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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 CARLOS MEZA, individually, and on behalf
14 of all others similarly situated,

15 Plaintiff,

16 v.

17 BALDWIN PLUMBING INC., a California
18 corporation; and DOES 1 through 50,
inclusive,

19 Defendants.

CASE NO.: **25STCV00604**

CLASS ACTION COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Provide Required Recovery Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay Timely Wages
7. Failure to Pay All Wages Due to Discharged and Quitting Employees
8. Failure to Maintain Required Records
9. Failure to Furnish Accurate Itemized Wage Statements
10. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
11. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

12. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

This is a class action brought by Carlos Meza (“Plaintiff”), on behalf of himself and all other similarly situated individuals, against Baldwin Plumbing Inc. (“Baldwin” or “Defendant”), in order to hold Defendant accountable for its wage theft and other violations of California wage and hour laws. Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his respective personal knowledge

1. Defendant provides a variety of services including but not limited to general contractor work, asbestos abatement, water loss, flood and fire repair services and renovations, additions, mold abatement and plumbing.

2. In order to minimize labor costs and thereby maximize profits, Defendant has implemented unlawful policies with respect to meal periods, rest breaks, and recovery periods. Defendant required its non-exempt employees to work through meal periods, rest breaks, and recovery periods, and/or take their meal periods and breaks at times after the start of the fifth hour from the beginning of their shifts. As a result, Plaintiff and other non-exempt employees have been denied the ability to take the legally-compliant meal periods, rest breaks, and recovery periods that they were and are entitled to take.

3. Moreover, Defendant has uniformly failed to pay Plaintiff and other non-exempt employees proper overtime wages due to the fact that it willfully turns a blind eye to off-the-clock work that Plaintiff and other non-exempt employees perform as a direct consequence of Defendant’s understaffing and imposition of an unreasonable workload.

4. Plaintiff and other non-exempt employees similarly do not receive reimbursements for the expenses they incur in the discharge of their job duties. These expenses include cellular phone usage.

5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for himself and a Class of all current and former non-exempt employees of Defendant during the applicable limitations period to compensate these workers for the wages Defendant has stolen

1 from them and to protect current and future workers from being subjected to similar unlawful
2 working conditions perpetrated by Defendant.

3 **JURISDICTION AND VENUE**

4 6. The Superior Court of the State of California has jurisdiction in this matter because
5 Plaintiff is a resident and citizen of California, and Defendant is a California corporation that is
6 qualified to do business in California and regularly conducts business in California. All putative
7 class members and aggrieved employees are also residents of California. No federal question is at
8 issue because Plaintiff's claims are based solely on California law.

9 7. Venue is proper in this judicial district and the County of Los Angeles because
10 Plaintiff, and other persons similarly situated, performed work for Defendant in the County of Los
11 Angeles, Defendant runs its business through its corporate office located in Covina, California,
12 and Defendant's illegal payroll policies and practices, which are the subject of this action were
13 applied to Plaintiff, and other persons similarly situated, in the County of Los Angeles.

14 **THE PARTIES**

15 8. Plaintiff is a resident of the State of California and a former employee of
16 Defendant. At all relevant times herein, Plaintiff was employed by Defendant as General Laborer
17 and Installer, a non-exempt position, working on projects as assigned by Defendant, during the
18 statute of limitations period.

19 9. Plaintiff, on behalf of himself and all other similarly situated individuals, brings
20 this class action to recover, among other things, wages and penalties from unpaid wages earned
21 and due, including but not limited to, Defendant's failure to provide legally compliant meal
22 periods, rest breaks, and recovery periods, Defendant's failure to provide proper compensation for
23 missed and otherwise unlawful meal periods, rest breaks, and recovery periods, unpaid and
24 illegally calculated regular and overtime compensation, failure to pay minimum wages, failure to
25 pay timely wages and all wages due to discharged or quitting non-exempt employees, failure to
26 maintain required records and failure to provide accurate itemized wage statements, and failure to
27 indemnify employees for necessary employment expenditures.

1 10. During the statute of limitations period, Defendant has been a corporation existing
2 under the laws of the State of California and it has conducted business in the State of California.

3 11. Defendant conducts business as Baldwin Plumbing and Baldwin Builders and
4 employees hourly, non-exempt employees who work in the areas of construction, asbestos
5 abatement, water loss, flood and fire repair services and renovations, additions, mold abatement
6 and plumbing.

7 12. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
8 Plaintiff at this time, and Plaintiff therefore sues such DOE defendants under fictitious names.
9 Upon information and belief, each Defendant designated as a DOE is in some manner highly
10 responsible for the occurrences alleged herein, and Plaintiff and Class members' injuries and
11 damages, as alleged herein, were proximately caused by the conduct of such DOE defendants.
12 Plaintiff will seek leave of the Court to amend this Complaint to allege the true names and
13 capacities of such DOE defendants when ascertained.

14 13. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and
15 Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
16 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

17 **CLASS ACTION ALLEGATIONS**

18 14. Plaintiff brings this action on behalf of himself and the following similarly situated
19 Class of individuals ("Class members"):

20 All hourly, non-exempt employees who have performed work for Defendant in
21 the state of California at any time during the relevant statute of limitations period.

22 15. Plaintiff reserves the right to name additional Class representatives as may be
23 necessary and appropriate. Plaintiff also reserves the right to modify or amend the definition of
24 the proposed Class and/or add subclasses before the Court determines whether certification is
25 appropriate

26 16. This action is appropriately suited for a class action because:
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28

1 A. The proposed Class is a significant number. Plaintiff is informed and believes that
2 the proposed Class consists of at least 75 current and former non-exempt employees. Joinder of
3 all current and former non-exempt employees individually would be impractical.

4 B. This action involves common questions of law and fact to the proposed Class
5 because the action focuses on Defendant's systematic course of illegal payroll practices and
6 policies, which was applied to all non-exempt employees in uniform violation of the California
7 Labor Code, IWC Wage Orders, and the California Business and Professions Code, which
8 prohibits unfair business practices arising from such violations. Here are a few common questions
9 of law and fact that can be answered on a classwide basis:

- 10 • Whether Defendant failed to provide non-exempt employees with legally
11 compliant meal periods, rest breaks, and recovery periods;
- 12 • Whether Defendant failed to pay overtime to non-exempt employees in
13 compliance with California law;
- 14 • Whether Defendant failed to pay minimum wages to non-exempt employees in
15 compliance with California law;
- 16 • Whether Defendant failed to timely pay wages to non-exempt employees in
17 compliance with California law;
- 18 • Whether Defendant failed to pay all wages due upon discharge or termination;
- 19 • Whether Defendant failed to maintain required records and accurate wage
20 statements for non-exempt employees;
- 21 • Whether Defendant failed to furnish accurate itemized wage statements to
22 employees;
- 23 • Whether Defendant failed to reimburse employees for business expenses
24 incurred; and
- 25 • Whether Defendant engaged in unfair and/or unlawful business practices.

26 C. Plaintiff's claims are typical of the proposed Class because Defendant subjected all
27 of its non-exempt employees to the similar and overlapping violations of the California Labor
28 Code, the applicable IWC wage order, and the California Business and Professions Code.

1 D. Plaintiff is able to fairly and adequately protect the interests of all members of the
2 proposed Class because it is in his best interests to prosecute the claims alleged herein to obtain
3 full compensation due to the proposed Class for all services rendered and hours worked. Plaintiff
4 has also retained counsel that is experienced in wage and hour class action litigation.

5 **FIRST CAUSE OF ACTION**

6 **Failure to Provide Required Meal Periods**

7 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 16-2001, § 10 and All**

8 **Other Applicable IWC Wage Orders]**

9 **(On Behalf of Plaintiff and the Class Against all Defendants)**

10 17. Plaintiff incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 16 (A – D).

12 18. During the statute of limitations period, as part of Defendant's unlawful policies
13 and practices to deprive its non-exempt employees of all wages earned and due, Defendant
14 required, permitted or otherwise suffered Plaintiff and Class members to perform work during
15 their meal periods, to completely skip their meal periods, to take late and short meal periods, and
16 Defendant has otherwise failed to provide the required meal periods to Plaintiff and Class
17 members as required under California Labor Code §§ 226.7, 512, and § 10 of the applicable IWC
18 Order, and all other pertinent IWC Wage Orders and sections.

19 19. Defendant has implemented several common policies and practices that have
20 caused Plaintiff and Class members to systematically miss and otherwise take non-compliant meal
21 periods.

22 20. Defendant grossly understaffs its projects such that Class members regularly miss
23 or take non-compliant meal periods. As a direct consequence of this understaffing, Plaintiff and
24 Class members have so much work to complete within their scheduled shifts that they are forced
25 to skip their meal periods altogether, to take them after working longer than five (5) hours, to
26 perform work during their meal periods, or return to work after taking less than a thirty (30)
27 minute meal period. Moreover, Defendant failed to maintain accurate records of when meal
28 periods were taken by Plaintiff and the other class members. Defendant failed to implement meal

1 period policies for Plaintiff and the other Class members when they worked shifts between ten
2 (10) and twelve (12) hours, and over twelve (12) hours, per shift, resulting in missed meal periods.

3 21. Moreover, Defendant failed to implement adequate policies or procedures to
4 provide meal periods to its non-exempt employees. Among other things, Defendant overworked
5 Plaintiff and Class members and did not adequately advise them of their rights to take meal
6 periods, and systematically denied them the opportunity to take meal periods, including second
7 meal periods during shifts of ten hours or longer.

8 22. Defendant has also violated California Labor Code §§ 226.7, IWC Wage Order No.
9 16-2001, § 10, all other applicable IWC Wage Orders, and the California Unfair Competition Law,
10 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class members
11 who were not authorized and permitted to take a complete, timely, uninterrupted meal period, in
12 accordance with the applicable wage order, one additional hour of compensation at the proper
13 regular rate of pay for each workday that such a meal period was not authorized or permitted.

14 23. Defendant further violated California Labor Code sections 226.7, 510, 1194, 1197,
15 IWC Wage Order No. 16-2001, and all other applicable IWC Wage Orders, by failing to
16 compensate Plaintiff and Class members for all hours worked during their meal periods.

17 24. As a proximate result of the aforementioned violations, Plaintiff and Class
18 members have been damaged in an amount according to proof at trial, and seek all wages earned
19 and due, interest, penalties, expenses, and costs of suit.

20 **SECOND CAUSE OF ACTION**

21 **Failure to Provide Required Rest Breaks**

22 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11, and**

23 **All Other Applicable IWC Wage Orders]**

24 **(On Behalf of Plaintiff and the Class Against all Defendants)**

25 25. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 24.

27 26. At all times relevant herein, as part of Defendant's illegal policies and practices to
28 deprive its non-exempt employees of all wages earned and due, Defendant failed to permit

1 Plaintiff and Class members to take rest breaks as required under California Labor Code §§ 226.7
2 and 512, and § 11 of the applicable IWC Wage Order, and all other pertinent and applicable IWC
3 Wage Orders.

4 27. As with meal periods, Defendant's policies and practices caused Plaintiff and Class
5 members to miss or otherwise take non-compliant rest periods by, among other things, giving
6 them unreasonable amounts of work that had to be completed within their shift such that rest
7 periods simply could not be taken. This was the result of systematic understaffing. In addition,
8 Defendant did not adequately notify Plaintiff and Class members of their rights to take rest
9 periods, and systematically denied them the opportunity to take rest periods, including all rest
10 periods required during long shifts, which at times exceeded twelve (12) consecutive hours.

11 28. Defendant further violated California Labor Code § 226.7, IWC Wage Order No.
12 16-2001, § 11, all other applicable IWC Wage Orders, and the California Unfair Competition Law,
13 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class members who were
14 not provided with a rest break, in accordance with the applicable wage order, one additional hour
15 of compensation at the proper regular rate of pay for each workday that a rest break was not
16 provided.

17 29. As a proximate result of the aforementioned violations, Plaintiff and Class
18 members have been damaged in an amount according to proof at trial, and seek all wages earned
19 and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Provide Required Recovery Periods**

22 **[Cal. Lab. Code § 226.7; California Code of Regulations, Title 8, Section 3395]**

23 **(On Behalf of Plaintiff and the Class Against all Defendants)**

24 30. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 29.

26 31. At all times relevant herein, as part of Defendant's illegal payroll policies and
27 practices to deprive their non-exempt employees of all wages earned and due, Defendant failed to
28 permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code §

1 226.7 and California Code of Regulations, Title 8, Section 3395. Defendant was and is required to
2 provide recovery or “cooldown” periods to non-exempt employees like Plaintiff and his
3 coworkers, who work outdoors performing manual labor, in order to prevent heat illness.

4 32. Plaintiff and Class members work outdoors, performing intense manual labor on
5 Defendant’s worksites. This work is performed over the course of many hours in temperatures
6 exceeding 80 degrees Fahrenheit, and often over 85 degrees Fahrenheit. Despite these work
7 conditions, Defendant has failed to implement any policy or practice of providing recovery periods
8 to its non-exempt employees. Defendant has similarly failed to make efforts to comply with heat
9 illness prevention regulations by providing places of shade for recovery periods or by supplying
10 sufficient amounts of drinking water. There are times when Defendant does not provide Plaintiff
11 and Class members with drinking water during an entire week. As with meal and rest breaks,
12 Defendant did not provide Plaintiff and Class members with any written documents informing
13 them of their rights to take recovery periods, and thus they did not take them.

14 33. Defendant further violated Cal. Lab. Code § 226.7, and the California Unfair
15 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class
16 members who were not provided with a recovery period, one additional hour of compensation at
17 the proper regular rate of pay for each workday that a recovery period was not provided.

18 34. As a proximate result of the aforementioned violations, Plaintiff and Class
19 members have been damaged in an amount according to proof at trial, and seek all wages earned
20 and due, interest, penalties, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Pay Overtime Wages**

23 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3**

24 **and All Other Applicable Wage Orders]**

25 **(On Behalf of Plaintiff and the Class against all Defendants)**

26 35. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in paragraphs 1 through 34.

1 36. Pursuant to California Labor Code §§ 510, 1194, IWC Wage Order No. 16-2001, §
2 3, and all other applicable IWC Wage Orders, Defendant is required to compensate Plaintiff and
3 Class members for all overtime, which is calculated at one and one-half (1 ½) times the regular
4 rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per
5 week, and for the first eight (8) hours on the seventh consecutive workday, with double time for
6 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess
7 of eight (8) hours on the seventh consecutive day of work in any workweek.

8 37. Plaintiff and Class members are current and former non-exempt employees entitled
9 to the protections of California Labor Code §§ 510, 1194, IWC Wage Order No. 16-2001 and all
10 other applicable IWC Wage Orders. During the Class period, Defendant failed to compensate
11 Plaintiff and Class members for all overtime hours worked as required under the foregoing
12 provisions of the California Labor Code and IWC Wage Order by, among other methods: failing
13 to properly calculate the highest regular rate of pay for the purposes of calculating overtime pay
14 owed and due by failing to blend nondiscretionary bonus payments and/or other incentives;
15 requiring, permitting or suffering Plaintiff and Class members to work off the clock; requiring,
16 suffering, or permitting Plaintiff and Class members to work through meal periods, rest breaks,
17 and recovery periods, but not compensating them for this time, failing to include this time in all
18 hours worked; rounding the time worked by Plaintiff and Class members unfavorably; failing to
19 maintain accurate records of all hours worked; failure to compensate for pre-work (including
20 donning and doffing) and post-work activities; and other methods to be discovered.

21 38. In a short-sighted attempt to maximize profits, Defendant understaffs its work
22 locations and sites. Not only has this practice resulted in widespread missed meal periods, rest
23 breaks, and recovery periods, but it has also caused Plaintiff and Class members to perform
24 significant amounts of work while off-the-clock. Defendant knows that Plaintiff and Class
25 members perform this work off-the-clock work because Defendant's owner and operator was
26 aware of them doing this work well before the beginning of the start of their scheduled shifts.

27 39. In violation of California law, Defendant has knowingly and willfully refused to
28 perform its obligations to compensate Plaintiff and Class members for all wages earned and all

1 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
2 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
3 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 Defendant to fully perform its obligations under state law, all to their respective damages in
5 amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 40. Defendant's conduct described herein violates California Labor Code §§ 510, 1194,
7 1198, IWC Wage Order No. 16-2001, § 3 and all other applicable IWC Wage Orders. Therefore,
8 pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable
9 provisions under the California Labor Code and IWC Wage Orders, Plaintiff and Class members
10 are entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest,
11 penalties, attorneys' fees, expenses, and costs of suit.

12 **FIFTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages and Straight Time**

14 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4**

15 **and All Other Applicable Wage Orders]**

16 **(On Behalf of Plaintiff and the Class against all Defendants)**

17 41. Plaintiff incorporates herein by specific reference, as though fully set forth, the
18 allegations in paragraphs 1 through 40.

19 42. Defendant's are obligated to pay Plaintiff and the Class members wages for all
20 hours worked. "Hours worked" is the time during which an employee is subject to the control of
21 an employer, and includes all the time the employee is suffered or permitted to work, whether or
22 not required to do so.

23 43. Pursuant to Cal. Lab. Code §§ 1194, 1197, and all applicable IWC Wage Orders
24 and applicable sections, payment to an employee of less than the applicable minimum wage for all
25 hours worked in a payroll period is unlawful.

26 44. Defendant knowingly failed to pay to Plaintiff and the Class members for all wages
27 hours worked during all times alleged herein in violation of Labor Code § 1194, and all applicable
28 IWC Wage Orders.

45. Plaintiff and the Class members are owed wages in the form of minimum and straight time wages for all hours worked, excluding overtime or double time wages.

46. During the statute of limitations period, Defendant failed to actually pay Plaintiff and Class members minimum and straight time wages for all hours worked by requiring, permitting or suffering them to work off-the-clock, such as requiring them to work through meal, rest breaks, but not compensating them for this time, and failing to include this time in all hours worked, and other methods to be discovered.

47. Defendant's conduct described herein violates Labor Code §§ 1194, 1197, and all applicable IWC Wage Orders and applicable sections. Based upon Defendant's failure to pay minimum wages, Defendant further violated the provisions of Labor Code § 1194, and any and all applicable IWC Wage Orders.

48. As a proximate result of the aforementioned violations, Plaintiff and other Class members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law, Plaintiff and other Class members are entitled to recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Pay All Wages Due to Discharged and Quitting Employees

[Cal. Lab. Code §§ 201, 202, 203]

(On Behalf of Plaintiff and the Class against all Defendants)

49. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 48.

50. Pursuant to California Labor Code §§ 201, 202, and 203, Defendant is required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

51. Furthermore, pursuant to California Labor Code § 202, Defendant is required to pay all accrued wages due to an employee no later than seventy-two (72) hours after the employee

1 quits his or her employment, unless the employee provided seventy-two (72) hours previous notice
2 of his or her intention to quit, in which case the employee is entitled to his or her wages at the time
3 of quitting.

4 52. California Labor Code § 203 provides that if an employer willfully fails to pay, in
5 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
6 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
7 compensation to the employee at the same rate for up to thirty (30) workdays.

8 53. During the statute of limitations period, Defendant has willfully failed to pay
9 accrued wages and other compensation to Plaintiff and Class members in accordance with
10 California Labor Code §§ 201 and 202. Defendant does not have a sufficient policy to provide
11 Plaintiff and Class members with their final paychecks within the timeframes required under
12 California law. In addition, because Defendant has failed and continues to fail to properly
13 compensate Plaintiff and Class members for all hours worked when due, overtime wages,
14 minimum wages, pay Plaintiff and Class members the highest regular rate of pay and
15 compensation for non-compliant meal periods, rest breaks, and recovery periods, Defendant has
16 also willfully failed and continues to fail to pay accrued wages and other compensation to Plaintiff
17 and Class members in accordance with California Labor Code §§ 201 and 202.

18 54. As a result, Plaintiff and Class members are entitled to all available statutory
19 penalties, including the waiting time penalties provided in California Labor Code § 203, together
20 with interest thereon, as well as other available remedies.

21 55. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members have been deprived of compensation in an amount according to proof at the time
23 of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts,
24 plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code § 1194.

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1 **SEVENTH CAUSE OF ACTION**

2 **Failure to Pay Timely Wages**

3 **[Cal. Lab. Code §§ 204, 210]**

4 **(On Behalf of Plaintiff and the Class against all Defendants)**

5 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 55.

7 57. California Labor Code § 204 provides that all wages earned by any person in any
8 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
9 wages due upon termination of an employee, are due and payable between the 16th and 26th day
10 of the month during which the labor was performed. California Labor Code § 204 further
11 provides that all wages earned by any person in any employment between the 16th and the last
12 day, inclusive, of any calendar month, other than those wages due upon termination of an
13 employee, are due and payable between the 1st and the 10th day of the following month.

14 California Labor Code § 204 further provides that all wages eared for labor in excess of the
15 normal work period shall be paid no later than the payday for the next regular payroll period.

16 58. During the statute of limitations period, Defendant, among other things, willfully
17 failed to pay Plaintiff and Class members all wages earned and due to them, including but not
18 limited to, meal period, rest break, and recovery period premiums, overtime and minimum wages,
19 highest regular rate of pay based upon nondiscretionary bonus payments; and payment for work
20 performed off-the-clock, within any time period permissible under Labor Code § 204.

21 59. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members are entitled to all available statutory penalties, including but not limited to, civil
23 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
24 applicable provisions under the California Labor Code and IWC Wage Orders, and an award of
25 costs, expenses, and reasonable attorneys' fees.

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1 **EIGHTH CAUSE OF ACTION**

2 **Failure to Maintain Required Records**

3 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 16-2001, § 6**

4 **and All Other Applicable Wage Orders]**

5 **(On Behalf of Plaintiff and the Class against all Defendants)**

6 60. Plaintiff incorporates herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 59.

8 61. During the statute of limitations period, as part of Defendant's illegal payroll
9 policies and practices to deprive Plaintiff and Class members of all wages earned and due,
10 Defendant knowingly and intentionally failed to maintain records as required under California
11 Labor Code §§ 226, 1174, and IWC Wage Order No. 16-2001, § 6, including but not limited to,
12 the following records: total daily hours worked by each non-exempt employee; applicable rates of
13 pay; all deductions; meal periods; time records showing when each non-exempt employee begins
14 and ends each workday; failure to provide itemized wage statements.

15 62. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
16 Class members have been damaged in an amount according to proof at trial, and are entitled to all
17 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
18 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
19 California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and
20 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
21 226(e), as well as other available remedies.

22 **NINTH CAUSE OF ACTION**

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 16-2001, § 6 and All Other**

25 **Applicable IWC Wage Orders]**

26 **(On Behalf of Plaintiff and the Class against all Defendants)**

27 63. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 62.

1 64. During the statute of limitations period, Defendant routinely failed to provide
2 Plaintiff and Class members with timely, accurate, and itemized wage statements in writing
3 showing each employee's gross wages earned, total hours worked, all deductions made, net wages
4 earned, and all applicable hourly rates in effect during each pay period and the corresponding
5 number of hours worked at each hourly rate, in violation of California Labor Code § 226, IWC
6 Wage Order No. 16-2001, § 6, and all other applicable IWC Wage Orders.

7 65. Defendant's wage statements violate Labor Code § 226 by, among other things,
8 failing to provide Plaintiff and Class members with proper meal periods, rest breaks, and recovery
9 periods, and not including in their wage statements one (1) additional hour of compensation at
10 their regular rates of pay for each non-compliant meal period, rest break, or recovery period. In
11 addition, Defendant required Plaintiff and Class members to work off-the-clock without
12 compensation and illegally rounded the time that they worked, rendering the wage statements
13 inaccurate. Moreover, Defendant failed to pay the highest regular rate of pay based upon
14 nondiscretionary bonus payments resulting in the underpayment of overtime, sick pay and
15 premium payments for missed meal and rest periods, to the extent that any premiums were paid.

16 66. Defendant knowingly and intentionally failed to provide Plaintiff and Class
17 members with timely, accurate, and itemized wage statements in accordance with California Labor
18 Code § 226(a) so as to prevent Plaintiff and Class members from being able to determine whether
19 they were being paid for, among other things, all of the hours they worked and at the proper rates
20 of pay.

21 67. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members have been damaged in an amount according to proof at trial, and seek all wages
23 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all
24 available penalties, including but not limited to penalties pursuant to California Labor Code §§
25 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees,
26 including but not limited to those provided in California Labor Code § 226(e), as well as other
27 available remedies.

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1 Defendant's failure to provide required meal periods, rest breaks, and recovery periods, failure to
2 pay proper overtime and minimum wage compensation, unlawful rounding and requiring off-the-
3 clock work, failure to pay timely wages and all wages due to discharged or quitting employees or
4 to pay timely wages, failure to pay wages at the highest regular rate of pay based upon
5 nondiscretionary bonus payments, failure to furnish accurate itemized wage statements or to
6 maintain required records, and failure to indemnify employees for necessary employment
7 expenditures, constitute an unfair and unlawful business practice under California Business and
8 Professions Code § 17200 *et seq.*

9 74. Defendant's violations of California wage and hour laws constitute a business
10 practice because Defendant's aforementioned acts and omissions were done repeatedly over a
11 significant period of time, and in a systematic manner, to the detriment of Plaintiff and Class
12 members.

13 75. Among other practices, Defendant has avoided payment of wages, overtime wages,
14 the provision of meal periods, rest breaks, and recovery periods, and other benefits as required by
15 the California Labor Code, the California Code of Regulations, and the applicable IWC Wage
16 Order. Further, Defendant has failed to record, report, and pay the correct sums of assessment to
17 the state authorities under the California Labor Code and other applicable regulations.

18 76. As a result of these unfair and unlawful business practices, Defendant has reaped
19 unfair and illegal profits during the Class period at the expense of Plaintiff and Class members,
20 and members of the public. Defendant should be made to disgorge its ill-gotten gains and to
21 restore them to Plaintiff and Class members.

22 77. Defendant's unfair and unlawful business practices entitle Plaintiff and Class
23 members to seek preliminary and permanent injunctive relief, including but not limited to orders
24 that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and
25 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
26 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
27 time of trial.

1 **TWELFTH CAUSE OF ACTION**

2 **Representative Action for Civil Penalties Pursuant to the Private Attorneys**

3 **General Act (“PAGA”)**

4 **[Cal. Lab. Code §§ 2698- 2699.5]**

5 **(On Behalf of Plaintiff and all Other Aggrieved Employees against all Defendants)**

6 78. Plaintiff incorporates herein by specific reference as though fully set forth the
7 allegations in paragraphs 1 through 77, with exception of the allegations in Paragraphs 14 through
8 16 (A) – (D).

9 79. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code
10 § 2699(c), and is a proper representative to bring a civil action on behalf of himself and other
11 current and former non-exempt employees of Defendant pursuant to the procedures specified in
12 California Labor Code § 2699.3, because Plaintiff was employed by Defendant and the alleged
13 violations of the California Labor Code were committed against Plaintiff.

14 80. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
15 California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not
16 limited to penalties under California Labor Code §§ 2699, in a representative action for the
17 violations set forth above, including but not limited to violations of California Labor Code §§ 201,
18 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. Plaintiff is also entitled to an
19 award of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

20 81. In addition to the foregoing allegations, Defendant has violated Labor Code § 246
21 provides that an employee who works in California for more than “30 or more days within a year
22 ... is entitled to be paid sick days ...” California Labor Code § 246(i) requires an employer to
23 provide an employee with “written notice” that sets forth the “amount of sick leave available” on
24 the employee’s wage statement pursuant to California Labor Code § 226 or “... in a separate
25 writing provided on the designated pay date with the employee’s payment of wages.” Moreover,
26 Labor Code § 245.5 provides that sick leave can be taken to care for a family member. Here,
27 Defendant failed to provide sick leave to Plaintiff and the other aggrieved employees and also
28 comply with Labor Code § 245.5.

1 82. Defendant also failed to comply Labor Code §§6401.7 and 6401.9, which required
2 Defendant to develop and implement a workplace violence prevention plan in accordance with
3 newly codified Labor Code section 6401.9, which sets out the requirements for the plan. Starting
4 July 1, 2024, Defendant was required to establish, implement, and maintain a Workplace Violence
5 Prevention Plan that includes: 1) implementation of a Workplace Violence Prevention Plan; 2)
6 maintaining a violence incidence log; 3) training program to discuss and prevent workplace
7 violence; and 4) maintain records relating to workplace violence which includes, records of
8 workplace violence hazard identifications, evaluations, and correction must be created and
9 maintained for a minimum of five years; training records must be created and maintained;.
10 incident logs; and records of workplace violence incident investigations under must be maintained.
11 Moreover, Defendant willfully failed to implement a Workplace Violence Prevention Policy
12 starting on or about July 1, 2024. Plaintiff and the other aggrieved employees are entitled to
13 recover penalties up to \$25,000 for serious violations, and up to \$158,727 for “willful”
14 violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

15 83. Defendant failed to maintain adequate temperatures which created excessive heat or
16 humidity exposing Plaintiff and the other aggrieved employees to temperature related hazards.
17 Defendant failed to maintain a comfortable working environment. On June 20, 2024, the
18 Occupational Safety and Health Standards Board approved California Code of Regulations, Title
19 8, section 3396, “Heat Illness Prevention in Indoor Places of Employment”. This standard applies
20 to most workplaces where the indoor temperature reaches 82°F. It established required safety
21 measures for indoor workplaces to prevent worker exposure to risk of heat illness. This standard
22 went into effect on July 23, 2024. Defendant failed to comply with the mandates of the new
23 OSHA regulations and California law. Defendant’s failure to comply with California Labor Code
24 §6721 and the recently amended Section 3395 of Title 8 of the California Code of Regulations
25 will result in the imposition of substantial civil penalties. In particular, California Labor Code
26 §6428 provides that any employer which violates any occupational safety or health standard shall
27 be assessed a civil penalty of up to \$25,000 for each serious violation. Defendant operated
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1 without an injury prevention program and penalties should be assessed in the amount of \$124,709.
2 See, California Labor Code §6429.

3 84. Pursuant to California Labor Code §§ 2699.3, on November 1, 2024, Plaintiff gave
4 written notice by certified mail to the California Labor and Workforce Development Agency
5 (“LWDA”) and Defendant of the specific provisions of the California Labor Code and IWC Wage
6 Orders alleged to have been violated, including the facts and theories to support the alleged
7 violations. Within sixty-five (65) calendar of the postmark date of Plaintiff’s notice letter, the
8 LWDA did not provide notice to Plaintiff that it intends to investigate the alleged violations.
9 Therefore, Plaintiff has complied with all of the requirements set forth in California Labor Code §
10 2699.3 to commence a representative action under PAGA.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, individually and on behalf of all other persons similarly
13 situated, respectfully prays for relief against Defendant and DOES 1 through 50, inclusive, and
14 each of them, as follows:

- 15 1. For compensatory damages in an amount to be ascertained at trial;
- 16 2. For restitution of all monies due to Plaintiff and Class members, as well as
17 disgorged profits from the unfair and unlawful business practices of Defendant;
- 18 3. For meal period, rest break, and recovery period compensation pursuant to
19 California Labor Code § 226.7, IWC Wage Order No. 16-2001, and all other applicable IWC
20 wage orders;
- 21 4. For liquidated damages pursuant to California Labor Code § 1194.2;
- 22 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
23 the relevant provisions of the California Labor Code and the IWC Wager Orders, and from
24 engaging in the unlawful business practices complained of herein;
- 25 6. For waiting time penalties pursuant to California Labor Code § 203;
- 26 7. For statutory and civil penalties according to proof;

1 8. For interest on the unpaid wages at 10 percent per annum pursuant to California
2 Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other
3 applicable provision providing for pre-judgment interest;

4 9. For reasonable attorneys' fees and costs pursuant to California Labor Code §§
5 218.5, 226, 1194, 2802, and 2699, and California Civil Code § 1021.5, and/or any other applicable
6 provisions providing for attorneys' fees and costs;

7 10. For declaratory relief;

8 11. For an order requiring and certifying the First through Eleven Causes of Action as a
9 class action;

10 12. For an order appointing Plaintiff as Class representative and Plaintiff's counsel as
11 Class counsel; and

12 13. For such further relief that the Court may deem just and proper.

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
15 with respect to all issues triable of right by jury.

16 DATED: January 9, 2025

THE WHEELER LAW FIRM, APC

17
18 By: _____

19 Scott Ernest Wheeler
20 Justin A. Wheeler

21 *Attorneys for Plaintiff and the Putative Class*
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