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GARETH DE LA CRUZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

GARETH DE LA CRUZ, individually and
on behalf of others similarly situated, and as
an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

1ST LIGHT SALES CORP., a Nevada
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: CIVSB2436478

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (8) Violation of Cal. Business & Professions Code § 17200, et seq.
- (9) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

1 Plaintiff GARETH DE LA CRUZ (“Plaintiff”), individually and on behalf of other
2 members of the general public similarly situated, and as a private attorney general, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants 1ST LIGHT SALES CORP. and
7 DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California
8 Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’
9 failure to pay overtime compensation, failure to provide meal periods, failure to authorize and
10 permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide
11 accurate wage statements, failure to maintain accurate time and payroll records, and failure to
12 reimburse necessary business-related expenses.

13 2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on
14 behalf of himself and similarly situated current and former employees of Defendants (hereinafter
15 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
16 16, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
17 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
18 and will be established according to proof at trial.

19 3. Plaintiff’s Ninth Cause of Action is brought solely as a representative action, and
20 solely as a Private Attorney General, on behalf of the State of California for all aggrieved
21 employees, including himself and other aggrieved employees of Defendants against whom one
22 or more of the alleged violations was committed (hereinafter collectively referred to as the
23 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq*; *Balderas v.*
24 *Fresh Start Harvesting, Inc.* (Cal. Ct. App., Mar. 20, 2024, No. 2D CRIM. B326759) 2024 WL
25 1673112, as modified (April 18, 2024); and *Johnson v. Maxim Healthcare Services, Inc.*, 66
26 Cal.App.5th 924 (2021). Plaintiff is an aggrieved employee against whom one or more of the
27 alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction
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limits of the Superior Court and will be established according to proof at trial.

4. Plaintiff filed his Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) Notice with the Labor and Workforce Development Agency (“LWDA”) on December 5, 2024. More than 65 days have passed since the filing of Plaintiff’s PAGA Notice, without a response from the LWDA.

5. California Labor Code section 2699.3(a)(2)(A) provides, if the LWDA does not provide a response within 65 days of the postmark date of the PAGA Notice, “the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699.”

6. Plaintiff hereby amends his complaint pursuant to California Labor Code section 2699.3(a)(2)(C), which states, “a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under...” PAGA, within 60 days of the time period specified in California Labor Code section 2699.3(a)(2)(A).

7. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

8. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

9. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of San Bernardino.

PARTIES

10. Plaintiff GARETH DE LA CRUZ is an individual residing in the State of California. Plaintiff is not suing in his individual capacity with respect his Ninth Cause of Action.

1 Instead, he is proceeding herein solely under the PAGA, on behalf of the State of California for
2 all aggrieved employees, including himself and other aggrieved employees. Plaintiff is an
3 Aggrieved Employee as defined under PAGA because he was employed by Defendant and
4 suffered the labor code violations alleged herein.

5 11. Defendant 1ST LIGHT SALES CORP., is and at all times herein mentioned was,
6 a corporation organized and existing under the laws of the State of Nevada, and registered to do
7 business in the state of California.

8 12. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive,
9 and therefore sues these defendants by such fictitious names. The Doe defendants may be
10 individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges,
11 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
12 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
13 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
14 authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this
15 Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and
16 believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in
17 some manner for the occurrences herein alleged, and that Plaintiff's damages as herein alleged
18 were proximately caused by its conduct. 1ST LIGHT SALES CORP. and Doe Defendants 1
19 through 50 are collectively referred to herein as "Defendants."

20 13. Defendants are and at all times herein mentioned were, (a) conducting business in
21 the County of San Bernardino, State of California, and (b) the employer of Plaintiff consistent
22 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
23 Orders").

24 14. Plaintiff further alleges that Defendants, directly or indirectly controlled or
25 affected the working conditions, wages, working hours, and conditions of employment of
26 Plaintiff, the Class, and the Aggrieved Employees so as to make each of said Defendants
27 employers and employers jointly liable under the statutory provisions set forth herein.
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1 **CLASS ACTION ALLEGATIONS**

2 15. Plaintiff brings the First through Eighth Causes of Action as a class action on his
3 own behalf and on behalf of all other members of the general public similarly situated, and, thus,
4 seeks class certification under Code of Civil Procedure section 382.

5 16. The proposed class is defined as follows: All current and former non-exempt
6 employees of any of the Defendants within the State of California at any time commencing four
7 (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the certified
8 class action is provided to the class (hereinafter referred to as the "Class" or "Class Members.").

9 17. Plaintiff reserves the right to establish other subclasses as appropriate.

10 18. The Class is ascertainable and there is a well-defined community of interest in the
11 litigation:

12 a. Numerosity: The Class Members are so numerous that joinder of all Class
13 Members is impracticable. The membership of the entire Class is unknown to
14 Plaintiff at this time; however, the Class is estimated to be over fifty (50)
15 individuals and the identity of such membership is readily ascertainable by
16 inspection of Defendants' employment records.

17 b. Typicality: Plaintiff's claims are typical of all other Class Members demonstrated
18 herein. Plaintiff will fairly and adequately protect the interests of the other Class
19 Members with whom he has a well-defined community of interest.

20 c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class
21 Member, with whom he has a well-defined community of interest and typicality
22 of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to
23 the other Class Members. Plaintiff's attorneys, the proposed class counsel, are
24 versed in the rules governing class action discovery, certification, and settlement.
25 Plaintiff has incurred, and during the pendency of this action will continue to
26 incur, costs and attorneys' fees, that have been, are, and will be necessarily
27 expended for the prosecution of this action for the substantial benefit of each Class
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1 Member.

- 2 d. Superiority: A class action is superior to other available methods for the fair and
3 efficient adjudication of this litigation because individual joinder of all Class
4 Members is impractical.
- 5 e. Public Policy Considerations: Certification of this lawsuit as a class action will
6 advance public policy objectives. Employers of this great state violate
7 employment and labor laws every day. Current employees are often afraid to
8 assert their rights out of fear of direct or indirect retaliation. However, class
9 actions provide the Class Members who are not named in the complaint
10 anonymity that allows for the vindication of their rights.

11 19. There are common questions of law and fact as to the Class that predominate over
12 questions affecting only individual members. The following common questions of law or fact,
13 among others, exist as to the members of the Class:

- 14 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
15 accordance with the California Labor Code was willful;
- 16 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff
17 and the other Class Members for all hours worked, and missed, short, late or
18 interrupted meal periods and rest breaks in violation of California law;
- 19 c. Whether Defendants required Plaintiff and the other Class Members to work more
20 than eight (8) hours per day and/or more than forty (40) hours per week and failed
21 to pay the legally required overtime compensation to Plaintiff and the other Class
22 Members;
- 23 d. Whether Defendants deprived Plaintiff and the other Class Members of meal
24 and/or rest periods or required Plaintiff and the other Class Members to work
25 during meal and/or rest periods without compensation;
- 26 e. Whether Defendants failed to pay meal period premium wages to Class Members
27 when they were not provided with a legally compliant meal period;
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- 1 f. Whether Defendants failed to pay rest period premium wages to Class Members
2 when they were not authorized and permitted to take legally compliant rest
3 periods;
- 4 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
5 Members for all hours worked;
- 6 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
7 required minimum wage pursuant to California law;
- 8 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
9 overtime compensation pursuant to California law;
- 10 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
11 Members within the time required upon their discharge or resignation from
12 employment;
- 13 k. Whether Defendants failed to reimburse Plaintiff and the other Class Members
14 for all necessary business-related expenses and costs in violation of California
15 Labor Code section 2802;
- 16 l. Whether Defendants failed to pay reporting time wages in violation of the
17 applicable IWC Wage Order;
- 18 m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
19 Class Members during their employment;
- 20 n. Whether Defendants complied with wage reporting as required by the California
21 Labor Code, including section 226;
- 22 o. Whether Defendants' conduct was with malice, fraud or oppression;
- 23 p. Whether Defendants' conduct was willful or reckless;
- 24 q. Whether Defendants engaged in unfair business practices in violation of
25 California Business & Professions Code section 17200, *et seq.* based on their
26 improper withholding of compensation;
- 27 r. The appropriate amount of damages, restitution, and/or monetary penalties
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1 resulting from Defendants' violation of California law; and

2 s. Whether Plaintiff and the other Class Members are entitled to compensatory
3 damages pursuant to the California Labor Code.

4 **GENERAL ALLEGATIONS**

5 20. Defendants are Commercial Solar Panel Installers.

6 21. Defendants employed Plaintiff to work as a Solar Technician I since
7 approximately November 14, 2022.

8 22. At all relevant times set forth herein, Defendants employed Plaintiff, the Class,
9 and the Aggrieved Employees as hourly-paid or non-exempt employees.

10 23. Throughout the time period involved in this case, Defendants had the authority to
11 hire and terminate Plaintiff, the Class, and the Aggrieved Employees; to directly or indirectly
12 control work rules, working conditions, wages, working hours, and conditions of employment of
13 Plaintiff, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
14 Plaintiff, the Class, and the Aggrieved Employees.

15 24. At all times herein mentioned, Defendants were subject to the Labor Code of the
16 State of California and the applicable Industrial Welfare Commission Orders.

17 25. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in
18 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
19 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
20 Plaintiff, the Class, and the Aggrieved Employees to work off the clock without compensation,
21 thereby failing to pay them for all hours worked, including minimum and overtime wages.
22 Defendants also implemented policies that prohibited Plaintiff, the Class, and the Aggrieved
23 Employees from accurately recording the actual time worked, resulting in a failure to pay
24 Plaintiff, the Class, and the Aggrieved Employees all wages owed. In addition, Defendants
25 routinely failed to permit Plaintiff, the Class, and the Aggrieved Employees to take timely and
26 duty-free meal periods and rest periods in violation of California law. Defendants also failed to
27 reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related
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1 expenses.

2 26. Throughout the time period involved in this case, Defendants have implemented
3 policies and practices which failed to provide Plaintiff, the Class, and the Aggrieved Employees
4 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class,
5 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
6 control over Plaintiff, the Class, and the Aggrieved Employees during their meal periods,
7 regularly failed to permit Plaintiff, the Class, and the Aggrieved Employees a reasonable
8 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiff, the Class,
9 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
10 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
11 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
12 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiff,
13 the Class, and the Aggrieved Employees.

14 27. Throughout the time period involved in this case, Defendants did not adequately
15 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take meal periods under
16 California law. Moreover, Defendants systematically disregarded their own written policies
17 regarding the provision and timing of meal periods for Plaintiff, the Class, and the Aggrieved
18 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
19 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
20 meal periods, and to require Plaintiff, the Class, and the Aggrieved Employees to work through
21 their meal periods, for which they were not compensated.

22 28. Throughout the time period involved in this case, Defendants failed to pay
23 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
24 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
25 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
26 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
27 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
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1 routinely failed to provide legally compliant meal periods to Plaintiff, the Class, and the
2 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiff, the
3 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
4 short, late, and/or interrupted.

5 29. Throughout the time period involved in this case, Defendants have implemented
6 policies and practices which prohibited Plaintiff, the Class, and the Aggrieved Employees from
7 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
8 permit Plaintiff, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
9 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
10 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
11 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
12 work period.

13 30. Throughout the time period involved in this case, Defendants did not adequately
14 inform Plaintiff, the Class, and the Aggrieved Employees of their right to take rest periods under
15 California law. Moreover, Defendants systematically disregarded their own written policies
16 regarding the provision and timing of rest periods for Plaintiff, the Class, and the Aggrieved
17 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
18 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
19 duty free rest periods, and to regularly require Plaintiff, the Class, and the Aggrieved Employees
20 to work through their rest periods.

21 31. Throughout the time period involved in this case, Defendants failed to pay
22 Plaintiff, the Class, and the Aggrieved Employees premium wages for rest periods that were
23 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
24 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
25 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
26 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
27 failed to authorize and permit Plaintiff, the Class, and the Aggrieved Employees to take duty-free
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1 rest periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and the Aggrieved
2 Employees at their regular rate of pay when a rest period was missed, short, late and/or
3 interrupted.

4 32. Throughout the time period involved in this case, Defendants regularly required
5 Plaintiff, the Class, and the Aggrieved Employees to perform work off the clock. Although
6 Defendants prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and
7 the Aggrieved Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and
8 the Aggrieved Employees were regularly required to perform work off the clock for which they
9 were not compensated.

10 33. Throughout the time period involved in this case, Defendants implemented policies
11 that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately recording the
12 actual time worked, resulting in a failure to pay Plaintiff, the Class, and the Aggrieved Employees
13 all wages owed.

14 34. Throughout the time period involved in this case, Plaintiff, the Class, and the
15 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
16 week.

17 35. Throughout the time period involved in this case, Defendants regularly failed to
18 pay all overtime compensation owed to Plaintiff, the Class, and the Aggrieved Employees when
19 they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single
20 work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a
21 single work week. Defendants knew or should have known that Plaintiff, the Class, and the
22 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
23 they were not receiving wages for overtime compensation.

24 36. Throughout the time period involved in this case, Defendants failed to pay
25 overtime to Plaintiff, the Class, and the Aggrieved Employees for all overtime hours worked
26 based on regular rates of pay correctly calculated to include all applicable remuneration.

27 37. Throughout the time period involved in this case, Defendants regularly failed to
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1 pay Plaintiff, the Class, and the Aggrieved Employees at least minimum wages for all hours
2 worked. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
3 Employees were entitled to receive at least minimum wages for all hours worked and that they
4 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
5 minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and the Aggrieved
6 Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the
7 Class, and the Aggrieved Employees to perform work off the clock.

8 38. Throughout the time period involved in this case, Defendants regularly failed to
9 pay Plaintiff, the Class, and the Aggrieved Employees all wages within any time permissible
10 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
11 or should have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to
12 receive all wages owed to them during their employment. Plaintiff, the Class, and the Aggrieved
13 Employees did not receive payment of all wages, including overtime compensation, minimum
14 wages, meal and rest period premiums.

15 39. Throughout the time period involved in this case, Defendants regularly failed to
16 provide complete or accurate wage statements to Plaintiff, the Class, and the Aggrieved
17 Employees. Defendants knew or should have known that Plaintiff, the Class, and the Aggrieved
18 Employees were entitled to receive complete and accurate wage statements in accordance with
19 California law, but, in fact, they did not receive complete and accurate wage statements from
20 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
21 worked, the actual gross wages earned, and the correct rates of pay.

22 40. Throughout the time period involved in this case, Defendants regularly failed to
23 keep complete or accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees.
24 Defendants knew or should have known that Defendants were required to keep complete and
25 accurate payroll records for Plaintiff, the Class, and the Aggrieved Employees in accordance with
26 California law, but, in fact, did not keep complete and accurate payroll records.

27 41. Throughout the time period involved in this case, Defendants regularly failed to
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maintain accurate records relating to Plaintiff's, the Class's, and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

42. Throughout the time period involved in this case, Defendants failed to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses, including but not limited to tools, drills, gloves, safety glasses, safety shoes and hard hats. Defendants knew or should have known that Defendants were required to reimburse Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses and costs, but, in fact, failed to do so in violation of California law.

43. Throughout the time period involved in this case, Plaintiff, the Class, and the Aggrieved Employees were sometimes required by Defendants to report for work and did report for work, but were either not put to work or were furnished with less than half of their usual or scheduled day's work. On such occasions, Defendants failed to pay Plaintiff, the Class, and the Aggrieved Employees required reporting time wages for half their usual or scheduled day's work. Defendant also failed to pay Plaintiff, the Class, and the Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Plaintiff, the Class, and the Aggrieved Employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

44. Throughout the time period involved in this case, Defendants knew or should have known that they had a duty to compensate Plaintiff, the Class, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants' profits.

45. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198)**

3 **(Against All Defendants)**

4 46. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 47. California Labor Code section 1198 and the applicable Industrial Welfare
7 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
8 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
9 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

10 48. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
12 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
13 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
14 (40) hours in a workweek.

15 49. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
17 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
18 in excess of eight (8) hours on the seventh day of work in a workweek.

19 50. California Labor Code section 510 codifies the right to overtime compensation at
20 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
21 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
22 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
23 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 51. During the relevant time period, Plaintiff and the other Class Members regularly
25 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

26 52. During the relevant time period, Defendants intentionally and willfully failed to
27 pay overtime wages owed to Plaintiff and the other Class Members.
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53. Defendants' failure to pay Plaintiff and the other Class Members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

54. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against All Defendants)

55. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

56. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

57. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

58. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

59. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than

1 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
2 the employee only if the first meal period was not waived.

3 60. During the relevant time period, Plaintiff and the other Class Members who were
4 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
5 legally-mandated meal periods by mutual consent, were required to work for periods longer than
6 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

7 61. During the relevant time period, Plaintiff and the other Class Members who were
8 scheduled to work for a period of time in excess of ten (10) hours were required to work for
9 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
10 thirty (30) minutes.

11 62. During the relevant time period, Defendants intentionally and willfully required
12 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
13 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
14 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

15 63. During the relevant time period, Defendants failed to pay Plaintiff and the other
16 Class Members the full meal period premiums due pursuant to California Labor Code section
17 226.7.

18 64. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7 and 512(a).

20 65. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
22 additional hour of pay at the employee's regular rate of compensation for each work day that the
23 meal period was not provided.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code § 226.7)**

26 **(Against All Defendants)**

27 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
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every allegation set forth above.

67. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

68. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer 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 (3.5) hours."

70. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

71. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods, failed to allow Plaintiff and the other Class Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class Members to take uninterrupted, duty-free rest breaks.

72. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and other Class Members from taking uninterrupted rest periods.

73. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

74. Pursuant to the applicable IWC Wage Orders and California Labor Code section

1 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
2 additional hour of pay at the employees' regular hourly rate of compensation for each work day
3 that the rest period was not provided.

4 **FOURTH CAUSE OF ACTION**

5 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

6 **(Against All Defendants)**

7 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
8 every allegation set forth above.

9 76. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
10 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
11 the minimum so fixed is unlawful.

12 77. During the relevant time period, Defendants regularly failed to pay minimum wage
13 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
14 1194, 1197, and 1197.1.

15 78. Defendants' failure to pay Plaintiff and the other Class Members the minimum
16 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
17 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
18 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
19 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

20 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
21 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
22 unpaid and interest thereon.

23 **FIFTH CAUSE OF ACTION**

24 **(Violation of California Labor Code §§ 204 and 210)**

25 **(Against All Defendants)**

26 80. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
27 every allegation set forth above
28

1 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
2 of the period for which the employee is paid, (7) the name of the employee and his or her social
3 security number, (8) the name and address of the legal entity that is the employer, and (9) all
4 applicable hourly rates in effect during the pay period and the corresponding number of hours
5 worked at each hourly rate by the employee. The deductions made from payments of wages shall
6 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
7 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
8 least three years at the place of employment or at a central location within the State of California.

9 88. Defendants have intentionally and willfully failed to provide Plaintiff and the
10 Class with complete and accurate wage statements. The deficiencies include, but are not limited
11 to the failure list the total number of hours worked, the actual gross wages earned, and the correct
12 rates of pay.

13 89. Because of Defendants' violation of California Labor Code section 226(a),
14 Plaintiff and the Class have suffered injury and damage to their statutorily-protected rights.

15 90. More specifically, Plaintiff and the Class have been injured by Defendants'
16 intentional and willful violation of California Labor Code section 226(a) because they were
17 denied both their legal right to receive, and their protected interest in receiving, accurate and
18 itemized wage statements pursuant to California Labor Code section 226(a).

19 91. Plaintiff and the Class are entitled to recover from Defendants the greater of their
20 actual damages caused by Defendants' failure to comply with California Labor Code section
21 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

22 92. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
23 with this section, pursuant to California Labor Code section 226(g).

24 **SEVENTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 2800 and 2802)**

26 **(Against All Defendants)**

27 93. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
28

every allegation set forth above.

94. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

95. Plaintiff and the Class incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary business-related expenses and costs included their failure to reimburse Plaintiff and the Class for costs incurred as a result of, including but not limited to, simple negligence.

96. Defendants have intentionally and willfully failed to reimburse Plaintiff and the Class for all necessary business-related expenses and costs. Plaintiff and the Class are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

(Violation of Cal. Business & Professions Code §§ 17200, et seq.)

(Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

98. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

99. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code section 17200, *et seq.*

100. A violation of California Business & Professions Code section 17200, *et seq.* may

1 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
2 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
3 paying them proper compensation violate California Labor Code sections 510 and 1198.
4 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
5 the Class, to work through their meal and rest periods without paying them proper compensation
6 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
7 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
8 sections 201, 202, 203 and 204.

9 101. Defendants also violated California Labor Code sections 221, 226(a), 1194, 1197,
10 1197.1, 510, 1174(d), 2800, and 2802.

11 102. As a result of the herein described violations of California law, Defendants
12 unlawfully gained an unfair advantage over other businesses.

13 103. Plaintiff and the Class have been personally injured by Defendants' unlawful
14 business acts and practices as alleged herein, including but not necessarily limited to the loss of
15 money and/or property.

16 104. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
17 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
18 during a period that commences four years prior to the filing of this Complaint; an award of
19 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
20 laws; and an award of costs.

21 **NINTH CAUSE OF ACTION**

22 **(Violation of California Labor Code § 2699, Et Seq.)**

23 **(Against All Defendants)**

24 105. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 106. Plaintiff brings his ninth cause of action solely as a representative action pursuant
27 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
28

1 (“PAGA”), on behalf of the State of California for all aggrieved employees, including himself
2 and other aggrieved employees of Defendants against whom one or more of the alleged violations
3 was committed

4 107. PAGA specifically provides for a private right of action to recover civil penalties
5 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
6 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
7 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
8 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
9 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
10 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
11 2699(a).

12 108. Plaintiff was employed by Defendants and the Labor Code violations alleged above
13 were committed against him during his time of employment and is therefore, an “Aggrieved
14 Employee” under PAGA.

15 109. As set forth in detail above, during all times relevant to this Action, Defendants
16 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
17 Codes by:

- 18 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
19 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 20 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
21 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 22 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
23 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
24 hour of premium pay for meal period violations in violation of Labor Code §§
25 226.7 and 512.
- 26 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
27 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
28

Employees an additional hour of premium pay for rest period violations in violation of Labor Code §§ 226.7 and 512.

e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end of their employment in violation of Labor Code § 203.

f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed during employment in violation of Labor Code § 204.

g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226.

h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved Employees' work periods, meal periods, total daily hours, hours per pay period, total wages and compensation, and applicable pay rates in violation of Labor Code § 1174(d) and the applicable IWC Wage Order.

i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary business-related expenses in violation of Labor Code §§ 2800 and 2802.

j. Failing to pay reporting time wages to Plaintiff and Aggrieved Employees in violation of Labor Code § 1198 and the applicable IWC Wage Order.

110. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff requests and is entitled to recover penalties against Defendants for the Labor Code violations described above, including but not limited to penalties under California Code of Regulations Title 8 sections 11040 and 11160, penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5, and 1197.1, and any and all additional penalties and sums as provided by the California Labor Code and/or other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial.

111. Plaintiff has exhausted his administrative remedies pursuant to Labor Code § 2699.3. On December 5, 2024, Plaintiff, through his counsel of record, by online filing with the Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage

1 Orders that Defendants have violated, including the facts and theories to support the violations,
2 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
3 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
4 five (65) days have elapsed since the mailing of Plaintiff's December 5, 2024 notice, and the Labor
5 and Workforce Development Agency has not indicated that it intends to investigate the violations
6 discussed in the notice. Accordingly, Plaintiff may commence a civil action to recover penalties
7 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.3.

8 112. Plaintiff was compelled to retain the services of counsel to file this court action to
9 protect his interests and the Aggrieved Employees, and to assess and collect the civil penalties
10 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs
11 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

12 113. Plaintiff may amend this complaint as a matter of right pursuant to California
13 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
14 specified in Labor Code §2699.3.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
17 public similarly situated, and as a private attorney general, prays for relief and judgment against
18 Defendants, jointly and severally, as follows:

19 **Class Certification**

- 20 1. That this action be certified as a class action;
21 2. That Plaintiff be appointed as the representative of the Class;
22 3. That counsel for Plaintiff be appointed as Class Counsel; and
23 4. That Defendants provide to Class Counsel immediately the names and most
24 current/last known contact information (address, e-mail and telephone numbers) of all class
25 members.

26 **As to the First Cause of Action**

- 27 5. That the Court declare, adjudge and decree that Defendants violated California
28

1 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
2 all overtime wages due to Plaintiff and other Class Members;

3 6. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

5 7. For pre-judgment interest on any unpaid overtime compensation commencing
6 from the date such amounts were due;

7 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
8 California Labor Code section 1194; and

9 9. For such other and further relief as the Court may deem just and proper.

10 **As to the Second Cause of Action**

11 10. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
13 provide all meal periods (including second meal periods) to Plaintiff and the Class;

14 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
15 each employee's regular rate of compensation for each workday that a meal period was not
16 provided;

17 12. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 13. For premium wages pursuant to California Labor Code section 226.7;

20 14. For pre-judgment interest on any unpaid wages from the date such amounts were
21 due;

22 15. For reasonable attorneys' fees and costs of suit incurred herein; and

23 16. For such other and further relief as the Court may deem just and proper.

24 **As to the Third Cause of Action**

25 17. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
27 periods to Plaintiff and the Class;

1 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
2 each employee's regular rate of compensation for each workday that a rest period was not
3 provided;

4 19. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 20. For premium wages pursuant to California Labor Code section 226.7;

7 21. For pre-judgment interest on any unpaid wages from the date such amounts were
8 due; and

9 22. For such other and further relief as the Court may deem just and proper.

10 **As to the Fourth Cause of Action**

11 23. That the Court declare, adjudge and decree that Defendants violated California
12 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
13 Plaintiff and the Class;

14 24. For general unpaid wages and such general and special damages as may be
15 appropriate;

16 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
17 Plaintiff and the Class in the amount as may be established according to proof at trial;

18 26. For pre-judgment interest on any unpaid compensation from the date such amounts
19 were due;

20 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
21 California Labor Code section 1194(a);

22 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

23 29. For such other and further relief as the Court may deem just and proper.

24 **As to the Fifth Cause of Action**

25 30. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
27 California Labor Code section 204 to Plaintiff and the Class;

31. For statutory penalties pursuant to California Labor Code section 210;

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

34. For actual, consequential and incidental losses and damages, according to proof;

35. For statutory penalties pursuant to California Labor Code section 226(e); and

36. For such other and further relief as the Court may deem just and proper.

As to the Seventh Cause of Action

37. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

38. For actual, consequential and incidental losses and damages, according to proof;

39. For the imposition of civil penalties and/or statutory penalties;

40. For reasonable attorneys' fees and costs of suit incurred herein; and

41. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

43. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

44. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

46. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

47. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

48. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

49. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

50. For such other relief as the Court deems just and proper.

Dated: February 11, 2025

PROTECTION LAW GROUP, LLP

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