enforced a uniform

1 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
2 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiff for all hours
3 worked, minimum wage for all hours worked, overtime premium wages for all overtime hours
4 worked, and compensation for missed meal and rest periods.

5 23. At all times relevant herein, Defendants maintained and enforced a uniform
6 policy by which they regularly and consistently violated California Labor Code § 2802 by
7 failing to reimburse Plaintiff for using his personal cell phone and vehicle for work-related
8 purposes. Additionally, the Individual Defendants employed Plaintiff to perform multiple
9 tasks, including purchasing food items for the Individual Defendant's personal consumption.
10 Plaintiff was not paid for work performing these tasks or reimbursed for using his personal
11 vehicle and personal cellphone without reimbursement.

12 24. Plaintiff is informed and believes, and thereon alleges, that at all times herein
13 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
14 and advisors knowledgeable about California labor and wage law, employment and personnel
15 practices, and about the requirements of California law. Plaintiff is informed and believes, and
16 thereon alleges, that at all relevant times, Defendants knew or should have known each of the
17 following:

18 a. That Plaintiff was entitled to receive an uninterrupted 30-minute meal
19 period before working more than five hours, and, if such meal periods were not provided to
20 Plaintiff, Plaintiff was entitled to the payment of one additional hour of pay at Plaintiff's
21 regular rate of pay, and that Plaintiff was not being provided such meal periods and was not
22 receiving one additional hour of pay at Plaintiff's regular rate of pay on occasions when such
23 meal periods were not so provided;

24 b. That Plaintiff was entitled to receive an uninterrupted 10-minute duty-
25 free rest period for every four hours or major fraction thereof worked, and, if such rest period
26 were not so provided, Defendants were required to pay Plaintiff one additional hour of pay at
27 Plaintiff's regular rate of pay, and that Defendants did not authorize, permit and provide such
28 rest periods and, on such occasions, did not provide Plaintiff with one additional hour of pay at

1 Plaintiff's regular rate of pay;

2 c. That Plaintiff was entitled to receive premium overtime wages for the
3 overtime hours Plaintiff worked and that Plaintiff was in fact not receiving premium overtime
4 wages for such overtime hours;

5 d. That Plaintiff was entitled to receive an agreed wage, and no less than
6 minimum wage, as compensation for any and all hours worked by Plaintiff and that, in
7 violation of the California Labor Code, Plaintiff was not in fact receiving either the agreed
8 wage or at least minimum wage for any and all hours worked;

9 e. That Plaintiff was entitled to receive compensation;

10 f. That Plaintiff was entitled to receive complete and accurate wage
11 statements in accordance with California law, and that, in violation of the California Labor
12 Code, Plaintiff was not provided complete and accurate wage statements;

13 g. That Defendants failed and refused to pay Plaintiff agreed wages;

14 h. That Defendants violated Labor Code § 2802 by failing to reimburse
15 Plaintiff for all business expenses;

16 i. That Plaintiff was entitled to timely payment of wages during his
17 employment, and that Plaintiff did not receive payment of all wages, including but not limited
18 to, meal and rest period premium wages, overtime wages, minimum wages and agreed hourly
19 wages within permissible time periods; and

20 j. That Plaintiff was entitled to timely payment of all owing and unpaid
21 wages upon termination of Plaintiff's employment, and that Plaintiff did not receive payment
22 of all wages, including but not limited to, overtime wages, minimum wages, meal and rest
23 period premium wages and agreed hourly wages within permissible time periods after
24 termination of his employment.

25 25. California Labor Code § 218 states that nothing in Article I of the Labor Code
26 shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to
27 him under this Article."
28

RETALIATION AND WRONGFUL TERMINATION ALLEGATIONS

26. During his employment with Defendant, Plaintiff complained and objected over the fact that Defendant would not allow him to take his legally mandated rest and meal periods and that Plaintiff was required to work overtime without compensation. Throughout Plaintiff's employment, Plaintiff was forced and required to work overtime and through rest and meal periods. Plaintiff objected and requested on multiple occasions that he be paid overtime wages for all hours worked and provided his legally mandated rest and meal periods.

27. In retaliation for Plaintiff's complaints and objection to having to work through legally mandated rest and meal periods, Plaintiff was wrongfully terminated from his employment with Defendants.

28. California law prohibits employers from terminating at-will employees for reasons that violate established public policy. (See, e.g., *Tameny v. Atl. Richfield Co.*, 27 Cal. 3d 167, 278 (1980); *Garcia v. Rockwell Int'l Corp.*, 187 Cal. App. 3d 1556, 1561 (1986) (holding that section 1102.5 articulates public policy against whistleblower retaliation) (disagreed with on other grounds by *Gantt v. Sentry Ins.*, 1 Cal. 4th 1083 (1992)).) Labor Code section 1102.5 further prohibits an employer from retaliating against an employee for reporting information that the employee reasonably believes violates or constitutes noncompliance with local, state, or federal statutes, regulations, or rules – “regardless of whether disclosing the information is part of the employee’s job duties.” (Cal. Lab. Code § 1102.5(a), (b), (d).

29. As an actual and proximate result of the illegal employment actions of Defendant, Plaintiff has suffered and continues to suffer depression, pain, humiliation, severe emotional distress, trauma, and sleeplessness. Plaintiff has also suffered lost wages, including without limitation, loss of salary and benefits. Plaintiff also has suffered a loss in earning capacity. Thus, Plaintiff has suffered economic and non-economic losses in an amount greater than this Court’s jurisdictional minimum of \$25,000. Plaintiff seeks lost wages and loss in earning capacity, as well as compensatory damages for pain and suffering, inconvenience, and mental anguish. Plaintiff also seeks punitive damages, interest, attorneys’ fees, and costs, as

1 permitted by law.

2 **FIRST CAUSE OF ACTION**
3 **Whistleblower Retaliation in Violation of California Labor Code Section 1102.5**
4 **(Plaintiff against Defendants)**

5 30. Plaintiff alleges and incorporates by reference all of the allegations contained in
6 the preceding paragraphs as though fully set forth herein.

7 31. At all relevant times herein, California Labor Code § 1102.5 was in full force
8 and effect and was binding on Defendant. Section 1102.5(b), in pertinent part, provides:

9 [a]n employer, or any person acting on behalf of the employer,
10 shall not retaliate against an employee for disclosing information,
11 or because the employer believes that the employee disclosed or
12 may disclose information, to a government or law enforcement
13 agency, to a person with authority over the employee or another
14 employee who has the authority to investigate, discover, or correct
15 the violation or noncompliance...if the employee has reasonable
16 cause to believe that the information discloses a violation of state
17 or federal statute, or a violation of or noncompliance with a local,
18 state, or federal rule or regulation, regardless of whether disclosing
19 the information is part of the employee's job duties.

20 32. As alleged herein, Plaintiff complained to Defendant about Defendant's failure
21 to pay Plaintiff for overtime hours worked, and failure to allow Plaintiff to take his legally
22 mandated rest and meal periods. Plaintiff had (and has) reasonable cause to believe that such
23 conduct violated local or state rules or regulations including, but not limited to, California
24 Labor Code §§ 226.7, 515, 1194 and California Business and Professions Code § 17200. In
25 response to Plaintiff's afore-referenced complaints, Defendant unlawfully retaliated against
26 Plaintiff and unlawfully terminated Plaintiff's employment as a result thereof.

27 33. As a direct and proximate result of Defendant's unlawful acts, practices, and
28 omissions, Plaintiff has suffered damages in an amount subject to proof at trial. Plaintiff
claims such amount as damages together with prejudgment interest thereon pursuant to
California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for
prejudgment interest.

34. As a direct and proximate result of Defendant's unlawful acts, practices, and
omissions, and inasmuch as Defendant is a corporation or limited liability company, Plaintiff
seeks civil penalties against Defendant pursuant to California Labor Code § 1102.5(e), which

1 provides in pertinent part: “[i]n addition to other penalties, an employer that is a corporation or
2 limited liability company is liable for a civil penalty not exceeding ten thousand dollars
3 (\$10,000) for each violation of this section.”

4 35. By engaging in the aforementioned unlawful acts, practices, omissions, and by
5 condoning and ratifying such acts by failing to properly investigate and adequately discipline
6 the perpetrators of these practices and omissions, Defendant intended to cause injury to
7 Plaintiff. Defendant intentional and injurious conduct toward Plaintiff was reckless, malicious,
8 and despicable, and was carried out with a conscious and willful disregard of the rights and
9 safety of others. Therefore, Plaintiff seeks an award of punitive damages, sufficient to punish
10 Defendant and to serve as an example to deter it from similar conduct in the future. Plaintiff
11 claims such amount as damages together with prejudgment interest thereon pursuant to
12 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for
13 prejudgment interest.

14 **SECOND CAUSE OF ACTION**
Wrongful Termination in Violation of Public Policy
(Plaintiff against Defendants)

15 36. Plaintiff alleges and incorporates by reference all of the allegations contained in
16 the preceding paragraphs as though fully set forth herein.

17 37. Defendants committed the acts alleged herein maliciously, fraudulently, and
18 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff, and in
19 conscious disregard of Plaintiff’s rights. As such, Plaintiff is entitled to an award of punitive
20 damages from the Defendants in an amount according to proof. The State of California
21 maintains well-established and fundamental public interests in deterring illegal, unethical or
22 unsafe practices in the workplace as reflected in California laws including, but not limited to,
23 laws prohibiting fraudulent business practices (see California Business and Professions Code
24 §§ 17200, et seq.), which were binding on Defendant.

25 38. As described herein, Defendant terminated Plaintiff because of Plaintiff’s
26 complaints, which Plaintiff reasonably believed constituted a violation of state statutes or
27 violations of or noncompliance with local or state rules or regulations including, but not
28

1 limited to, California laws requiring employers to pay their employees overtime wages (see
 2 California Labor Code §§ 515 and 1194), applicable wage order, and California laws
 3 prohibiting fraudulent business practices. (See California Business and Professions Code §§
 4 17200, et seq.)

5 39. As a direct and proximate result of Defendant's unlawful and improper acts,
 6 practices, and omissions, Plaintiff has suffered damages in an amount subject to proof at trial.
 7 Plaintiff claims such amount as damages together with prejudgment interest thereon pursuant
 8 to California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for
 9 prejudgment interest.

10 40. By engaging in the aforementioned unlawful and improper acts, practices,
 11 omissions, and by condoning and ratifying such acts by failing to properly investigate and
 12 adequately discipline the perpetrators of these practices and omissions, Defendant intended to
 13 cause injury to Plaintiff. Defendant's intentional and injurious conduct toward Plaintiff was
 14 reckless, malicious, and despicable, and was carried out with a conscious and willful disregard
 15 of the rights and safety of others. Therefore, Plaintiff seeks an award of punitive damages,
 16 sufficient to punish Defendant and to serve as an example to deter it from similar conduct in
 17 the future.

18 **THIRD CAUSE OF ACTION**
 19 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
(Labor Code §§ 226.7 and 1198; and the Wage Order)
(Plaintiff against Defendants)

20 41. Plaintiff alleges and incorporates by reference all of the allegations contained in
 21 the preceding paragraphs as though fully set forth herein.

22 42. California Labor Code § 226.7 provides that no employer shall require an
 23 employee to work during any meal period mandated by an applicable order of the Industrial
 24 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to
 25 provide an employee a meal period or rest period in accordance with an applicable order of the
 26 Industrial Welfare Commission, the employer shall pay the employee one additional hour of
 27 pay at the employee's regular rate of compensation for each workday that the meal or rest
 28 period is not provided.

1 43. At all times relevant to this action, the Wage Order and California Labor Code §
2 1198 provided that an employer may not require, cause or permit an employee to work for a
3 period of more than five (5) hours per day without providing the employee with an
4 uninterrupted meal period of not less than thirty (30) minutes, except that if the total work
5 period per day of the employee is not more than six (6) hours, the meal period may be waived
6 by mutual consent of both the employer and the employee.

7 44. At all times relevant herein, Defendants and/or their authorized supervisors
8 repeatedly failed to comply with the meal period requirements of the Labor Code and the
9 Wage Order by failing to provide Plaintiff with a thirty (30) minute uninterrupted duty-free
10 meal period within five (5) hours of the beginning of Plaintiff's shift, in violation of Labor
11 Code §§ 512, 226.7, and the Wage Order. Defendants also failed to compensate Plaintiff one
12 (1) hour of wages for any of the missed meal periods not provided by Defendants, as alleged
13 above, which failure also violated Labor Code §§512 and 226.7 and the Wage Order.

14 45. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff is
15 entitled to recover from Defendants one (1) additional hour of pay at Plaintiff's regular hourly
16 rate of compensation for each meal period violation as alleged herein.

17 46. Defendants were at all times aware of the Labor Code and Wage Order
18 requirements that they provide Plaintiff with such meal periods and was aware that Plaintiff
19 regularly worked more than five (5) hours in a shift without receiving mandated meal periods.
20 Thus, Defendants willfully violated the provisions of Labor Code §§ 226.7 and 512 and the
21 Wage Order.

22 47. As a result of the unlawful conduct of Defendants, Plaintiff has been deprived of
23 wages and other compensation in amounts to be determined at trial, and is entitled to recovery
24 of such amounts.

25 48. WHEREFORE, Plaintiff requests relief as herein prayed for.
26
27
28

FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and The Wage Order)
(Plaintiff against Defendants)

49. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

50. California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

51. The Wage Order and California Labor Code § 226.7 provides that every employer shall provide and shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and that the rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, unless the total daily work time is less than three and one-half hours.

52. At all times relevant herein, on days in which Plaintiff worked at least three and one half hours, Defendants regularly and repeatedly required Plaintiff to work four (4) hours and/or a major fraction thereof without providing, authorizing or permitting at least one ten (10) minute rest period during which Plaintiff's was relieved of all duties (hereafter "rest period") per each four (4) hour period, or a major fraction thereof, worked.

53. At all times relevant herein, Defendants failed to pay Plaintiff a premium of one hour pay at Plaintiff's regular rate of pay for each rest period not provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

54. Defendants were at all times aware of the Labor Code and Wage Order requirements that they provide Plaintiff with the rest periods described above and were aware that Plaintiff regularly worked more than four (4) hours or major fraction thereof without

1 receiving mandated rest periods. Defendants therefore at all times willfully violated the
2 provisions of Labor Code § 226.7 and the Wage Order.

3 55. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiff is
4 entitled to recover from Defendants one (1) additional hour of pay at Plaintiff's regular hourly
5 rate of compensation for each workday that a rest period was not provided. As a result of the
6 unlawful conduct of Defendant, Plaintiff has been deprived of wages and compensation in
7 amounts to be determined at trial, and is entitled to recovery of such amounts.

8 56. WHEREFORE, Plaintiff requests relief as herein prayed for.

9 **FIFTH CAUSE OF ACTION**
10 **Failure to Pay Hourly and Overtime Wages**
(California Labor Code §§ 1194 and 1198; and The Wage Order)
(Plaintiff against Defendants)

11 57. Plaintiff alleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth herein.

13 58. Plaintiff basis this cause of action upon Defendants' willful and intentional
14 violations of the California Labor Code and Industrial Welfare Commission requirements that
15 Defendants pay Plaintiff for all hours worked, including the requirement to pay premium
16 overtime wages to Plaintiff for work Plaintiff performed in excess of eight hours in a workday
17 and/or 40 hours in a workweek, and/or on the seventh consecutive day in a workweek.

18 59. Pursuant to Labor Code § 204, as well as other applicable laws and regulations,
19 and public policy, an employer must timely pay its employees for all hours worked.

20 60. Labor Code § 1198 provides that "The maximum hours of work and the standard
21 conditions of labor fixed by the commission shall be the maximum hours of work and the
22 standard conditions of labor for employees. The employment of any employee for longer hours
23 than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

24 61. Labor Code § 1194 provides that "any employee receiving less than the legal
25 minimum wage or the legal overtime compensation applicable to the employee is entitled to
26 recover in a civil action the unpaid balance of the full amount of this minimum wage or
27 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
28 suit."

1 62. The Wage Order provides that “such employees shall not be employed more
2 than eight (8) hours in any workday or more than forty (40) hours in any workweek unless the
3 employee receives one and one-half (1 ½) times such employee’s regular rate of pay for all
4 hours worked over 40 hours in the workweek and for the first eight (8) on the seventh (7th)
5 day of work and double the employee’s regular rate of pay for all hours worked over eight (8)
6 on the seventh (7th) day of work in the workweek.

7 63. At all times relevant herein, Defendants required Plaintiff on a regular and
8 repeated basis to work shifts exceeding eight hours in a workday, to work more than 40 hours
9 in a workweek, which hours were often not recorded, without paying overtime premium wages
10 at a rate of no less than one and one-half times the employee’s regular rate of pay.

11 64. At all times relevant herein, Defendants knew or had reason to know that
12 Plaintiff was regularly and consistently required to work more than eight hours in a day and
13 work more than 40 hours in a week, without being paid the appropriate premium overtime
14 wage required by Labor Code §§ 1194 and 1198, and the Wage Order.

15 65. At all times relevant herein, Defendants' conduct as alleged herein amounted to a
16 uniform pattern of unlawful wage and hour practices which resulted from the implementation
17 of uniform policies and practices by which Defendants failed to accurately record all hours
18 worked by Plaintiff thereby denying payment of overtime premium wages to Plaintiff for
19 overtime hours worked.

20 66. In committing the violations of the California Labor Code as alleged herein,
21 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
22 benefits in violation of the California Labor Code, the Industrial Welfare Commission
23 requirements and other applicable laws and regulations.

24 67. As a direct result of Defendants’ unlawful wage practices as alleged herein,
25 Plaintiff has been denied full compensation for all hours worked by Plaintiff, including, but
26 not limited to, premium overtime wages for overtime hours.

27 68. The Labor Code and the Wage order set forth various exemptions by which
28 certain categories of employees are exempt from the protections of the overtime laws

1 contained in the Labor Code. At no time during Plaintiff's employment did any of these
 2 exemptions apply to Plaintiff. Moreover, at no time was Plaintiff subject to a valid collective
 3 bargaining agreement that would preclude the causes of action set forth in this complaint.
 4 Rather, Plaintiff brings this action because of Defendants' violations of non-waivable rights
 5 guaranteed to Plaintiff by the State of California.

6 69. As a direct consequence of Defendants' unlawful failure to pay Plaintiff the full
 7 and accurate amount of all earned wages at the appropriate rate for the true number of hours
 8 worked, Plaintiff has suffered and will continue to suffer economic injuries in an amount
 9 which is presently unknown to Plaintiff, and which will be ascertained according to proof at
 10 trial.

11 70. In performing the acts and practices in violation of California labor laws as
 12 herein alleged, Defendants have acted and continue to act intentionally, oppressively and
 13 maliciously towards Plaintiff, with a conscious disregard for Plaintiff's legal rights and the
 14 consequences to Plaintiff, and with the intent of depriving Plaintiff of Plaintiff's property and
 15 legal rights and otherwise causing Plaintiff injury, in order to increase Defendants' profits at
 16 the expense of Plaintiff.

17 71. Plaintiff requests recovery of all unpaid wages, including overtime premium
 18 wages, in an amount according to proof, interest on such amounts, statutory costs, and the
 19 assessment of any and all statutory penalties against Defendants, all in the sums as provided by
 20 the California Labor Code and/or other applicable statutes. In addition, to the extent that
 21 overtime compensation is owed Plaintiff whose employment has been terminated, Defendants'
 22 conduct violates Labor Code §§ 201 and/or 202, entitling Plaintiff to waiting time penalties
 23 under Labor Code § 203, which penalties are sought herein on behalf of Plaintiff.

24 72. WHEREFORE, Plaintiff requests relief as herein prayed for.

25 **SIXTH CAUSE OF ACTION**
 26 **Failure to Pay Minimum Wage**
(Labor Code §§ 1194, 1197 and 1199; and The Wage Order)
(Plaintiff against Defendants)

27 73. Plaintiff alleges and incorporates by reference all of the allegations contained in
 28 the preceding paragraphs as though fully set forth herein.

1 74. Labor Code §1197 provides that it is unlawful to pay less than the minimum
2 wage established by law. At all times relevant herein, Defendants repeatedly failed to pay
3 Plaintiff the minimum wage for all hours worked, as required by the applicable wage order,
4 violating the provisions of Labor Code §1197.

5 75. Labor Code § 1194 provides that “any employee receiving less than the legal
6 minimum wage or the legal overtime compensation applicable to the employee is entitled to
7 recover in a civil action the unpaid balance of the full amount of this minimum wage or
8 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
9 suit.”

10 76. At all times relevant herein, Defendants' conduct as alleged herein amounted to a
11 uniform pattern of unlawful wage and hour practices which resulted from the implementation
12 of uniform policies and practices by which Defendants failed to accurately record all hours
13 worked by Plaintiff thereby denying payment of minimum wages to Plaintiff for hours
14 worked.

15 77. At all times relevant herein, Defendants maintained and enforced a uniform
16 policy by which they required Plaintiff to perform work without being paid at least minimum
17 wage for the work performed.

18 78. In committing the violations of the California Labor Code as alleged herein,
19 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
20 benefits in violation of the California Labor Code, the Industrial Welfare Commission
21 requirements and other applicable laws and regulations.

22 79. As a direct result of Defendants' unlawful wage practices as alleged herein,
23 Plaintiff has been denied full compensation for all hours worked, including, but not limited to,
24 minimum wages for hours worked.

25 80. Pursuant to Labor Code §1199, an employer who (a) requires or causes any
26 employee to work for longer hours than those fixed, or under conditions of labor prohibited by
27 an order of the commission (b) pays or causes to be paid to any employee a wage less than the
28 minimum fixed by an order of the commission and (c) violates and refuses or neglects to

1 comply with any provision of this chapter or any order or ruling of the commission, is
2 punishable by a fine of not less than \$100.00.

3 81. Plaintiff is entitled to recover wages from Defendants, in an amount to be proven
4 at trial, because of Defendants' payment of wages less than minimum wage.

5 82. Plaintiff was required to retain attorneys to bring this action and is entitled to
6 interest and an award of reasonable attorneys' fees pursuant to Labor Code § 1194. Plaintiff is
7 entitled to liquidated damages pursuant to Labor Code § 1194.2.

8 83. WHEREFORE, Plaintiff requests relief as herein prayed for.

9 **SEVENTH CAUSE OF ACTION**
10 **Failure to Comply with Itemized Employee Wage Statement Requirements**
(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)
(Plaintiff against Defendants)

11 84. Plaintiff alleges and incorporates by reference all of the allegations contained in
12 the preceding paragraphs as though fully set forth herein.

13 85. Labor Code § 226(a) and the Wage Order provide that every employer shall,
14 semimonthly or at the time of each payment of wages, furnish each of its employees an
15 accurate itemized statement in writing showing gross wages earned, total hours worked by the
16 employee, the applicable rate, all deductions, net wages earned, the inclusive dates of the
17 period for which the employee is paid, the name of the employee and the last four digits of the
18 employee's social security number (or an employee identification number), the name and
19 address of the legal entity that is the employer and all applicable hourly rates in effect during
20 the pay period and the corresponding numbers of hours worked at each hourly rate by the
21 employee.

22 86. As a further result of Defendants' failure to provide Plaintiff with accurate wage
23 statements in accordance with Labor Code § 226 and to keep accurate time records as required
24 by the Wage Order, Plaintiff has suffered injuries and is entitled to penalties under Labor Code
25 § 226 and Labor Code § 226.3 which states "that any employer who violates § 226 shall be
26 subject to a civil penalty in the amount of \$250.00 per employee per violation in an initial
27 citation." The civil penalty provided for in this section is in addition to any other penalty
28 provided by law, in an amount to be proven at trial. The injuries suffered by Plaintiff include,

1 but are not limited to, having been, and continuing to be, forced to conduct investigations and
2 perform mathematical computations in an attempt to reconstruct Plaintiff's time records; the
3 inability to reconstruct Plaintiff's time records; the inability to discern the amount of wages
4 Plaintiff was paid and/or the applicable wage rate; the inability to determine the number of
5 hours, including but not limited to, overtime hours worked; the inability to determine the
6 number of rest periods and meal periods forced to forego; the inability to determine whether
7 Plaintiff was compensated for all meal and rest periods of which Plaintiff had been deprived;
8 the inability to determine whether Plaintiff was paid all wages due for work performed; the
9 inability to determine the amount of wages owing and unpaid; the inability to determine
10 whether Plaintiff was compensated for any work-related expenses; having been, and
11 continuing to be, forced to hire attorneys and initiate a lawsuit in order to ascertain the
12 aforementioned information.

13 87. Plaintiff is also entitled to injunctive relief to ensure compliance with this
14 section, pursuant to Labor Code § 226(g).

15 88. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a
16 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is
17 entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in
18 which a violation occurs and \$100.00 per employee for each violation in a subsequent pay
19 period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs
20 and reasonable attorneys' fees.

21 89. Moreover, an employee is entitled under the Labor Code § 226(h) to injunctive
22 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and
23 reasonable attorneys' fees.

24 90. WHEREFORE, Plaintiff requests relief as herein prayed for.

25 **EIGHTH CAUSE OF ACTION**
26 **Failure to Pay All Wages Upon Termination**
(California Labor Code §§ 201, 202 and 203; and The Wage Order)
(Plaintiff against Defendants)

27 91. Plaintiff alleges and incorporates by reference all of the allegations contained in
28 the preceding paragraphs as though fully set forth herein.

1 92. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
2 in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue
3 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
4 for more than thirty (30) days.

5 93. Labor Code § 201 provides if an employer discharges an employee, the wages
6 earned and unpaid at the time of discharge are due and payable immediately.

7 94. Labor Code § 202 provides that an employee is entitled to receive all unpaid
8 wages no later than 72 hours after an employee quits his or her employment, unless the
9 employee has given 72 hours previous notice of his or her intention to quit, in which case the
10 employee is entitled to his or her wages at the time of quitting.

11 95. Defendants willfully failed to pay Plaintiff all wages due, as alleged hereinabove
12 and hereinafter, at the end of Plaintiff's employment within the times prescribed by Labor
13 Code §§201 and 202 and are therefore subject to a waiting time penalty. Plaintiff is entitled to
14 recover from Defendants the statutory penalty for each day Plaintiff was not paid at Plaintiff's
15 regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code
16 § 203.

17 96. WHEREFORE, Plaintiff requests relief as herein prayed for.

18 **NINTH CAUSE OF ACTION**
19 **Failure to Reimburse Work-Related Expenses**
20 **Violation of Labor Code § 2802**
21 **(Plaintiff against Defendants)**

22 97. Plaintiff alleges and incorporates by reference all of the allegations contained in
23 the preceding paragraphs as though fully set forth herein.

24 98. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
25 for all necessary expenditures or losses incurred by the employee in direct consequence of the
26 employee's discharge of his or her duties.

27 99. At all times herein alleged, Defendants regularly and consistently violated Labor
28 Code § 2802 by failing to reimburse Plaintiff for using his personal phone and vehicle for
work-related purposes.

100. Plaintiff was required to retain attorneys to bring this action and is entitled to an

award of reasonable attorneys' fees pursuant to Labor Code § 2802(c).

TENTH CAUSE OF ACTION
California Labor Code Private Attorneys General Act of 2004
(California Labor Code § 2698)
(Plaintiff and the Aggrieved Employees against Defendant COAST HORIZON)

101. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

102. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code Section 2699.5.

103. Plaintiff is an "aggrieved employee" pursuant to Labor Code § 2699, as Plaintiff has suffered violations including, but not limited to, violations of Labor Code §§ 201-204, 208, 216, 223, 226, 226.7, 233, 510, 512, 558, 1174, 1194, 1197-1199, 2698 et seq 2699(f) and (g), 2802, and the Wage Order.

104. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff and the employees, and the State of California against Defendants on behalf of himself and the employees.

105. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

ELEVENTH CAUSE OF ACTION
Unfair Business Practices
(California Business and Professions Code §§ 17200 et seq. and Common Law)
(Plaintiff against Defendants)

106. Plaintiff alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

107. Plaintiff suffered direct injury as a result of the Defendants' conduct, as alleged in the preceding paragraphs, and bring this action under Code of Civil Procedure § 382. The deprivation by Defendants of Plaintiff of wages due and lawful meal and rest periods, and Defendants' provision of inaccurate wage statements, are unlawful business practices within the meaning of Business and Professionals Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations, and statutes, and further, whether or not in violation of the aforementioned Wage Order, regulation and statutes, amount to practices

1 which are otherwise unfair.

2 108. Under Business and Professions Code § 17200, et seq., including, but not limited
3 to §§ 17201, 17203, and 17208, Plaintiff asserts standing on behalf of himself as alleged
4 herein. Plaintiff seeks, among others, restitution of compensation due during all times relevant
5 herein.

6 109. At all times relevant herein, Defendants have committed violations of law, as
7 described herein, including, but not limited to, violation of Labor Code §§ 201, 202, 203, 216,
8 218, 221, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, and 2802.

9 110. These unlawful and unfair business practices defeat the public interest purposes
10 of the State's labor laws, as set forth in the sections of the California Labor Code, the
11 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all
12 of which promote compliance with labor laws and employment regulations by participants in
13 Defendants' industry.

14 111. Defendants' unfair and unlawful business practices thus have violated the
15 sections of the Labor Code, California Code of Regulation and the Wage Order referenced in
16 this complaint and have imposed harm on their employees and their competitors and will
17 continue to do so until abated. As a result of these unfair and unlawful business practices,
18 Defendants have retained monies belonging to Plaintiff and they have been unjustly enriched
19 at Plaintiff's expense. Plaintiff is entitled to restitution of the wages and monies withheld and
20 retained by Defendants during the relevant period and a preliminary and permanent injunction
21 requiring Defendants to pay all wages and sums due to Plaintiff, to provide mandatory rest and
22 meal breaks, and to provide accurate and complete wage statements.

23 112. As a direct and proximate result of Defendants' conduct, Plaintiff has suffered
24 injury and loss of money.

25 113. This action will result in the enforcement of an important right affecting the
26 public interest. The conduct of Defendants as alleged herein has been and continues to be
27 unfair, unlawful and harmful to Plaintiff and the general public. Accordingly, under Code of
28 Civil Procedure § 1021.5, Plaintiff is entitled to an award of reasonable attorneys' fees

1 according to proof.

2 114. WHEREFORE, Plaintiff requests relief as hereinafter prayed for.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays as follows:

5 1. As to the First and Second Causes of Action, for special and general damages,
6 and punitive damages;

7 2. As to the Third and Fourth Cause of Action, for unpaid premium wages and
8 penalties pursuant to Labor Code §§ 210, 226.7, 512, 1198 and the Wage Order;

9 3. As to the Fifth and Sixth Cause of Action, for unpaid minimum and overtime
10 wages pursuant to Labor Code §§ 510, 1194, 1197 and 1198, and the Wage Order;

11 4. As to the Seventh Cause of Action, for wage statement violations pursuant to
12 Labor Code § 226;

13 5. As to the Eighth Cause of Action, for unpaid wages pursuant to Labor Code §§
14 201, 202, and 203;

15 6. As to the Ninth Cause of Action, for damages and/or penalties pursuant to statute
16 as set forth in Labor Code §§ 2800, 2802, and the Wage Order;

17 7. As to the Tenth Cause of Action, for civil penalties and attorneys' fees pursuant to
18 Labor Code § 2698 et seq., and Labor Code § 226.3;

19 8. As to the Eleventh Cause of Action, for restitution of unpaid wages and penalties
20 to Plaintiff pursuant to Business and Professions Code § 17200 et seq.;

21 9. As to All Causes of Action, for attorneys' fees and costs provided by Labor Code
22 §§ 218.5, 226, 1194 and Code of Civil Procedure § 1021.5; and

23 10. For such other and further relief as the Court may deem equitable and appropriate.

24 **DEMAND FOR JURY TRIAL**

25 Plaintiff hereby demands trial of his individual claims by jury to the extent authorized
26 by law.

27 Dated: April 10, 2025

FITZPATRICK & SWANSTON

28 By: /s/ B. James Fitzpatrick
B. James Fitzpatrick
Attorneys for Plaintiff,
FABRIZIO PAPPALARDO