

1 David Mara, Esq. (230498)
2 Jill Vecchi, Esq. (299333)
3 **MARA LAW FIRM, PC**
4 2650 Camino Del Rio North, Suite 302
5 San Diego, California 92108
6 Telephone: (619) 234-2833
7 Facsimile: (619) 234-4048
8 Email: dmara@maralawfirm.com
9 jvecchi@maralawfirm.com

10 Attorneys for MANUEL BALUX OCH and PEDRO GARCIA ALFEREZ, on behalf of
11 themselves, all others similarly situated, and on behalf of the general public

12 *Additional Counsel on Next Page*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 MANUEL BALUX OCH and PEDRO
16 GARCIA ALFEREZ on behalf of
17 themselves, all others similarly situated, and
18 on behalf of the general public,

19 Plaintiffs,

20 v.

21 SAC PROFLOORS; and DOES 1-100,

22 Defendants.

Case No. 23CV031860
(Consolidated with Case No. 23CV039543)

**PLAINTIFFS' FIRST AMENDED CLASS
ACTION COMPLAINT FOR DAMAGES,
INJUNCTIVE RELIEF, DECLARATORY
RELIEF, AND RESTITUTION**

- 1) **Failure to Pay All Straight Time Wages;**
- 2) **Failure to Pay All Overtime Wages;**
- 3) **Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, IWC Wage Order No. 16-2001(10); Cal. Code Regs., tit. 8 § 11160);**
- 4) **Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 16-2001(11); Cal. Code Regs. Title 8 § 11160);**
- 5) **Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Lab. Code §§ 233, 234, 246);**
- 6) **Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);**
- 7) **Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203); and,**
- 8) **Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).**

DEMAND FOR JURY TRIAL

1 Peter Horton, Esq. (227678)
phorton@lfecr.com
2 **LAWYERS FOR EMPLOYEE**
AND CONSUMER RIGHTS, APC
3 4100 West Alameda Avenue, Third Floor
Burbank, California 91505
4 Telephone: (323) 486-5101
Facsimile: (323) 306-5571

5 Jonathan Melmed, Esq. (SBN 290218)
jm@melmedlaw.com
6 Laura Supanich, Esq. (SBN 314805)
lms@melmedlaw.com
7 Michiko Vartanian, Esq. (SBN 323979)
mv@melmedlaw.com
8 Maria Burciaga, Esq. (SBN 334545)
mb@melmedlaw.com
9 **MELMED LAW GROUP P.C.**
10 1801 Century Park East, Suite 850
Los Angeles, California 90067
11 Telephone: (310) 824-3828
Facsimile: (310) 862-6851

12 Attorneys for MANUEL BALUX OCH and PEDRO GARCIA ALFEREZ, on behalf of
13 themselves, all others similarly situated, and on behalf of the general public

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Plaintiffs MANUEL BALUX OCH and PEDRO GARCIA ALFEREZ, on behalf of themselves,
2 all others similarly situated, and on behalf of the general public, complains of Defendant SAC
3 PROFLOORS (“Defendant”) and/or DOES and for causes of action and alleges:

4 1. This is a class action pursuant to *California Code of Civil Procedure* section 382 on behalf
5 of Plaintiffs and all non-exempt employees who are presently or were formerly employed
6 by Defendant and/or DOES and/or their subsidiaries or affiliated companies and/or
7 predecessors within the State of California and who perform or performed flooring
8 installations and/or repairs for Defendant and/or DOES.

9 2. Defendant and/or DOES provide services to multi-family residences including flooring
10 installation and repairs in both their residential and communal areas. Defendant’s and/or
11 DOES’ services include extended hours, same day installations, and weekend installations.

12 3. Defendant is a California corporation that operates out of locations in California, including
13 its principal place of business in Livermore, California, which is in Alameda County.

14 4. At all times mentioned herein, Defendant and/or DOES have conducted business in
15 Alameda County and elsewhere within California.

16 5. At all times mentioned herein, Defendant and/or DOES, within the State of California,
17 have, among other things, employed current and former non-exempt employees who
18 perform flooring installations and/or repairs.

19 6. Throughout the time period that includes the four (4) years prior to filing this action to the
20 present (the “Statutory Period”), Defendant and/or DOES have maintained uniform
21 policies that violate the wage and hour rights of Plaintiffs and similarly situated non-
22 exempt employees in the manner complained of herein.

23 7. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
24 and/or practice of not paying Plaintiffs and similarly situated non-exempt employees for
25 all of the hours they worked, including, but not limited to, rounding, before “shifts” start,
26 after “shifts” end, during meal periods, and/or any other time in the day when the
27 employees were performing work tasks, subject to the control of Defendant and/or DOES
28 and/or otherwise had work duties that went unpaid. Defendant and/or DOES fails to keep

1 accurate time records of Plaintiffs' and the Class Members' time. Instead of having
2 employees record their hours worked, Defendant and/or DOES have supervisors record
3 time for the employees they supervise. This leads to employees having inaccurate times
4 recorded and fewer recorded hours than employees actually work. As such, Plaintiffs and
5 the Class Members are not paid for all of the hours they work and are owed additional
6 wages. Defendant's and/or DOES' failure to pay Plaintiffs and the Class Members for all
7 hours worked while under Defendant's and/or DOES' control and/or while suffered or
8 permitted to work has resulted in non-exempt employees being deprived of straight time
9 and/or overtime wages.

10 8. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
11 and/or practice of not paying Plaintiffs and similarly situated non-exempt employees for
12 all of the hours they worked in that Defendant and/or DOES continuously and consistently
13 clocked Plaintiffs and the Class Members out for a thirty (30) minute meal period and/or
14 otherwise recorded a meal period, even though Plaintiff and the Class Members work
15 through their meal periods and/or were unable to take meal periods. Thus, Defendant and/or
16 DOES shaves/steals earned wages from Plaintiffs and the Class Members every day they
17 work without a meal period and have time deducted.

18 9. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
19 and/or practice of not paying Plaintiffs and similarly situated non-exempt employees for
20 all of the hours they worked because Defendant and/or DOES breached the legal duty to
21 pay full wages to Plaintiffs and the Class Members by deducting a portion of the wages
22 earned by Plaintiffs and the Class Members when they worked through their meal periods
23 and/or when Defendant and/or DOES recorded a meal period for Plaintiffs and the Class
24 Members when no meal period was taken. Specifically, Plaintiffs and the Class Members
25 worked through their meal periods to satisfy their demanding work duties imposed by
26 Defendant and/or DOES, thereby denying them the right to be completely free from
27 employer control under California law.

28 10. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy

1 and/or practice of not paying Plaintiffs and similarly situated non-exempt employees for
2 all of the hours they worked at the agreed upon or statutory minimum wage. Defendant
3 and/or DOES pays Plaintiffs and the Class Members on a piece-rate basis, which
4 compensates based on the job (*i.e.* employees are only paid when they complete a flooring
5 installation). Defendant and/or DOES failed to separately compensate Plaintiffs and the
6 Class Members for nonproductive time and/or rest periods, which violates California Labor
7 Code sections 1194, 1197, 221, and 223. As such, Plaintiffs and the Class Members are not
8 paid for all hours worked.

9 11. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
10 and/or practice implementing an unlawful piece rate compensation plan that violates
11 California’s “no borrowing rule.” Rest periods are considered hours worked and must be
12 compensated. However, Defendant’s and/or DOES’ piece-rate plan fails to separately
13 compensate for rest periods and/or nonproductive time. Under the California minimum
14 wage law, employees must also be compensated for each hour worked at either the legal
15 minimum wage or the contractual hourly rate, and compliance cannot be determined by
16 averaging hourly compensation. Here, Defendant and/or DOES “borrow” from Plaintiffs’
17 and the Class Members’ piece-rate earnings to supplement their hourly pay in order to
18 satisfy their minimum wage obligations. Averaging of all wages paid under a piece rate
19 plan, within a particular pay period, in order to determine whether the employer complied
20 with its minimum wage obligations is not permitted under these circumstances, for to do
21 so would result in the employer paying the employees less than the contract rate for those
22 activities which the piece rate plan requires payment of a specified amount equal to or
23 greater than the minimum wage, in violation of *California Labor Code* sections 221 - 223.

24 12. Throughout the Statutory Period, in addition to “Regular” and “Overtime” earnings,
25 Defendant and/or DOES also compensated Plaintiffs and the Class Members with
26 “PERFORMANCE” and “BREAK TIME” payments. All “Regular,” “PERFORMANCE,”
27 and “BREAK TIME” payments should have been factored in Plaintiffs’ and the Class
28 Members’ regular rate of pay. Defendant’s and/or DOES’ failure to pay Plaintiffs and the

1 Class Members at the appropriate regular rate of pay resulted in Plaintiffs and the Class
2 Members not being paid all overtime wages owed to them.

3 13. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy
4 and/or practice of not paying Plaintiffs and similarly situated non-exempt employees all
5 wages owed because Defendant and/or DOES failed to pay Plaintiffs and the Class
6 Members at the appropriate regular rate of pay for all overtime hours worked. Specifically,
7 Defendant and/or DOES failed to incorporate payment for all hours worked and bonuses
8 employees were paid when calculating employees' regular rate of pay for purposes of
9 paying overtime compensation. Plaintiffs and the Class Members are paid non-
10 discretionary performance bonuses, yet these bonuses were not included in employees'
11 regular rate of pay.

12 14. Throughout the Statutory Period, Defendant and/or DOES breached the legal duty to
13 provide meal periods to employees by imposing a continuous and consistent policy of
14 requiring non-exempt employees within the State of California, including Plaintiffs, to
15 work through their meal periods to satisfy the demanding workload duties imposed by
16 Defendant and/or DOES, thereby denying Plaintiffs and the Class Members of the right to
17 be completely free from employer control under California law. Defendant and/or DOES
18 further fail to pay such employees one (1) hour of pay at the employees' regular rate of
19 compensation for each workday that the meal period is not provided, or other
20 compensation, as required by California's state wage and hour laws.

21 15. Throughout the Statutory Period, Defendant and/or DOES instituted a consistent
22 policy/practice of not providing second meal periods to Plaintiffs and similarly situated
23 non-exempt employees working shifts of ten (10) or more hours in a day and/or providing
24 compensation in lieu thereof.

25 16. Throughout the Statutory Period, Defendant and/or DOES have had a consistent policy of
26 requiring non-exempt employees within the State of California, including Plaintiffs, to
27 work over ten (10) hours without providing an additional, uninterrupted meal period of
28 thirty (30) minutes and failing to pay such employees one (1) hour of pay at the employees'

- 1 regular rate of compensation for each workday that the meal period is not provided, or
2 other compensation, as required by California’s state wage and hour laws.
- 3 17. Throughout the Statutory Period, Defendant and/or DOES fail to keep accurate records of
4 meal periods. Instead of having employees record their hours worked, including meal
5 period time, Defendant and/or DOES has supervisors record time for the employees they
6 supervise. This leads to employees having inaccurate times recorded, including meal period
7 times.
- 8 18. Throughout the Statutory Period, Defendant and/or DOES breached the legal duty to
9 provide rest periods to employees by imposing a continuous and consistent policy of
10 requiring Plaintiffs and the Class Members to work through their rest periods to satisfy the
11 demanding workload duties imposed by Defendant and/or DOES, thereby denying
12 Plaintiffs and the Class Members of the right to be completely free from employer control
13 under California law.
- 14 19. Throughout the Statutory Period, Defendant and/or DOES have a continuous policy and
15 practice that fails to provide Plaintiffs and the Class Members with rest periods “at the rate
16 of ten (10) minutes net rest time per four (4) hours or major fraction thereof.” Specifically,
17 Defendant and/or DOES do not provide Plaintiffs and the Class Members with rest periods
18 consisting of ten (10) minutes net rest time, nor does Defendant and/or DOES provide them
19 with a rest period per four (4) hours worked or major fraction thereof.
- 20 20. Throughout the Statutory Period, the Defendant and/or DOES operate under an absence
21 control policy that counts sick leave taken pursuant to *California Labor Code* section 233
22 as an unauthorized absence. Thus, Defendant’s and/or DOES’ sick pay policy punishes
23 Plaintiffs and Class Members for use of protected and appropriate sick leave.
- 24 21. Throughout the Statutory Period, Defendant’s and/or DOES’ sick pay policy fails to pay
25 Plaintiffs and Class Members sick pay for all appropriate and protected purposes
26 enumerated in *California Labor Code* sections 233, 234, and 246, and fail to provide
27 written notice setting forth the amount of sick leave available for use to Plaintiffs and the
28 Class Members either in their wage statements or in a separate writing provided to them

- 1 on their designated pay dates.
- 2 22. Throughout the Statutory Period, Defendant's and/or DOES' non-exempt employees,
3 including Plaintiffs, were not provided with accurate and itemized employee wage
4 statements.
- 5 23. Throughout the Statutory Period, Defendant and/or DOES failed to comply with *California*
6 *Labor Code* section 226, subdivision (a), by itemizing in wage statements all hourly
7 compensation and accurately reporting total hours worked by Plaintiffs and the members
8 of the proposed class. Plaintiffs and members of the proposed class are entitled to penalties
9 not to exceed \$4,000 for each employee pursuant to Labor Code section 226(b).
- 10 24. Throughout the Statutory Period, Defendant and/or DOES have failed to comply with IWC
11 Wage Order 16-2001(6) by failing to maintain accurate time records showing hourly
12 compensation, when the employee begins and ends each workday, when the employee
13 begins and ends their meal periods, and total daily hours worked by itemizing in wage
14 statements and accurately reporting total hours worked by Plaintiffs and members of the
15 proposed class.
- 16 25. Throughout the Statutory Period, Defendant's and/or DOES' failure to retain accurate
17 records of total hours worked by Plaintiffs and the proposed class was willful and
18 deliberate, was a continuous breach of Defendant's and/or DOES' duty owed to Plaintiffs
19 and the proposed class.
- 20 26. Throughout the Statutory Period, Defendant and/or DOES knowingly and intentionally did
21 not accurately itemize the total piece-rate units and the rate at which they were to be paid
22 on wage statements as *California Labor Code* section 226, subsection (a), requires.
- 23 27. Throughout the Statutory Period, on employees' wage statements, Defendant and/or DOES
24 have also failed to correctly provide the name of the legal entity that employs Plaintiffs and
25 the Class Members by citing their employer as "SACPROFLOORS." There is no legal
26 entity registered with the California Secretary of State by that name. The closest legal entity
27 registered with the California Secretary of State is "SAC PROFLOORS." Therefore, the
28 legal entity employing Plaintiffs and Class Members have not been itemized on their wage

- 1 statements in compliance with *California Labor Code* section 226(a).
- 2 28. Throughout the Statutory Period, Defendant and/or DOES fail to include the amount of
3 sick leave available for use on employees' itemized wage statements.
- 4 29. Throughout the Statutory Period, Defendant's and/or DOES' employees, including
5 Plaintiffs those similarly situated, were not timely paid all wages owed to them at the time
6 of termination and/or within seventy-two (72) hours of their leaving Defendant's and/or
7 DOES' employ in violation of *California Labor Code* sections 201 and 202. For example,
8 Plaintiff MANUEL BALUX OCH's employment with Defendant and/or DOES ended on
9 or about February 7, 2023. Plaintiff MANUEL BALUX OCH did not receive his final
10 paycheck within seventy-two (72) hours of terminating his employment with Defendant
11 and/or DOES. Plaintiff MANUEL BALUX OCH did not receive his final paycheck until
12 the next regularly scheduled pay date, approximately one (1) week later.
- 13 30. Defendant and/or DOES are and were aware that Plaintiffs and members of the proposed
14 class were not paid all straight time and minimum wages owed, nor provided meal and rest
15 periods. Defendant's and/or DOES' denial of wages and other compensation due to
16 Plaintiffs and members of the proposed class was willful and deliberate.
- 17 31. Throughout the Statutory Period, Defendant and/or DOES, by failing to lawfully pay
18 Plaintiffs and those similarly situated all the wages they are owed, engaged in false, unfair,
19 fraudulent and deceptive business practices within the meaning of the Business and
20 Professions Code section 17200, et seq.
- 21 32. Throughout the Statutory Period, Defendant's and/or DOES' employees, including
22 Plaintiffs and those similarly situated were not provided all wages owed, meal periods and
23 rest periods or compensation in lieu thereof, and sick pay/paid time off as mandated under
24 the California Labor Code, and the implementing rules and regulations of the Industrial
25 Welfare Commissions ("IWC") California Wage Orders.
- 26 33. Defendant and/or DOES, each and collectively, controlled the wages, hours, and working
27 conditions of Plaintiffs and the proposed class, creating a joint-employer relationship over
28 Plaintiffs and the proposed class.

1 34. Plaintiffs, on behalf of themselves and all of Defendant's and/or DOES' non-exempt
2 employees who performed installations and/or repairs and who were employed at any time
3 during the Statutory Period brings this action pursuant to *California Labor Code* sections
4 201-203, 218, 218.5, 222, 223, 224, 226, subd. (b), 226.3, 226.7, 233, 234, 246, 510, 512,
5 515, 558, 1194, 1194.2, 1197, and *California Code of Regulations*, Title 8, sections 11160
6 and 3395, seeking unpaid wages, penalties, injunctive and other equitable relief, and
7 reasonable attorneys' fees and costs.

8 35. Plaintiffs, on behalf of themselves and all of Defendant's and/or DOES' non-exempt
9 employees who performed installations and/or repairs and who were employed at any time
10 during the Statutory Period, pursuant to *California Business and Professions Code* sections
11 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits
12 Defendant and/or DOES enjoyed from their failure to pay all straight time wages, overtime
13 wages, and meal and rest period compensation as well as their failure to adopt a compliant
14 sick pay and/or paid time off policy.

15 **I. VENUE**

16 36. Venue as to each Defendant and/or DOES is proper in this judicial district, pursuant to
17 *California Code of Civil Procedure* section 395. Defendant and/or DOES conduct business
18 and commit *California Labor Code* violations within Alameda County, and each
19 Defendant and/or DOE is within California for service of process purposes. The unlawful
20 acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the
21 State of California and within Alameda County. Defendant and/or DOES employ
22 numerous non-exempt employees who perform and/or performed work for Defendant in
23 Alameda County, California during the Statutory Period.

24 **II. PARTIES**

25 **A. Plaintiffs.**

26 37. Throughout the Statutory Period, Plaintiff MANUEL BALUX OCH is and was a resident
27 of California. During the Statutory Period, Plaintiff MANUEL BALUX OCH was
28 employed by Defendant and/or DOES in California as a floor installer and performed work

1 in Alameda County.

2 38. Throughout the Statutory Period, Plaintiff PEDRO GARCIA ALFEREZ is and was a
3 resident of California. During the Statutory Period, Plaintiff PEDRO GARCIA ALFEREZ
4 was employed by Defendant and/or DOES in California.

5 39. Plaintiff and the proposed class of similarly situated non-exempt employees are covered
6 by, inter alia, California IWC Occupational Wage Order No. 16-2001, and Title 8,
7 *California Code of Regulations*, section 11160.

8 **B. Defendants.**

9 40. At all relevant times herein, Defendant and/or DOES engage in the ownership and
10 operation of the corporation to serve Defendant's and/or DOES' customers in the State of
11 California. In particular, Defendant and/or DOES provide services to multi-family
12 residences including flooring installation and repairs in both their residential and
13 communal areas. Defendant's and/or DOES' services include extended hours, same day
14 installations, and weekend installations.

15 41. On information and belief, Defendant and/or DOES exercised control over the wages,
16 hours, and/or working conditions of Plaintiffs and members of the proposed class
17 throughout the liability period.

18 42. Defendant and/or DOES employ non-exempt employees.

19 43. Defendant is a California corporation that operates out of locations in California, including
20 its principal place of business in Livermore, California, which is in Alameda County.

21 44. At all times mentioned herein, Defendant and/or DOES have conducted business in
22 Alameda County and elsewhere within California.

23 45. At all times mentioned herein, Defendant and/or DOES, within the State of California,
24 have, among other things, employed current and former non-exempt employees.

25 46. The true names and capacities, whether individual, corporate, associate, or otherwise, of
26 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiffs, who therefore
27 sues these Defendants by such fictitious names under *California Code of Civil Procedure*
28 section 474. Plaintiffs are informed and believe, and based thereon allege, that each of the

1 Defendants designated herein as a DOE is legally responsible in some manner for the
2 unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint
3 to reflect the true names and capacities of the Defendants designated hereinafter as DOES
4 when such identities become known.

5 47. Plaintiffs are informed and believe, and based thereon allege, that each Defendant and/or
6 DOE acted in all respects pertinent to this action as the agent of the other Defendants and/or
7 DOES, carried out a joint scheme, business plan or policy in all respects pertinent hereto,
8 and the acts of each Defendants and/or DOES are legally attributable to the other
9 Defendants and/or DOES.

10 **III. CLASS ACTION ALLEGATIONS**

11 48. Plaintiffs bring this action on behalf of themselves and all others similarly situated as a
12 class action pursuant to section 382 of the *California Code of Civil Procedure*. Plaintiffs
13 seek to represent a Class composed of and defined as follows:

14
15 All individuals who are employed or have been employed by
16 Defendant and/or DOES in the State of California as non-exempt
17 employees who performed installations and/or repairs at any time
18 during the period of the relevant statute of limitations. (“Class
19 Members”)

20
21 Plaintiffs also seek to represent subclasses composed of and defined as follows:

22
23 All Class Members who worked one (1) or more shifts in excess of
24 five (5) hours.

25
26 All Class Members who worked one (1) or more shifts in excess of
27 six (6) hours.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

All Class Members who worked one (1) or more shifts in excess of ten (10) hours.

All Class Members who worked one (1) or more shifts in excess of twelve (12) hours.

All Class Members who worked one (1) or more shifts in excess of two (2) hours.

All Class Members who worked one (1) or more shifts in excess of three and one-half (3.5) hours, but less than or equal to six (6) hours.

All Class Members who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All Class Members who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

All Class Members who performed work tasks and were not paid for this time.

All Class Members who were not paid the proper regular rate of pay for overtime hours.

All Class Members who had their work time and/or meal period time recorded by their supervisor and/or manager.

All Class Members who were not paid wages for meal periods.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

All Class Members who were not provided sick pay and/or paid time off in accordance with California law.

All Class Members who separated their employment from Defendants.

49. Plaintiffs reserve the right under Rule 1855, subdivision (b), *California Rules of Court*, to amend or modify the Class description with greater specificity or further division into subclasses or limitation to particular issues.

50. This action has been brought and may properly be maintained as a class action under the provisions of *California Code of Civil Procedure* section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity.

51. The potential members of the Class as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant and/or DOES currently employ, and during the liability period employed, over one hundred (100) Class Members in Alameda County during the liability period and who are or have been affected by Defendant's and/or DOES' policies of failure to pay all straight and overtime wages owed, failure to provide meal and/or rest periods without the appropriate legal compensation, failure to implement a lawful sick pay policy, willful failure to pay all wages due at time of separation from employment, and knowing and intentional failure to provide accurate and itemized employee wage statements. Accounting for employee turnover during the relevant periods increases this number substantially. Upon information and belief, Plaintiffs allege Defendant's and/or DOES' employment records will provide information as to the number and location of all Class Members. Joinder of all members of

1 the proposed Class is not practicable.

2 **B. Commonality.**

3 52. There are questions of law and fact common to the Class that predominate over any
4 questions affecting only individual Class Members. These common questions of law and
5 fact include, without limitation:

6 (1) Whether Defendant and/or DOES violated the *California*
7 *Labor Code* and/or applicable IWC Wage Orders in failing to pay its
8 employees all earned wages at the regular rate for all hours worked.

9 (2) Whether Defendant and/or DOES failed to pay employees
10 the proper regular rate of pay.

11 (3) Whether Defendant's and/or DOES' implemented uniform
12 policies and/or practices whereby employees were pressured and/or
13 incentivized to forego taking meal and/or rest periods.

14 (4) Whether Defendant's and/or DOES' violated *California*
15 *Labor Code* section 226.7, IWC Wage Order No. 16-2001 or other
16 applicable IWC Wage Orders, and/or *California Code of Regulations*, Title
17 8, section 11160, by failing to authorize, permit, and/or provide thirty (30)
18 minute meal periods before the end of the fifth hour worked and/or failing
19 to pay said employees one (1) hour of pay at the employee's regular rate of
20 compensation for each work day that the rest period was not authorized,
21 permitted and/or provided.

22 (5) Whether Defendant and/or DOES violated *California Labor*
23 *Code* section 226.7, IWC Wage Order No. 16-2001 or other applicable IWC
24 Wage Orders, and/or *California Code of Regulations*, Title 8, section
25 11160, by failing to authorize, permit, and/or provide ten (10) minute rest
26 periods to its employees for every four (4) hours or major fraction thereof
27 worked and/or failing to pay said employees one (1) hour of pay at the
28 employee's regular rate of compensation for each work day that the rest

1 period was not authorized, permitted and/or provided.

2 (6) Whether Defendant and/or DOES violated *California Labor*
3 *Code* sections 233 and 234 by adopting uniform policies and/or practices
4 which counts sick leave taken pursuant to *California Labor Code* section
5 233 as an unauthorized absence that may result in discipline, discharge,
6 demotion, or termination.

7 (7) Whether Defendant and/or DOES violated *California Labor*
8 *Code* section 246 by having uniform policies and/or practices of failing to
9 provide Class Members wage statements itemizing the amount of
10 accrued/available sick leave.

11 (8) Whether Defendant and/or DOES have uniform policies
12 and/or practices of failing to provide employees accurate and itemized wage
13 statements.

14 (9) Whether Defendant and/or DOES willfully fail to pay, in a
15 timely manner, wages owed to members of the proposed Class who left
16 Defendant's and/or DOES' employ or who were terminated.

17 (10) Whether Defendant and/or DOES violated *California Labor*
18 *Code* section 203, which provides for the assessment of a penalty against
19 the employer, by willfully failing to timely pay all wages owed to Class
20 Members who left Defendant and/or DOES' employ or who were
21 terminated.

22 53. The answer to each of these respective questions will generate a common answer capable
23 of resolving class-wide liability in one stroke.

24 54. Said common questions predominate over any individualized issues and/or questions
25 affecting only individual members.

26 C. **Typicality.**

27 55. The claims of the named Plaintiffs are typical of the claims of the proposed Class. Plaintiffs
28 and all members of the proposed Class sustained injuries and damages arising out of and

1 caused by Defendant's and/or DOES' common course of conduct in violation of laws and
2 regulations that have the force and effect of law and statutes as alleged.

3 56. Plaintiffs were subjected to the same uniform policies and/or practices complained of
4 herein that affected all such employees. Thus, as Plaintiffs were subjected to the same
5 unlawful policies and practices as all employees, his claims are typical of the class he seeks
6 to represent.

7 **D. Adequacy of Representation.**

8 57. Plaintiffs will fairly and adequately represent and protect the interests of the members of
9 the Class.

10 58. Plaintiffs are ready and willing to take the time necessary to help litigate this case.

11 59. Plaintiffs have no conflicts that will disallow them to fairly and adequately represent and
12 protect the interests of the members of the Class.

13 60. Counsel who represent Plaintiffs are competent and experienced in litigating large
14 employment class actions.

15 61. Specifically, David Mara, Esq., and Jill Vecchi, Esq. of Mara Law Firm, PC; Peter Horton,
16 Esq. of Lawyers for Employee and Consumer Rights; and Jonathan Melmed, Esq., Laura
17 Supanich, Esq., Michiko Vartanian, Esq., and Maria Burciago, Esq. of Melmed Law Group
18 P.C. are California lawyers in good standing.

19 62. Counsel who represent Plaintiffs are competent and experienced in litigating large
20 employment class actions.

21 63. Counsel who represent Plaintiffs have been named class counsel in numerous cases.

22 64. Counsel who represent Plaintiffs' practice is primarily focused on representing classes,
23 large and small, on the basis of *California Labor Code* and IWC Wage Order Violations
24 similar to those alleged herein. The attorneys at Mara Law Firm, PC, are also frequently
25 called upon to and do author amicus briefs on behalf of the Consumer Attorneys of
26 California on cases in the appellate courts and Supreme Court of California involving
27 important issues relating to those alleged herein.

28 65. Counsel who represent Plaintiffs have the resources to take this case to trial and judgment,

1 if necessary.

2 66. The lawyers representing Plaintiffs have the experience, ability, and ways and means to
3 vigorously prosecute this case.

4 **E. Superiority of Class Action.**

5 67. A class action is superior to other available means for the fair and efficient adjudication of
6 this controversy. Individual joinder of all Class Members is not practicable, and questions
7 of law and fact common to the Class predominate over any questions affecting only
8 individual members of the Class. Each member of the Class has been damaged and is
9 entitled to recovery by reason of Defendant's and/or DOES' illegal policies and/or
10 practices of failing to pay all straight time and overtime wages owed, failing to provide
11 meal periods, failing to permit or authorize rest periods, failing to adopt a lawful sick
12 pay/paid time off policy, knowingly and intentionally failing to comply with wage
13 statement requirements, and failing to pay all wages due at termination.

14 68. Class action treatment will allow those similarly situated persons to litigate their claims in
15 the manner that is most efficient and economical for the parties and the judicial system.
16 Plaintiffs are unaware of any difficulties that are likely to be encountered in the
17 management of this action that would preclude its maintenance as a class action.

18 69. Because such common questions predominate over any individualized issues and/or
19 questions affecting only individual members, class resolution is superior to other methods
20 for fair and efficient adjudication.

21 **IV. CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay All**
23 **Straight Time Wages**

24 70. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
25 and every other paragraph in this Complaint herein as if fully plead.

26 71. Defendant and/or DOES have had a continuous policy of not paying Plaintiffs and those
27 similarly situated for all hours worked.

28 72. It is fundamental that an employer must pay its employees for all time worked. *California*

1 *Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages.
2 *California Labor Code* section 222 prohibits the withholding of part of a wage. *California*
3 *Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage
4 scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum
5 wage. *California Labor Code* section 1194 states that an employee receiving less than the
6 legal minimum wage is entitled to recover in a civil action the unpaid balance of the full
7 amount of this minimum wage. *California Labor Code* section 1194.2 states that an
8 employee receiving less than the legal minimum wage is entitled to recover liquidated
9 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
10 *California Labor Code* section 224 only permits deductions from wages when the
11 employer is required or empowered to do so by state or federal law or when the deduction
12 is expressly authorized in writing by the employee for specified purposes that do not have
13 the effect of reducing the agreed upon wage.

14 73. Plaintiffs and those similarly situated Class Members were employed by Defendant and/or
15 DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiffs
16 and the Class Members for all hours worked and were prohibited from making deductions
17 that had the effect of reducing the agreed upon wage.

18 74. Defendant and/or DOES have had a continuous policy of not paying Plaintiffs and those
19 similarly situated for all hours worked in that Defendant and/or DOES has not paid for all
20 the time Plaintiffs and the Class Members worked throughout the day, including, but not
21 limited to rounding, before “shifts” start, after “shifts” end, during meal periods, and/or
22 any other time in the day when the employees were performing work tasks, subject to the
23 control of Defendant and/or DOES and/or otherwise had work duties that went unpaid.

24 75. Defendant and/or DOES fail to keep accurate time records of Plaintiffs’ and the Class
25 Members’ time. Instead of having employees record their hours worked, Defendant and/or
26 DOES have supervisors record time for the employees they supervise. This leads to
27 employees having inaccurate times recorded and fewer recorded hours than they actually
28 work. As such, Plaintiffs and the Class Members are not paid for all of the hours they work

1 and are owed additional wages.

2 76. Additionally, Defendant and/or DOES have had a continuous policy of not paying
3 Plaintiffs and the Class Members for all hours worked in that Defendant and/or DOES
4 continuously and consistently clocked Plaintiffs and the Class Members out for a thirty
5 (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiffs
6 and the Class Members work through their meal periods and/or were unable to take meal
7 periods. Thus, Defendant and/or DOES shaves/steals earned wages from Plaintiffs and the
8 Class Members every day they work without a meal period and have time deducted.

9 77. Likewise, Plaintiffs and the Class Members are informed and believe and thereon allege
10 that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiffs and the
11 Class Members by deducting a portion of the wages earned by Plaintiffs and the Class
12 Members when they worked through their meal periods and/or when Defendant and/or
13 DOES recorded a meal period for Plaintiffs and the Class Members when no meal period
14 was taken. Specifically, Plaintiffs and the Class Members worked through their meal
15 periods to satisfy their demanding work duties imposed by Defendant and/or DOES,
16 thereby denying them the right to be completely free from employer control under
17 California law.

18 78. Alternatively, Plaintiffs and the Class Members are not paid wages at the agreed upon or
19 statutory minimum wage for all hours worked. Defendant and/or DOES pays Plaintiffs and
20 the Class Members on a piece-rate basis, which compensates based on the job (i.e.
21 employees are only paid when they complete a flooring installation). Defendant and/or
22 DOES failed to separately compensate Plaintiffs and the Class Members for nonproductive
23 time and/or rest periods, which violates California Labor Code sections 1194, 1197, 221,
24 and 223. As such, Plaintiffs and the Class Members are not paid for all hours worked.

25 79. Defendant's and/or DOES' unlawful piece rate compensation plan violates California's
26 "no borrowing rule." Rest periods are considered hours worked and must be compensated.
27 However, Defendant's and/or DOES' piece-rate plan fails to separately compensate for rest
28 periods and/or nonproductive time. Under the California minimum wage law, employees

1 must also be compensated for each hour worked at either the legal minimum wage or the
2 contractual hourly rate, and compliance cannot be determined by averaging hourly
3 compensation. Here, Defendant and/or DOES “borrows” from Plaintiffs’ and the Class
4 Members’ piece-rate earnings to supplement their hourly pay in order to satisfy their
5 minimum wage obligations. Averaging of all wages paid under a piece rate plan, within a
6 particular pay period, in order to determine whether the employer complied with its
7 minimum wage obligations is not permitted under these circumstances, for to do so would
8 result in the employer paying the employees less than the contract rate for those activities
9 which the piece rate plan requires payment of a specified amount equal to or greater than
10 the minimum wage, in violation of California Labor Code sections 221 - 223.

11 80. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with
12 the wrongful and deliberate intention of injuring Plaintiffs and the Class Members.
13 Defendant and/or DOES acted with malice or in conscious disregard of Plaintiffs’ and the
14 Class Members’ rights.

15 81. Plaintiffs and the Class Members are informed and believe and thereon allege that as a
16 direct result of Defendant’s and/or DOES’ uniform policies and/or practices, Plaintiffs and
17 the Class Members have suffered, and continue to suffer, substantial unpaid wages, and
18 lost interest on such wages, and expenses and attorneys’ fees in seeking to compel
19 Defendant and/or DOES to fully perform their obligations under state law, all to their
20 respective damage in amounts, according to proof at trial.

21 82. As a direct result of Defendant’s and/or DOES’ policy of illegal wage theft, Plaintiffs and
22 those similarly situated have been damaged in an amount to be proven at trial.

23 83. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
24 below.

25 **SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay**
26 **All Overtime Wages**

27 84. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
28 and every other paragraph in this Complaint herein as if fully plead.

- 1 85. It is fundamental that an employer must pay its employees for all time worked. *California*
2 *Labor Code* sections 218 and 218.5 provides a right of action for nonpayment of wages.
3 *California Labor Code* section 222 prohibits the withholding of part of a wage. *California*
4 *Labor Code* section 223 prohibits the payment of less than a statutory or contractual wage
5 scale. *California Labor Code* section 1197 prohibits the payment of less than the minimum
6 wage. *California Labor Code* section 224 only permits deductions from wages when the
7 employer is required or empowered to do so by state or federal law or when the deduction
8 is expressly authorized in writing by the employee for specified purposes that do not have
9 the effect of reducing the agreed upon wage.
- 10 86. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's
11 work. Any work in excess of eight (8) hours in one workday and any work in excess of
12 forty (40) hours in any one workweek and the first eight (8) hours worked on the seventh
13 (7th) day of work in any one workweek shall be compensated at the rate of no less than
14 one and one-half (1.5) times the regular rate of pay for an employee.
- 15 87. *California Labor Code* section 510 further dictates that any work in excess of twelve (12)
16 hours in one day shall be compensated at the rate of no less than two (2) times the regular
17 rate of pay for an employee. In addition, any work in excess of eight (8) hours on any
18 seventh (7th) day of a workweek shall be compensated at the rate of no less than two (2)
19 times the regular rate of pay of an employee.
- 20 88. Defendant and/or DOES have a continuous policy of failing to pay at the overtime rate
21 when employees worked over eight (8) hours per day and when employees worked over
22 forty (40) hours per week. Defendant and/or DOES failed to pay Plaintiffs and the Class
23 Members for all hours worked, including hours worked over eight (8) hours in a day and
24 forty (40) hours in a week.
- 25 89. Plaintiffs and those similarly situated Class Members were employed by Defendant and/or
26 DOES at all relevant times. Defendant and/or DOES were required to compensate Plaintiffs
27 and the Class Members for all overtime hours worked and were prohibited from making
28 deductions that had the effect of reducing the agreed upon wage.

- 1 90. Defendant and/or DOES fail to pay for the overtime that was due, pursuant to IWC Wage
2 Order No. 16-2001, item 3(A).
- 3 91. Defendant and/or DOES have had a continuous policy of not paying Plaintiffs and those
4 similarly situated for all hours worked in that Defendant and/or DOES has not paid for all
5 the time Plaintiffs and the Class Members worked throughout the day, including, but not
6 limited to rounding, before “shifts” start, after “shifts” end, during meal periods, and/or
7 any other time in the day when the employees were performing work tasks, subject to the
8 control of Defendant and/or DOES and/or otherwise had work duties that went unpaid.
9 Because Plaintiffs and the Class Members work shifts lasting over eight (8) hours, these
10 unpaid hours would qualify for the overtime rate.
- 11 92. Defendant and/or DOES fail to keep accurate time records of Plaintiffs’ and the Class
12 Members’ time. Instead of having employees record their hours worked, Defendant and/or
13 DOES have supervisors record time for the employees they supervise. This leads to
14 employees having inaccurate times recorded and fewer recorded hours than they actually
15 work. As such, Plaintiffs and the Class Members are not paid for all of the hours they work
16 and are owed additional wages. Because Plaintiffs and the Class Members work shifts
17 lasting over eight (8) hours, these unpaid hours would qualify for the overtime rate.
- 18 93. Additionally, Defendant and/or DOES have had a continuous policy of not paying
19 Plaintiffs and the Class Members for all hours worked in that Defendant and/or DOES
20 continuously and consistently clocked Plaintiffs and the Class Members out for a thirty
21 (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiffs
22 and the Class Members work through their meal periods and/or were unable to take meal
23 periods. Thus, Defendant and/or DOES shaves/steals earned wages from Plaintiffs and the
24 Class Members every day they work without a meal period and have time deducted.
25 Because Plaintiffs and the Class Members work shifts lasting over eight (8) hours, these
26 unpaid hours would qualify for the overtime rate.
- 27 94. In addition, Plaintiffs and the Class Members were deprived of wages for all overtime hours
28 worked because Defendant and/or DOES failed to pay Plaintiffs and the Class Members at

1 the appropriate regular rate of pay for all overtime hours worked. Specifically, Defendant
2 and/or DOES failed to incorporate payment for all hours worked and bonuses employees
3 were paid when calculating employees' regular rate of pay for purposes of paying overtime
4 compensation. Plaintiffs and the Class Members are paid non-discretionary performance
5 bonuses, yet these bonuses were not included in employees' regular rate of pay.

6 95. Alternatively, Plaintiffs and the Class Members are not paid wages at the agreed upon or
7 statutory minimum wage for all hours worked. Defendant and/or DOES pays Plaintiffs and
8 the Class Members on a piece-rate basis, which compensates based on the job (i.e.
9 employees are only paid when they complete a flooring installation). Defendant and/or
10 DOES failed to separately compensate Plaintiffs and the Class Members for nonproductive
11 time and/or rest periods, which violates California Labor Code sections 1194, 1197, 221,
12 and 223. As such, Plaintiffs and the Class Members are not paid for all hours worked.
13 Because Plaintiffs and the Class Members work shifts lasting over eight (8) hours, these
14 unpaid hours would qualify for the overtime rate.

15 96. In addition to "Regular" and "Overtime" earnings, Defendant and/or DOES also
16 compensated Plaintiffs and the Class Members with "PERFORMANCE" and "BREAK
17 TIME" payments. All "Regular," "PERFORMANCE," and "BREAK TIME" payments
18 should have been factored in Plaintiffs' and the Class Members' regular rate of pay.
19 Defendant's and/or DOES' failure to pay Plaintiffs and the Class Members at the
20 appropriate regular rate of pay resulted in Plaintiffs and the Class Members not being paid
21 all overtime wages owed to them.

22 97. Plaintiffs and the Class Members are informed and believe and thereon allege that as a
23 direct result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiffs and
24 the Class Members have suffered, and continue to suffer, substantial unpaid overtime
25 wages, and lost interest on such overtime wages, and expenses and attorneys' fees in
26 seeking to compel Defendant and/or DOES to fully perform their obligations under state
27 law, all to their respective damage in amounts according to proof at time of trial. Defendant
28 and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful

1 and deliberate intention on injuring Plaintiffs and the Class Members. Defendant and/or
2 DOES act with malice or in conscious disregard of Plaintiffs' and the Class Member's
3 rights. In addition to compensation, Plaintiffs are also entitled to any penalties allowed by
4 law.

5 98. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
6 below.

7 **THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Provide**
8 **Meal Periods, or Compensation in Lieu Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order**
9 **No. 16-2001(10); Cal. Code Regs., tit. 8, § 11160)**

10 99. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
11 and every other paragraph in this Complaint herein as if fully plead.

12 100. Under *California Labor Code* section 512 and IWC Wage Order No. 16-2001, no employer
13 shall employ any person for a work period of more than five (5) hours without providing a
14 meal period of not less than thirty (30) minutes. During these meal periods of not less than
15 thirty (30) minutes, the employee is to be completely free of the employer's control and
16 must not perform any work for the employer. If the employee does perform work for the
17 employer during the thirty (30) minute meal period, the employee has not been provided a
18 meal period in accordance with the law. Also, the employee is to be compensated for any
19 work performed during the thirty (30) minute meal period.

20 101. In addition, an employer may not employ an employee for a work period of more than ten
21 (10) hours per day without providing the employee with another meal period of not less
22 than thirty (30) minutes.

23 102. Under *California Labor Code* section 226.7, if the employer does not provide an employee
24 a meal period in accordance with the above requirements, the employer shall pay the
25 employee one (1) hour of pay at the employee's regular rate of compensation for each
26 workday that the meal period is not provided.

27 103. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
28 imposing a continuous and consistent policy requiring Plaintiffs and the Class Members to

1 work through their meal periods to satisfy the demanding workload duties imposed by
2 Defendant and/or DOES, thereby denying Plaintiffs and the Class Members of the right to
3 be completely free from employer control under California law.

4 104. Further, Defendant and/or DOES instituted a consistent policy/practice of not providing
5 second meal periods to Plaintiffs and all of the Class Members and/or providing
6 compensation in lieu thereof. Specifically, Plaintiffs and the Class Members are required
7 to work shifts over ten (10) hours long but never received second meal periods.

8 105. In addition, Defendant and/or DOES fail to keep accurate records of meal periods. Instead
9 of having employees record their hours worked, including meal period time, Defendant
10 and/or DOES has supervisors record time for the employees they supervise. This leads to
11 employees having inaccurate times recorded, including meal period time.

12 106. By failing to provide statutory first and/or second meal periods to non-exempt employees,
13 and by failing to provide compensation for these unprovided meal periods, as alleged
14 above, Defendant and/or DOES willfully violated the provisions of *California Labor Code*
15 sections 226.7 and 512, and Industrial Welfare Commission Order No. 16-2001 section
16 11(A).

17 107. As a result of the unlawful acts of Defendant and/or DOES, Plaintiffs and the Class they
18 seek to represent have been deprived of premium wages, in amounts to be determined at
19 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
20 attorneys' fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage
21 Order No. 16-2001. Plaintiff and the Class he seeks to represent did not willfully waive
22 their right to take meal periods through mutual consent with Defendant and/or DOES.

23 108. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
24 below.

25 ///

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to**
2 **Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 16-2001(11);**
3 **Cal. Code Regs. Title 8 § 11160)**

4 109. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
5 and every other paragraph in this Complaint herein, as if fully plead.

6 110. Under IWC Wage Order No. 16-2001, every employer shall authorize and permit all
7 employees to take rest periods, “[t]he authorized rest period time shall be based on the total
8 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked
9 or major fraction thereof.” IWC Wage Order 16-2001(11). The time spent on rest periods
10 “shall be counted as hours worked for which there shall be no deduction from wages.” *Id.*

11 111. Under *California Labor Code* section 226.7, if the employer does not provide an employee
12 a rest period in accordance with the above requirements, the employer shall pay the
13 employee one (1) hour of pay at the employee’s regular rate of compensation for each
14 workday that the rest break is not provided.

15 112. Defendant and/or DOES have had a consistent policy and/or practice of not providing duty
16 free paid ten (10) minute paid rest periods for every four (4) hours worked, or a major
17 fraction thereof, to Plaintiffs and the Class Members.

18 113. As discussed above, Defendant and/or DOES operate an unlawful piece rate compensation
19 plan. Under Defendant’s and/or DOES’ piece-rate compensation plan, Plaintiffs and the
20 Class Members are not separately compensated for their rest periods, which is required
21 under California law.

22 114. Further, Defendant and/or DOES breached the legal duty to provide rest periods to
23 employees by imposing a continuous and consistent policy of requiring Plaintiffs and the
24 Class Members to work through their rest periods to satisfy the demanding workload duties
25 imposed by Defendant and/or DOES, thereby denying Plaintiffs and the Class Members of
26 the right to be completely free from employer control under California law.

27 115. Additionally, Defendant and/or DOES have a continuous policy and practice that fails to
28 provide Plaintiffs and the Class Members with rest periods “at the rate of ten (10) minutes

1 net rest time per four (4) hours or major fraction thereof.” Specifically, Defendant and/or
2 DOES do not provide Plaintiffs and the Class Members with rest periods consisting of ten
3 (10) minutes net rest time, nor does Defendant and/or DOES provide them with a rest
4 period per four (4) hours worked or major fraction thereof.

5 116. By failing to provide rest periods for every four hours or major fraction thereof worked per
6 day by non-exempt employees, and by failing to provide compensation for these
7 unprovided rest periods, as alleged above, Defendant and/or DOES willfully violated the
8 provisions of *California Labor Code* sections 226.7 and 512, and Industrial Welfare
9 Commission Order No. 16-2001 section 11(A).

10 117. As a result of the unlawful acts of Defendant and/or DOES, Plaintiffs and the Class they
11 seek to represent have been deprived of premium wages, in amounts to be determined at
12 trial, and are entitled to recovery of such amounts, plus interest and penalties thereon,
13 attorneys’ fees and costs, pursuant to *California Labor Code* section 226.7, and IWC Wage
14 Order No. 16-2001.

15 118. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
16 below.

17 **FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Adopt**
18 **a Compliant Sick Pay/Paid Time Off Policy (Lab. Code §§ 233, 234, 246)**

19 119. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
20 and every other paragraph in this Complaint herein as if fully plead.

21 120. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July
22 1, 2015, works in California for the same employer for 30 or more days within a year from
23 the commencement of employment is entitled to paid sick days as specified in this section.”

24 121. *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, “an
25 employee shall accrue paid sick days at the rate of not less than one (1) hour per every
26 thirty (30) hours worked, beginning at the commencement of employment or the operative
27 date of this article, whichever is later.”

28 122. *California Labor Code* section 246(c) states: “An employee shall be entitled to use accrued

1 paid sick days beginning on the 90th day of employment, after which day the employee
2 may use paid sick days as they are accrued.”

3 123. *California Labor Code* section 233(c) states: “An employer shall not deny an employee
4 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any
5 manner discriminate against an employee for using, or attempting to exercise the right to
6 use, sick leave to attend to an illness or the preventive care of a family member, or for any
7 other reason specified in subdivision (a) of Section 246.5.”

8 124. *California Labor Code* section 233(d) provides relief for violations of this section, stating
9 that “[a]ny employee aggrieved by a violation of this section shall be entitled to
10 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate
11 equitable relief.”

12 125. *California Labor Code* section 234 further forbids employers from adopting an “absence
13 control policy that counts sick leave taken pursuant to Section 233 as an absence that may
14 lead to or result in discipline, discharge, demotion, or suspension is a per se violation of
15 Section 233. An employee working under this policy is entitled to appropriate legal and
16 equitable relief pursuant to Section 233.”

17 126. *California Labor Code* section 246(k) provides that, “[a]n employee may determine how
18 much paid sick leave they need to use, provided that an employer may set a renewable
19 minimum increment, not to exceed two hours, for the use of paid sick leave.”

20 127. *California Labor Code* section 246(i) requires that “[a]n employer shall provide an
21 employee with written notice that sets forth the amount of paid sick leave available, or paid
22 time off leave an employer provides in lieu of sick leave, for use on either the employee’s
23 itemized wage statement described in Section 226 or in a separate writing provided on the
24 designated pay date with the employee’s payment of wages.”

25 128. Defendant and/or DOES fail to provide Plaintiffs and Class Members with paid sick days
26 in accordance with these provisions.

27 129. Defendant and/or DOES operate under an absence control policy that counts sick leave
28 taken pursuant to *California Labor Code* section 233 as an unauthorized absence. Thus,

1 Defendant's and/or DOES' sick pay policy punishes Plaintiffs and Class Members for use
2 of protected and appropriate sick leave. Defendant and/or DOES further failed to provide
3 paid sick days for all hours worked in compliance with these sections.

4 130. In addition, Defendant and/or DOES do not provide Plaintiffs and Class Members with
5 written notice that sets forth the amount of sick leave available for use, either in Plaintiffs'
6 and Class Members' itemized wage statements or in a separate writing provided to
7 employees on the designated pay date.

8 131. Further, Defendant's and/or DOES' sick pay policy fails to pay Plaintiffs and Class
9 Members sick pay for all appropriate and protected purposes enumerated in *California*
10 *Labor Code* sections 233, 234, and 246.

11 132. As a result of the unlawful acts of Defendant and/or DOES, Plaintiffs and the Class they
12 seek to represent have been incurred damages, in amounts to be determined at trial, and are
13 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees
14 and costs, pursuant to *California Labor Code* sections 233, 234, and 246.

15 133. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
16 below.

17 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Knowing and**
18 **Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab.**
19 **Code §§ 226, 246, 1174, 1175; IWC Wage Order No. 16-2001; Cal. Code Regs., Title 8, §**
20 **11160)**

21 134. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
22 and every other paragraph in this Complaint herein as if fully plead.

23 135. *California Labor Code* section 226(a) requires Defendant and/or DOES to, inter alia,
24 itemize in wage statements and accurately report the total hours worked and total wages
25 earned. Defendant and/or DOES have knowingly and intentionally failed to comply with
26 *California Labor Code* section 226, subdivision (a), on each and every wage statement
27 provided to Plaintiffs and members of the proposed Class.

28 136. *California Labor Code* section 1174 requires Defendant and/or DOES to maintain and

1 preserve, in a centralized location, records showing the daily hours worked by and the
2 wages paid to its employees. Defendant and/or DOES have knowingly and intentionally
3 failed to comply with *California Labor Code* section 1174. The failure of Defendant and/or
4 DOES, and each of them, to comply with *California Labor Code* section 1174 is unlawful
5 pursuant to *California Labor Code* section 1175.

6 137. Defendant and/or DOES fail to maintain accurate time records - as required by IWC Wage
7 Order No. 16-2001(6), and *California Code of Regulations* Title 8 section 11160 - showing,
8 among other things, when the employee begins and ends each work period, when the
9 employee begins and ends each meal period, the total daily hours worked in itemized wage
10 statements, total wages, bonuses and/or incentives earned, and all deductions made.

11 138. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor
12 in excess of the normal work period shall be paid no later than the payday for the next
13 regular payroll period.” An employer complies with *California Labor Code* section 226(a)
14 “if hours worked in excess of the normal work period during the current pay period are
15 itemized as corrections on the paystub for the next regular pay period. Any corrections set
16 out in a subsequently issued paystub shall state the inclusive dates of the pay period for
17 which the employer is correcting its initial report of hours worked.”

18 139. *California Labor Code* section 226(a) also requires that “deductions made from payment
19 of wages shall be recorded in ink or other indelible form, properly dates, showing the
20 month, day, and year, and a copy of the statement and the record of the deductions shall be
21 kept on file by the employer for at least three years at the place of employment or at a
22 central location within the State of California” to itemize in wage statements and to
23 accurately report the total hours worked and total wages earned.

24 140. Defendant and/or DOES have knowingly and intentionally failed to provide Plaintiffs and
25 the Class Members with accurate itemized wage statements which show: “(1) gross wages
26 earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units
27 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
28 deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and only the last four
3 digits of his or her social security number or an employee identification number other than
4 a social security number, (8) the name and address of the legal entity that is the employer
5 and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section
6 1682, the name and address of the legal entity that secured the services of the employer,
7 and (9) all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee[.]” Cal. Lab. Code § 226(a).

9 141. Defendant and/or DOES have knowingly and intentionally failed to comply with
10 *California Labor Code* section 226(a) by failing to list all of the required information on
11 each and every wage statement provided to Plaintiffs and Class Members.

12 142. In every pay period during the period of the relevant statute of limitations, Defendant
13 and/or DOES knowingly and intentionally did not include the gross wages earned on wage
14 statements. Defendant and/or DOES therefore knowingly and intentionally failed to
15 itemize the gross wages earned on Plaintiffs’ and the Class Members’ wage statements
16 throughout the relevant statute of limitations.

17 143. In every pay period during the period of the relevant statute of limitations, Defendant
18 and/or DOES knowingly and intentionally did not itemize the total hours worked on wage
19 statements as *California Labor Code* section 226, subsection (a), requires. In every pay
20 period during the period of the relevant statute of limitations, Defendant and/or DOES
21 knowingly and intentionally did not include the total hours worked on wage statements.
22 Defendant and/or DOES therefore knowingly and intentionally failed to itemize the total
23 hours worked on Plaintiffs’ and Class Members’ wage statements. Further, Plaintiffs and
24 Class Members are unable to determine the total hours worked based on the data provided
25 on their wage statements.

26 144. Defendant and/or DOES have a continuous policy of not paying Plaintiffs and the Class
27 Members for all hours worked in that Defendant and/or DOES have not paid for all the
28 time Plaintiffs and Class Members worked throughout the day, including, but not limited

1 to rounding, before “shifts” start, after “shifts” end, during meal periods, and/or any other
2 time in the day when the employees were performing work tasks, subject to the control of
3 Defendant and/or DOES and/or otherwise had work duties that went unpaid. Defendant
4 and/or DOES further operate under a piece-rate plan that fails to separately compensate for
5 rest periods and/or nonproductive time. Also, Plaintiffs and Class Members are not relieved
6 of all duties and employer control during their meal periods, and, thus, are owed wages for
7 meal period time during with they are subject to Defendant’s and/or DOES’ control and
8 during which they are not free from all work duties. In addition, Defendant and/or DOES
9 failed to pay all meal and rest period premiums owed to Plaintiffs and Class Members. As
10 Defendant and/or DOES knew or had reason to know Plaintiffs and Class Members were
11 owed compensation for this time, Defendant and/or DOES knowingly and intentionally
12 failed to comply with *California Labor Code* section 226, subdivision (a).

13 145. Additionally, in every pay period during the period of the relevant statute of limitations,
14 Defendant and/or DOES knowingly and intentionally did not accurately itemize the total
15 piece-rate units and the rate at which they were to be paid on wage statements as *California*
16 *Labor Code* section 226, subsection (a), requires. In every pay period during the period of
17 the relevant statute of limitations, Defendant and/or DOES, through its unlawful piece-rate
18 policy, knowingly and intentionally would pay Plaintiffs and Class Members less than what
19 they were promised for each piece-rate unit in order to satisfy its own minimum wage
20 obligations. Defendant and/or DOES therefore knowingly and intentionally failed to
21 accurately itemize the total piece-rate units and the rate at which they were to be paid on
22 Plaintiffs’ and Class Members’ wage statements.

23 146. Further, in every pay period during the period of the relevant statute of limitations,
24 Defendant and/or DOES knowingly and intentionally did not include all applicable hourly
25 rates on employees’ wage statements.

26 147. Defendant and/or DOES have also failed to correctly provide the name of the legal entity
27 that employs Plaintiffs and the Class Members by citing their employer as
28 “SACPROFLOORS.” There is no legal entity registered with the California Secretary of

1 State by that name. The closest legal entity registered with the California Secretary of State
2 is “SAC PROFLOORS.” Therefore, the legal entity employing Plaintiffs and Class
3 Members have not been itemized on their wage statements in compliance
4 with *California Labor Code* section 226(a).

5 148. In addition, throughout the Statutory Period, Defendant and/or DOES do not provide
6 Plaintiffs and Class Members with written notice that sets forth the amount of sick leave
7 available for use, either in Plaintiffs’ and Class Members’ itemized wage statements or in
8 a separate writing provided to employees on the designated pay date.

9 149. Throughout the Statutory Period, as a result of the knowing and intentional failure by
10 Defendant and/or DOES to comply with itemized employee wage statement provisions,
11 Plaintiffs and the Class Members have been able to reconstruct only a reasonable estimate
12 of the hours worked and have, therefore, not received full compensation.

13 150. Further, in addition to any penalties levied upon Defendant and/or DOES for their failure
14 to comply with *California Labor Code* section 226 subdivision (a)’s requirement to provide
15 Plaintiffs and the Class Members accurate, itemized wage statements, *California Labor*
16 *Code* section 226.3 assesses additional penalties for the failure to keep the records required
17 in subdivision (a) of Section 226. *California Labor Code* section 226 subdivision (a)
18 requires Defendant and/or DOES to maintain records that “accurately shows all of the
19 information required by this subdivision.” Defendant and/or DOES have violated its
20 statutory duty to maintain records for Plaintiffs and the Class Members that contain all of
21 the information under *California Labor Code* section 226(a)(1) through (9).

22 151. As a direct result of Defendant’s and/or DOES’ unlawful acts, Plaintiffs and the Class they
23 intend to represent have been damaged and are entitled to recovery of such amounts, plus
24 interest thereon, attorneys’ fees, and costs, pursuant to *California Labor Code* section 226.

25 152. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
26 below.

27 ///

28 ///

1 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Failure to Pay**

2 **All Wages Due at the Time of Termination from Employment (Lab. Code §§ 201-203)**

3 153. Plaintiffs and those similarly situated Class members hereby incorporate by reference each
4 and every other paragraph in this Complaint herein as if fully plead.

5 154. Plaintiffs' employment with Defendant and/or DOES was terminated on or about February
6 7, 2023.

7 155. Whether Plaintiffs voluntarily or involuntarily terminated their employment with
8 Defendant and/or DOES, Defendants and/or DOES did not timely pay them all straight
9 time wages owed at the time of their termination.

10 156. Whether Plaintiffs voluntarily or involuntarily terminated their employment with
11 Defendant and/or DOES, Defendant and/or DOES did not timely pay them all overtime
12 wages owed at the time of their termination.

13 157. Whether Plaintiffs voluntarily or involuntarily terminated their employment with
14 Defendant and/or DOES, Defendants and/or DOES did not timely pay them meal and/or
15 rest period premiums owed at the time of their termination.

16 158. Numerous members of the Class are no longer employed by Defendant and/or DOES. They
17 were either fired or they quit Defendant's and/or DOES' employ. Defendant and/or DOES
18 did not pay all timely wages owed at the time of their termination. Defendant and/or DOES
19 did not pay all premium wages owed at the time of their termination.

20 159. *California Labor Code* sections 201 and 202 provide that if an employer discharges an
21 employee, the wages earned and unpaid at the time of discharge are due and payable
22 immediately, and if an employee quits his or her employment, his or her wages shall
23 become due and payable no later than seventy-two (72) hours thereafter, unless the
24 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which
25 case the employee is entitled to his or her wages at the time of quitting.

26 160. During the relevant time period, Defendant and/or DOES intentionally and willfully failed
27 to pay Plaintiffs and the Class Members who are no longer employed by Defendant and/or
28 DOES their wages that were earned and unpaid at the time of their termination or within

1 seventy-two (72) hours of their leaving Defendant's and/or DOES' employ in violation of
2 *California Labor Code* sections 201 and 202.

3 161. *California Labor Code* section 203 provides that, if an employer willfully fails to pay,
4 without abatement or reduction, in accordance with *California Labor Code* sections 201,
5 201.5, 202 and 205.5, any wages of an employee who is discharged or who quits, the wages
6 of the employee shall continue at the same rate, for up to thirty (30) days from the due date
7 thereof, until paid or until an action therefore is commenced.

8 162. During the relevant time period, Defendant and/or DOES intentionally and willfully failed
9 to pay the Class Members who are no longer employed by Defendant and/or DOES their
10 wages, that were earned and unpaid, within seventy-two (72) hours of their leaving
11 Defendant's and/or DOES' employ.

12 163. On information and belief, Defendant and/or DOES have a continuous policy of not
13 providing final paychecks to employees who are terminated or quit until Defendant's
14 and/or DOES' next regularly scheduled pay date.

15 164. Plaintiffs' employment with Defendant and/or DOES terminated on or about February 7,
16 2023. Yet, Plaintiffs did not receive their final paycheck within seventy-two (72) hours of
17 terminating their employment with Defendant and/or DOES. Plaintiffs did not receive their
18 final paycheck until the next regularly scheduled pay date, approximately one (1) week
19 later.

20 165. As discussed above, Defendant and/or DOES have a continuous policy of not paying
21 Plaintiffs and Class Members for all hours worked in that Defendant and/or DOES has not
22 paid for all the time Plaintiffs and Class Members worked throughout the day, including,
23 but not limited to rounding, before "shifts" start, after "shifts" end, during meal periods,
24 and/or any other time in the day when the employees were performing work tasks, subject
25 to the control of Defendant and/or DOES and/or otherwise had work duties that went
26 unpaid. Defendant and/or DOES further operate under a piece-rate plan that fails to
27 separately compensate for rest periods and/or nonproductive time. Also, Plaintiffs and
28 Class Members are not relieved of all duties and employer control during their meal

1 periods, and, thus, are owed wages for meal period time during with they are subject to
2 Defendant's and/or DOES' control and during which they are not free from all work duties.
3 In addition, Defendant and/or DOES failed to pay all meal and rest period premiums owed
4 to Plaintiffs and Class Members.

5 166. Defendant and/or DOES fail to pay Plaintiffs and Class Members a sum certain at the time
6 of their termination or within seventy-two (72) hours of their resignation and have failed
7 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of *California*
8 *Labor Code* section 203, Plaintiffs and Class Members are entitled to a penalty in the
9 amount of their daily wage, multiplied by thirty (30) days.

10 167. When Plaintiffs and those members of the Class who are former employees of Defendant
11 and/or DOES separate from Defendant's and/or DOES' employ, Defendant and/or DOES
12 willfully fail to pay all straight time wages, overtime wages, meal period premiums, and/or
13 rest period premiums owed at the time of termination.

14 168. Defendant's and/or DOES' failure to pay said wages to Plaintiffs and members of the Class
15 they seek to represent, was willful in that Defendant and/or DOES and each of them knew
16 the wages to be due, but failed to pay them.

17 169. As a consequence of Defendant's and/or DOES' willful conduct in not paying wages owed
18 at the time of separation from employment, Plaintiffs and members of the proposed Class
19 are entitled to thirty (30) days' worth of wages as a penalty under *California Labor Code*
20 section 203, together with interest thereon and attorneys' fees and costs.

21 170. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
22 below.

23 **EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of**
24 **Unfair Competition Law (California Bus. & Prof. Code, § 17200, et seq.)**

25 171. Plaintiffs and those similarly situated Class Members hereby incorporate by reference each
26 and every other paragraph in this Complaint herein as if fully plead.

27 172. Defendant and/or DOES fail to pay all straight time and overtime wages earned, fail to
28 provide compliant meal and/or rest breaks and/or compensation in lieu thereof, fail to adopt

1 a compliant sick pay policy, fail to itemize and keep accurate records, and fail to pay all
2 wages due at time of termination, as alleged herein, constitutes unlawful activity prohibited
3 by *California Business and Professions Code* section 17200, et seq.

4 173. The actions of Defendant and/or DOES in failing to pay Plaintiffs and members of the
5 proposed Class in a lawful manner, as alleged herein, constitutes false, unfair, fraudulent
6 and deceptive business practices, within the meaning of *California Business and*
7 *Professions Code* section 17200, et seq.

8 174. Plaintiffs are entitled to an injunction and other equitable relief against such unlawful
9 practices in order to prevent future damage, for which there is no adequate remedy at law,
10 and to avoid a multiplicity of lawsuits. Plaintiffs bring this cause individually and as
11 members of the general public actually harmed and as representatives of all others subject
12 to Defendant and/or DOES unlawful acts and practices.

13 175. As a result of their unlawful acts, Defendant and/or DOES have reaped and continue to
14 reap unfair benefits at the expense of Plaintiffs and the proposed Class they seek to
15 represent. Defendant and/or DOES should be enjoined from this activity and made to
16 disgorge these ill-gotten gains and restore Plaintiffs and the members of the proposed Class
17 pursuant to *California Business and Professions Code* section 17203. Plaintiffs are
18 informed and believe, and thereon allege, that Defendant and/or DOES are unjustly
19 enriched through their policy of not all wages owed to Plaintiffs and members of the
20 proposed Class.

21 176. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and members of the
22 proposed class are prejudiced by Defendant's and/or DOES' unfair trade practices.

23 177. As a direct and proximate result of the unfair business practices of Defendant and/or DOES,
24 and each of them, Plaintiffs, individually and on behalf of all employees similarly situated,
25 are entitled to equitable and injunctive relief, including full restitution and/or disgorgement
26 of all wages and premium pay which have been unlawfully withheld from Plaintiffs and
27 members of the proposed Class as a result of the business acts and practices described
28 herein and enjoining Defendant and/or DOES from engaging in the practices described

1 herein.

2 178. The illegal conduct alleged herein is continuing, and there is no indication that Defendant
3 and/or DOES will cease and desist from such activity in the future. Plaintiffs allege that if
4 Defendant and/or DOES are not enjoined from the conduct set forth in this Complaint, they
5 will continue the unlawful activity discussed herein.

6 179. Plaintiffs further request that the Court issue a preliminary and permanent injunction
7 prohibiting Defendant and/or DOES from continuing to not pay Plaintiffs and the members
8 of the proposed Class all earned but unpaid wages as discussed herein.

9 180. WHEREFORE, Plaintiffs and the Class they seek to represent request relief as described
10 below.

11 **V. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiffs pray for judgment as follows:

- 13 A. That the Court determine that this action may be maintained as a class action;
- 14 B. For compensatory damages, in an amount according to proof at trial, with interest
15 thereon;
- 16 C. For economic and/or special damages in an amount according to proof with interest
17 thereon;
- 18 D. For unpaid straight time and overtime wages, in an amount according to proof at trial,
19 with interest thereon;
- 20 E. For compensation for all time worked;
- 21 F. For compensation for not being provided paid meal periods;
- 22 G. For compensation for not being provided paid rest breaks;
- 23 H. For damages and/or monies owed for failure to comply with itemized employee wage
24 statement provisions;
- 25 I. For damages and/or monies owed for adopting an unlawful sick pay policy;
- 26 J. For all waiting time penalties owed;
- 27 K. That Defendant and/or DOES be found to have engaged in unfair competition in
28 violation of sections 17200 et seq. of the *California Business and Professions Code*;

- 1 L. That Defendant and/or DOES be ordered and enjoined to make restitution to the Class
- 2 due to their unfair competition, including disgorgement of their wrongfully withheld
- 3 wages pursuant to *California Business and Professions Code* sections 17203 and
- 4 17204;
- 5 M. That an order of specific performance of all penalties owed be issued under *California*
- 6 *Business and Professions Code* sections 17202;
- 7 N. That Defendant and/or DOES be enjoined from continuing the illegal course of
- 8 conduct, alleged herein;
- 9 O. That Defendant and/or DOES further be enjoined to cease and desist from unfair
- 10 competition in violation of section 17200 et seq. of the *California Business and*
- 11 *Professions Code*;
- 12 P. That Defendant and/or DOES be enjoined from further acts of restraint of trade or
- 13 unfair competition;
- 14 Q. For attorneys' fees;
- 15 R. For liquidated damages;
- 16 S. For interest accrued to date;
- 17 T. For costs of suit and expenses incurred herein; and
- 18 U. For any such other and further relief as the Court deems just and proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiffs demand a jury trial.

21 Dated: March 14, 2024

MARA LAW FIRM, PC

22 

23 David Mara, Esq.

24 Jill Vecchi, Esq.

25 Attorneys for Plaintiffs MANUEL BALUX OCH
26 and PEDRO GARCIA ALFEREZ on behalf of
27 themselves, all others similarly situated, and on
28 behalf of the general public