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DOMINICK GITTENS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

DOMINICK GITTENS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

FAMAND, INC., a California corporation, DBA
INDOOR ENVIRONMENTAL SERVICES;
FAMAND HOLDING COMPANY, INC., a
California corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24CV024363

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

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Timely Pay Wages During Employment (Lab. Code § 204)
8. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
9. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.); and
10. Civil Penalties Under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698 et seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff DOMINICK GITTENS (“Plaintiff”), individually and on behalf of all other
2 members of the public similarly situated, allege as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to California Code of Civil Procedure
5 section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the
6 minimal jurisdiction limits of the Superior Court and will be established according to proof at
7 trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article
8 VI, section 10. The statutes under which this action is brought do not specify any other basis for
9 jurisdiction.

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

14 3. Venue is proper in this Court, because Defendants employ persons throughout the
15 state of California, including within the County of Sacramento, and have violated the requirements
16 of the California Labor Code (including a claim pursuant to the Private Attorney General Act of
17 2004) and applicable Industrial Welfare Commission (“IWC”) Wage Order in this county which
18 give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Pursuant to California
19 Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or forfeiture
20 imposed by statute in the county in which the cause, or some part of the cause, arose.

21 **THE PARTIES**

22 4. Plaintiff is a California resident who worked for Defendants FAMAND, INC. DBA
23 INDOOR ENVIRONMENTAL SERVICES, FAMAND HOLDING COMPANY, INC., and
24 DOES 1 through 10 (“Defendants”) in California as a nonexempt employee paid hourly from
25 approximately June 2023 through November 2024.

26 5. Plaintiff reserves the right to seek leave to amend this complaint to add new
27 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
28 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as

1 well as to add additional claims.

2 6. Plaintiff alleges, on information and belief, that Defendants are, and at all times
3 herein mentioned, were:

4 (a) Business entities qualified to do business and actually conducting business
5 in numerous counties throughout the State of California, including in
6 Sacramento County; and,

7 (b) The former employers of Plaintiff and the current and/or former employer
8 of the Class Members because Defendants engaged Plaintiff and the Class
9 to work; and/or suffered and permitted Plaintiff and the Class to work, and/or
10 controlled or had the power and authority to control their wages, hours, or
11 working conditions;

12 7. At all relevant times, Defendants were and are legally responsible for all of the
13 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
14 foregoing paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are
15 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
16 “respondeat superior.”

17 8. Plaintiff does not know the true names or capacities of the persons or entities sued
18 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
19 of the Doe Defendants were in some manner legally responsible for the damages suffered by
20 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
21 names and capacities of these Defendants when they have been ascertained, together with
22 appropriate charging allegations, as may be necessary. At all times mentioned herein, Does 1-10,
23 inclusive, and each of them, were residents of, doing business in, availed themselves of the
24 jurisdiction of, and/or injured Plaintiff and a significant number of the Class Members in the State
25 of California.

26 9. Plaintiff alleges, on information and belief, that, at all relevant times, each
27 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
28 other employees described in the class definitions below, and exercised control over their wages,

hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor-in-interest and/or predecessor-in-interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiff alleges, on information and belief, that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants. Defendants are thus jointly and severally liable to Plaintiff and the Class Members on the claims asserted in this action.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

10. Plaintiff worked for Defendants in California as a non-exempt employee and was paid hourly. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff often worked more than eight hours per day and forty (40) hours in a workweek.

11. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to reimburse business expenses, failure to furnish accurate wage statements, and failure to pay final wages at termination. Defendant's managers also engaged in systematic and widespread altering of time records to hide Labor Code violations. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative of the class.

12. Plaintiff brings the First through Ninth Causes of Action individually and as a class action on behalf of himself and certain current and former employees of Defendants (hereinafter collectively referred to as the "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in

California as an hourly-paid or non-exempt employee during the statute of limitations period applicable to the claims pleaded here.

13. Plaintiff brings the Tenth Cause of Action as a representative action under the Labor Code Private Attorneys Act of 2004, Labor Code sections 2698 et seq. (“PAGA”) to recover civil penalties that are owed to Plaintiff, the State of California, and past and present non-exempt employees employed by Defendants in the State of California during the statute of limitations period for their PAGA claim (herein after referred to as the “Aggrieved Employees”).

14. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Sacramento County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the Labor Code, Wage Orders issued by the IWC, and the California Business & Professions Code.

15. Despite these requirements, throughout the statutory period, Defendants willfully failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class and instead maintained a systematic, company-wide policy and practice of including, but not limited to, the following violations on a regular basis:

- (a) Failing to pay employees for all hours worked, including minimum, straight time, and overtime wages. For example, Defendants:
 - 1) required employees to perform work off-the-clock, without compensation. For instance, Plaintiff was given a company’s cell phone and contacted by technicians regarding work-related issues when he was off the clock, and sometimes on weekends; and/or
 - 2) failed to pay for all hours worked and failed to pay some of this unpaid work at the overtime rate, as required; and/or
 - 3) required them to continue working during unpaid meal and rest periods; and/or
 - 4) Automatically deducted thirty (30) minutes a day for meal breaks resulting in uncompensated hours worked off the clock on days

- 1 Plaintiff took a shorter meal break or was unable to take a meal break;
- 2 5) failed to maintain accurate records of the hours worked; and/or
- 3 (b) Failing to provide employees with timely and duty-free meal periods; for
- 4 example, Defendants:
- 5 1) required employees to work in excess of five consecutive hours a day
- 6 without providing a 30-minute, uninterrupted, and duty-free meal
- 7 period for every five hours of work; and/or
- 8 2) continued to assert control over employees by requiring, pressuring,
- 9 or encouraging them to perform work tasks, which could not be
- 10 completed without working in lieu of taking mandatory meal periods.
- 11 For example, Plaintiff often took his meal breaks late due to the
- 12 necessity to help technicians with vehicle issues; and/or
- 13 3) interrupted Plaintiff's meal periods. For instance, Plaintiff's meal
- 14 breaks were often interrupted by phone calls from technicians; and/or
- 15 4) denied employees permission to take a meal period; and/or
- 16 5) denied employees permission to take second meal period; and/or
- 17 6) failed to maintain accurate records of all meal periods taken or
- 18 missed and denied employees opportunities to do their own
- 19 timekeeping. Defendants auto-deducted thirty minutes for meal
- 20 break every day that Plaintiff worked from Plaintiff's timesheet, even
- 21 though Plaintiff did not have his compliant meal break.
- 22 (c) Failing to authorize and permit employees to take timely and duty-free rest
- 23 periods. For example, Defendants:
- 24 1) required employees to work in excess of four consecutive hours a day
- 25 without Defendants authorizing and permitting them to take a 10-
- 26 minute, uninterrupted, duty-free rest period for every four hours of
- 27 work (or major fraction of four hours); and/or
- 28

2) failed to compensate employees for rest periods that were not authorized or permitted; and/or

3) continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods. For instance, Plaintiff's rest breaks were frequently interrupted by technicians.

(d) Failing to indemnify employees for work-related expenses, such as having to use Plaintiff's internet service for work-related communications without reimbursement.

(e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the accurate rest/meal break premiums, the remaining paid sick leave balance, and all wages for all hours worked, among other things.

(f) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages.

(g) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal and rest break penalties as required Labor Code §§1174(d) and 1198. For instance, Defendants did not provide a reasonably reliable timekeeping system to employees. Instead, Defendants required employees to maintain Excel spreadsheets and forced them to correct data to make it compliant, even though they worked during meal/rest periods and off the clock. Management instructed Plaintiff to enter inaccurate times to cover up violations. Additionally, Defendants auto-deducted thirty minutes for meal break every day that Plaintiff worked from Plaintiff's timesheet, even though Plaintiff did not have his compliant meal break.

1 16. On information and belief, Defendants, and each of them, were on actual and
2 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
3 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
4 willful and deliberate.

5 17. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class
6 suffered injury because, among other things:

- 7 (a) the violations led them to believe that they were not entitled to be paid
8 minimum, straight time, overtime, meal period premium, and rest period
9 premium wages, even though they were entitled;
- 10 (b) the violations led them to believe that they had been paid the minimum,
11 straight time, overtime, meal period premium, and rest period premium
12 wages, even though they had not been;
- 13 (c) the violations led them to believe they were not entitled to be paid minimum,
14 straight time, overtime, meal period premium, and rest period premium
15 wages at the correct California rate even though they were entitled;
- 16 (d) the violations led them to believe they had been paid minimum, straight time,
17 overtime, meal period premium, and rest period premium wages at the
18 correct California rate even though they had not been;
- 19 (e) the violations hindered them from determining the amounts of minimum,
20 straight time, overtime, meal period premium, and rest period premium
21 wages owed to them;
- 22 (f) in connection with their employment before and during this action, and in
23 connection with prosecuting this action, the violations caused them to have
24 to perform mathematical computations to determine the amounts of wages
25 owed to them, computations they would not have to make if the wage
26 statements contained the required accurate information;
- 27
28

(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

18. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

19. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

20. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

21. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

22. At all material times, Plaintiff was a member of the Class.

23. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

24. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100)

1 individuals and the identity of such membership is readily ascertainable by
2 inspection of Defendants' records.

3 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
4 the interests of each Class Member with whom there is a shared, well-
5 defined community of interest, and Plaintiff's claims are typical of all Class
6 Members' claims as demonstrated herein.

7 (c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect
8 the interests of each Class Member with whom there is a shared, well-
9 defined community of interest and typicality of claims, as demonstrated
10 herein. Plaintiff has no conflicts with or interests antagonistic to any Class
11 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the
12 rules governing class action discovery, certification, and settlement.
13 Plaintiff has incurred, and throughout the duration of this action, will
14 continue to incur costs and attorneys' fees that have been, are, and will be
15 necessarily expended for the prosecution of this action for the substantial
16 benefit of each class member.

17 (d) Superiority: A Class action is superior to other available methods for the
18 fair and efficient adjudication of the controversy, including consideration of:

- 19 1) The interests of the members of the Class in individually controlling
20 the prosecution or defense of separate actions;
- 21 2) The extent and nature of any litigation concerning the controversy
22 already commenced by or against members of the Class;
- 23 3) The desirability or undesirability of concentrating the litigation of the
24 claims in the particular forum; and,
- 25 4) The difficulties likely to be encountered in the management of a class
26 action.

27 (e) Public Policy Considerations: The public policy of the State of California is
28 to resolve the Labor Code claims of many employees through a class action.

1 Indeed, current employees are often afraid to assert their rights out of fear of
2 direct or indirect retaliation. Former employees are also fearful of bringing
3 actions because they believe their former employers might damage their
4 future endeavors through negative references and/or other means. Class
5 actions provide the Class Members who are not named in the complaint with
6 a type of anonymity that allows for the vindication of their rights at the same
7 time as their privacy is protected.

8 25. There are common questions of law and fact as to the Class (and each subclass, if
9 any) that predominate over questions affecting only individual members, including without
10 limitation, whether, as alleged herein, Defendants have:

- 11 (a) Failed to pay Class Members for all hours worked, including minimum,
12 straight time, and overtime wages;
- 13 (b) Failed to provide meal periods and pay meal period premium wages to Class
14 Members;
- 15 (c) Failed to authorize and permit rest periods and pay rest period premium
16 wages to Class Members;
- 17 (d) Failed to indemnify Class Members for expenditures
- 18 (e) Failed to provide Class Members with accurate wage statements;
- 19 (f) Failed to timely pay Class Members all wages earned during employment;
- 20 (g) Failed to provide Class Members with timely final wages; and
- 21 (h) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
22 result of their illegal conduct as described above.

23 26. This Court should permit this action to be maintained as a class action pursuant to
24 California Code of Civil Procedure § 382 because:

- 25 (a) The questions of law and fact common to the Class predominate over any
26 question affecting only individual members;
- 27 (b) A class action is superior to any other available method for the fair and
28 efficient adjudication of the claims of the members of the Class;

- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;
- (f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:
 - 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
 - 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,
- (g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

27. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional

1 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
2 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class
3 and deemed necessary and/or appropriate by the Court.

4 **FIRST CAUSE OF ACTION**

5 **(Against All Defendants for Failure to Pay Minimum and**
6 **Straight Time Wages for All Hours Worked)**

7 28. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
8 paragraphs.

9 29. “Hours worked” is the time during which an employee is subject to the control of
10 an employer and includes all the time the employee is suffered or permitted to work, whether or
11 not required to do so.

12 30. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff
13 and the Class compensation for all hours they worked. For instance, Plaintiff was given a
14 company’s cell phone and contacted by technicians regarding work-related issues when he was off
15 the clock, and sometimes on weekends. Defendants also required Plaintiff to perform work during
16 uncompensated meal periods and rest periods. Additionally, Defendants automatically deducted
17 thirty (30) minutes a day for meal breaks resulting in uncompensated hours worked off the clock
18 on days Plaintiff took a shorter meal break or was unable to take a meal break;

19 31. By their failure to pay compensation for each hour worked as alleged above,
20 Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable
21 Wage Orders that require such compensation to non-exempt employees.

22 32. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight
23 time wages for all non-overtime hours worked for Defendants.

24 33. By and through the conduct described above, Plaintiff and the Class have been
25 deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

26 34. By virtue of the Defendants’ unlawful failure to pay additional compensation to
27 Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class
28 suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff

1 and the Class and which will be ascertained according to proof at trial.

2 35. By failing to keep adequate time records required by Labor Code § 1174(d),
3 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
4 Plaintiff and the Class.

5 36. Pursuant to Labor Code § 1194.2, Plaintiff and the Class are entitled to recover
6 liquidated damages (double damages) for Defendants' failure to pay minimum wages.

7 37. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
8 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§
9 218.5, 218.6, and 1194(a).

10 **SECOND CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Pay Overtime Wages)**

12 38. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
13 paragraphs.

14 39. California Labor Code §§510, 1194 and 1198 require employers to pay at least
15 minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and
16 one-half times the regular rate of pay for more than eight hours in one workday or more than forty
17 hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at
18 least twice the regular rate of pay for work in excess of twelve hours in one workday or work in
19 excess of eight hours on any seventh day of work in a single workweek.

20 40. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt
21 employees and regularly worked more than eight hours in a workday and/or more than forty (40)
22 hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194,
23 and the applicable IWC Wage Order. Defendants failed to compensate Plaintiff for all overtime
24 hours worked as required under the foregoing provision of the California Labor Code and IWC
25 Wage Order by, among other things: failing to pay overtime at one and one-half or double the
26 regular rate of pay; requiring, permitting or suffering Plaintiff to work off the clock; requiring,
27 permitting or suffering Plaintiff to work through meal and rest breaks but not compensating them
28 for this time and failing to include this time in their hours worked; automatically deducting thirty

(30) minutes a day for meal breaks resulting in uncompensated hours worked off the clock on days Plaintiff took a shorter meal break, or was unable to take a meal break; illegally and inaccurately recording time in which Plaintiff worked; and failing to properly maintain Plaintiff's records.

41. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class overtime compensation for the hours they have worked in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

42. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

43. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and the Class.

44. Plaintiff and the Class also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

45. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

46. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty minutes before the end of a five-hour work period during which employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; IWC Wage Orders; *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free

1 to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp.*
2 *v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities,
3 permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or
4 discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved
5 of all duty during a meal period, the meal period shall be considered an “on duty” meal period and
6 counted as time worked. (*Id.* at p. 1035.) “An employer may not undermine a formal policy of
7 providing meal breaks by pressuring employees to perform their duties in ways that omit breaks.
8 (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v.*
9 *Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy
10 that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC*
11 (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced
12 through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do
13 not countenance an employer's exerting coercion against the taking of, creating incentives to forgo,
14 or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

15 47. If an employer fails to provide an employee a meal period in accordance with the
16 law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for
17 each workday that a legally required meal period was not timely provided or was not duty-free.
18 (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an
19 employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.*
20 (2022) 13 Cal.5th 93.)

21 48. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-
22 minute meal period for each five-hour period of work as required under the foregoing provisions
23 of the California Labor Code and IWC Wage Order. For example, Plaintiff often took his meal
24 breaks late due to the necessity to help technicians with vehicle issues. Moreover, Plaintiff’s meal
25 breaks were often interrupted by phone calls from technicians. Defendants also did not provide
26 Plaintiff with the opportunity to correct noncompliant meal break hours. Additionally, Defendants
27 auto-deducted thirty minutes for a meal break every day that Plaintiff worked from Plaintiff’s
28 timesheet, even though Plaintiff did not receive a compliant meal break. By their failure to permit

1 and authorize Plaintiff and the Class to take all meal periods as alleged above (or due to the fact
2 that Defendants made it impossible or impracticable to take these uninterrupted meal periods),
3 Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage
4 Orders.

5 49. Under California law, Plaintiff and the Class are entitled to be paid one hour of
6 additional wages for each workday they were not provided with all required meal period(s), plus
7 interest thereon.

8 **FOURTH CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

10 50. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
11 paragraphs.

12 51. California Labor Code §226.7 and the applicable Industrial Welfare Commission
13 Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest
14 breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to
15 provide an employee a rest break in accordance with the applicable provisions of this order, the
16 employer shall pay the employee one hour of pay at the employee's regular rate of compensation
17 for each workday that the rest break is not provided as a rest break premium wage. Employees are
18 entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20
19 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
20 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th
21 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control
22 over how employees spend their time during rest periods. (*Augustus v. ABM Security Services,*
23 *Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises
24 during their rest periods.

25 52. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
26 Class to take rest breaks, regardless of whether employees worked more than four hours in a
27 workday. For instance, Plaintiff's rest breaks were frequently interrupted by technicians. By their
28 failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due

1 to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest
2 periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable
3 Wage Orders.

4 53. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 premium wages rate for each workday they were not provided with all required rest break(s), plus
6 interest thereon.

7 **FIFTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

9 54. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
10 paragraphs.

11 55. As set forth above, Plaintiff and the Class were required to incur substantial
12 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
13 obedience to directions of Defendants.

14 56. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiff
15 and the Class for necessary expenditures and losses incurred in direct consequence of the discharge
16 of their duties or of their obedience to directions of Defendants, including, but not limited to, the
17 use of Plaintiff's internet service for work-related communications without reimbursement.

18 57. As a result, Plaintiff and the Class were damaged at least in the amounts of the
19 expenses they paid, or which were deducted by Defendants from their wages.

20 58. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
21 of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

22 **SIXTH CAUSE OF ACTION**

23 **(Against All Defendants for Failure to Provide and Maintain**

24 **Accurate and Compliant Wage Records)**

25 59. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
26 paragraphs.

27 60. At all material times set forth herein, Labor Code § 226(a) provides that every
28 employer shall furnish each of his or her employees an accurate itemized wage statement in writing

1 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by
2 the employee, (3) the number of piece-rate units earned and any applicable piece rate if the
3 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
4 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
5 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee
6 and the last four digits of his or her social security number or an employee identification number
7 other than a social security number, (8) the name and address of the legal entity that is the
8 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
9 number of hours worked at each hourly rate by the employee.

10 61. Defendants have intentionally and willfully failed to provide employees with
11 complete and accurate wage statements compliant with these Labor Code sections. For example,
12 Plaintiff's paystubs do not list the accurate rest/meal break premiums, the remaining paid sick
13 leave balance, and all wages for all hours worked, among other things.

14 62. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiff and the Class
15 have suffered injury and damage to their statutorily protected rights.

16 63. Specifically, Plaintiff and the members of the Class have been injured by
17 Defendants' intentional violations of California §§ 226(a) because they were denied both their
18 legal right to receive, and their protected interest in receiving, accurate, itemized wage statements
19 under Labor Code § 226(a).

20 64. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
21 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as
22 a result of having to bring this action to attempt to obtain correct wage information following
23 Defendants' refusal to comply with many of the mandates of California's Labor Code and related
24 laws and regulations.

25 65. Plaintiff and the Class are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or an aggregate
27 penalty not exceeding four thousand dollars (\$4,000) per employee.

28 66. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of

attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages During Employment)

67. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

68. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and Class Members during their employment.

69. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

70. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

71. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

72. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

73. Defendants' failure to pay Plaintiff and Class Members all wages due violates Labor Code section 204. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

EIGHTH CAUSE OF ACTION

(Against All Defendants for Failure to Timely Pay Wages upon Separation of Employment)

74. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

75. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

76. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other member will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

77. Defendants' failure to pay those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

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

79. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum

pursuant to Labor Code § 203.

80. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

NINTH CAUSE OF ACTION

(Against All Defendants for Violations of California Business & Professions Code §§ 17200, et seq.)

81. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

82. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

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

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

85. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated on the violation of any state or federal law. All of the acts described above in the foregoing causes of action are unlawful and in violation of public policy; and are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et seq.

86. By and through their unfair, unlawful, and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

87. Plaintiff and the Class Members suffered monetary injury as a direct result of

Defendants' wrongful conduct.

88. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

89. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

90. Plaintiff, individually, and on behalf of members of the putative class, has no plain, speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff, individually, and on behalf of members of the putative Class, has suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

91. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance, and other withholdings.

92. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

TENTH CAUSE OF ACTION

**(By Plaintiff Against All Defendants for Civil Penalties Under the Private Attorneys
General Act of 2004, Cal. Lab. Code § 2698, et seq.)**

93. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

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

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

96. On December 3, 2024, Plaintiff gave written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff and current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number is LWDA-CM-1064834-24 (*Dominick Gittens v. Famand Inc. dba Indoor Environmental Services*). More than 65 days passed, and The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

97. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil penalties on behalf of Plaintiff, the State of California, and similarly situated Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is an amount to be

1 shown according to proof at trial. These penalties are in addition to all other remedies permitted
2 by law.

3 98. In addition, Plaintiff seeks an award of reasonable attorneys' fees and costs pursuant to
4 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
5 be entitled to an award of reasonable attorney's fees and costs."

6 **PRAYER FOR RELIEF**

7 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
8 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

9 **CLASS CERTIFICATION**

10 99. That this action be certified as a class action with respect to all of its causes of
11 action;

12 100. That Plaintiff be appointed as the representatives of the Class; and,

13 101. That counsel for Plaintiff be appointed as Class Counsel.

14 **AS TO THE FIRST CAUSE OF ACTION**

15 102. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order
17 by willfully failing to pay minimum wages and/or straight time wages to Plaintiff and Class
18 Members;

19 103. For general unpaid wages and such general and special damages as may be
20 appropriate;

21 104. For pre-judgment interest on any unpaid compensation from the date such amounts
22 were due, or as otherwise provided by law;

23 105. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
24 California Labor Code section 1194(a);

25 106. For liquidated damages pursuant to California Labor Code section 1194.2; and

26 107. For such other and further relief as the Court may deem equitable and appropriate.

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AS TO THE SECOND CAUSE OF ACTION

108. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and Class Members;

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

110. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due, or as otherwise provided by law;

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

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

AS TO THE THIRD CAUSE OF ACTION

113. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by willfully failing to provide all meal periods to Plaintiff and Class Members;

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

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

116. For premiums pursuant to California Labor Code section 226.7(c);

117. For pre-judgment interest on any unpaid meal period premiums from the date such amounts were due, or as otherwise provided by law;

118. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE FOURTH CAUSE OF ACTION

120. That That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and Class Members to take all rest periods;

121. That the Court make an award to Plaintiff and Class Members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

123. For premiums pursuant to California Labor Code section 226.7(c);

124. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

125. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

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

AS TO THE FIFTH CAUSE OF ACTION

127. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and Class Members;

128. For unpaid business-related expenses and such general and special damages as may be appropriate;

129. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

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

131. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

AS TO THE SIXTH CAUSE OF ACTION

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

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

- 1 135. For injunctive relief pursuant to California Labor Code section 226(h);
2 136. For statutory penalties pursuant to California Labor Code section 226(e);
3 137. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
4 and
5 138. For such other and further relief as the Court may deem equitable and appropriate.

6 **AS TO THE SEVENTH CAUSE OF ACTION**

7 139. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime
9 wages, minimum wages, meal and rest period premium wages during their employment;

10 140. For all actual, consequential and incidental losses and damages, according to proof;

11 141. For statutory penalties according to proof pursuant to California Labor Code section
12 210;

13 142. For pre-judgment interest on any unpaid wages from the date such amounts were
14 due, or as otherwise provided by law;

15 143. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
16 or as otherwise provided by law; and

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

18 **AS TO THE EIGHTH CAUSE OF ACTION**

19 144. That the Court declare, adjudge and decree that Defendants violated California
20 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
21 meal and rest period premiums, and/or sick leave pay owed at the time of termination of the
22 employment of Plaintiff and other terminated Class Members;

23 145. For all actual, consequential and incidental losses and damages, according to proof;

24 146. For waiting time penalties according to proof pursuant to California Labor Code
25 section 203 for all employees who have left Defendants' employ;

26 147. For pre-judgment interest on any unpaid wages from the date such amounts were
27 due, or as otherwise provided by law;

28 148. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,

1 or as otherwise provided by law; and

2 149. For such other and further relief as the Court may deem equitable and appropriate.

3 **AS TO THE NINTH CAUSE OF ACTION**

4 150. That the Court declare, adjudge, and decree that Defendants violated California
5 Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiff and Class Members
6 all overtime wages due to them, failing to provide Plaintiff and Class Members all minimum wages
7 due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize
8 and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and
9 Class Members accurate and complete wage statements, failing to maintain accurate payroll
10 records for Plaintiff and Class Members, failing to timely pay Plaintiff and Class Members all
11 earned wages during employment, and failing to reimburse Plaintiff and Class Members for
12 business-related expenses, constitutes an unlawful business practice in violation of California
13 Business and Professions Code sections 17200, et seq.;

14 151. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
15 interest from the day such amounts were due and payable;

16 152. For the appointment of a receiver to receive, manage and distribute all funds
17 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
18 result of violations of California Business & Professions Code §§ 17200 et seq.; and

19 153. For injunctive relief to ensure compliance with this section, pursuant to California
20 Business & Professions Code §§ 17200, et seq.

21 **AS TO THE TENTH CAUSE OF ACTION**

22 154. That the Court declare, adjudge and decree that Defendants violated the
23 California Labor Code by failing to pay wages for all hours worked (including minimum, straight
24 time, and overtime), failing to provide meal periods and pay the correct amount of meal period
25 premium wages, failing to authorize and permit rest periods and pay the correct amount of rest
26 period premium wages, failing to pay all earned wages twice per month, failing to maintain
27 accurate records of hours worked and meal periods, failing to pay all final wages to terminated
28

employees, failing to furnish accurate wage statements, and failure to indemnify employees for necessary business expenditures;

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

156. For all civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

157. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

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

AS TO ALL CAUSES OF ACTION

159. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due or as provided by law;

160. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5 and/or Labor Code § 1194(a) and/or Labor Code § 2699(g) or as otherwise provided by law as to all causes of action that allow recovery of attorney's fees;

161. For a trial by jury as to all causes of action triable by jury; and

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

Respectfully submitted,

Dated: February 11, 2025

WILSHIRE LAW FIRM

m. desario

By: _____

Molly DeSario, Esq.
James Yoo, Esq.
Ruby Carrera, Esq.
Pavel Rukavishnikov, Esq.

Attorneys for Plaintiff

1 **PROOF OF SERVICE**

2 I, **Manuel Martinez**, state that I am employed in the aforesaid County, State of
3 California; I am over the age of eighteen years and not a party to the within action; my business
4 address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010.

5 On **February 11, 2025**, I served the foregoing document on the interested parties as
6 addressed below and via one of the methods of service set forth below:

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

8 Boris Sorsher
9 Ashton M. Riley
10 Harrison M. Zator
11 FISHER & PHILLIPS LLP
12 2050 Main Street, Suite 1000
13 Irvine, California 92614
14 Telephone: (949) 851-2424
15 Facsimile: (949) 851-0152
16 Emails: bsorsher@fisherphillips.com; ariley@fisherphillips.com; hzator@fisherphillips.com

17 Attorneys for Defendants
18 FAMAND, INC., DBA INDOOR ENVIRONMENTAL SERVICES
19 and FAMAND HOLDING COMPANY, INC.

20 **(By Mail)** I declare that I am readily familiar with the firm's practice of collection and processing
21 correspondence for mailing. Under that practice it would be deposited with the U.S. postal service on that
22 same day with postage thereon fully prepaid at Los Angeles, California, in the ordinary course of business. I
23 am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
24 meter date is more than one day after date of deposit for mailing in affidavit.

25 **[X] (By E-mail or Electronic Transmission)** Based on Cal. Code Civ. Proc. § 1013(g), a court order, or an
26 agreement of the parties to accept service by e-mail or electronic transmission, I caused the documents to be
27 sent to the persons at the e-mail addresses listed below. I did not receive, within a reasonable time after the
28 transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 11, 2025, at Los Angeles, California.



Manuel Martinez