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13 Attorneys for Plaintiffs  
14 PAUL SCHWARTZENBERGER and  
15 ANTHONY PEREZ

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
17 **FOR THE COUNTY OF SACRAMENTO**  
18

19 PAUL SCHWARTZENBERGER, ANTHONY  
20 PEREZ, individually, and on behalf of other  
members of the general public similarly situated,

21 Plaintiff,

22 vs.

23 BERGER STEEL CORPORATION, a California  
24 corporation; and DOES 1 through 100, inclusive,

25 Defendants.

**FILED**  
Superior Court of California  
County of Sacramento  
10/10/2023  
V. Aleman, Deputy

Case No.: 34-2022-00319703-CU-OE-GDS

*Assigned for all purposes to the Honorable  
Laurie Damrell, Dept. 28*

**JOINT STIPULATION TO AMEND  
COMPLAINT; ~~PROPOSED~~ ORDER**

Complaint Filed: May 10, 2022  
FAC Filed: June 8, 2022  
Trial Date: Not set

JOINT STIPULATION TO AMEND COMPLAINT; ~~PROPOSED~~ ORDER



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1. The Parties have met and conferred regarding the filing of a Second Amended Complaint in this matter in order to add an additional cause of action for violation of California Labor Code § 2698, et seq. ("PAGA"). Based on the Parties' discussions, the Parties have agreed that Plaintiffs may file a Second Amended Complaint.

3. The SAC shall be deemed filed and served on Defendant as of the date of the Court's order permitting its filing.

5. The filing of the FAC is without prejudice to and does not waive Defendant's defenses to the SAC.

Dated: October 4, 2023

By: S. Emi Minne  
S. Emi Minne  
Attorneys for Plaintiffs

By:   
 Jason Schaff  
 Wendy A. Green  
 Harjeet E. Gidha  
 Attorneys for Defendant

**PROPOSED ORDER**

The Court, having received and reviewed the Joint Stipulation to Amend Complaint and the attached Proposed Second Amended Complaint, and finding good cause therefore, **HEREBY ORDERS AS FOLLOWS:**

1. Plaintiffs Paul Schwartzenberger and Anthony Perez Eric Zaragoza are granted leave to file the Second Amended Complaint attached as "Exhibit 1" to the Parties' Joint Stipulation to Amend Complaint.

2. The Second Amended Complaint shall be deemed filed as of the date of entry of this Order.

3. The Second Amended Complaint shall be deemed served on Defendant Berger Steel Corporation as of the date of entry of this Order.

4. Defendant Berger Steel Corporation's Answer to the Second Amended Complaint shall be filed within fourteen (14) calendar days of entry of this Order.

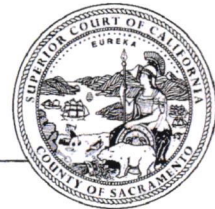
5. The filing of the Second Amended Complaint is without prejudice to and does not waive Defendant Berger Steel Corporation's defenses thereto.

IT IS SO ORDERED.

Date: 10/10/2023



The Honorable Laurie Damrell  
Judge of the Superior Court



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# **EXHIBIT 1**



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13 PAUL SCHWARTZENBERGER and  
14 ANTHONY PEREZ

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

17  
18 PAUL SCHWARTZENBERGER,  
19 ANTHONY PEREZ, individually, and on  
behalf of other members of the general public  
similarly situated;

20 Plaintiffs,

21 vs.

22 BERGER STEEL CORPORATION, a  
23 California corporation; and DOES 1 through  
100, inclusive,

24 Defendants.

Case No.: 34-2022-00319-703-CU-OE-GDS

*Assigned for all purposes to the Honorable  
Laurie Damrell, Dept. 28*

**SECOND AMENDED CLASS ACTION  
AND REPRESENTATIVE ACTION  
COMPLAINT**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code

- 1 §§ 201 and 202 (Final Wages Not  
2 Timely Paid);  
3 (6) Violation of California Labor Code  
4 § 204 (Wages Not Timely Paid  
5 During Employment);  
6 (7) Violation of California Labor Code  
7 § 226(a) (Non-Compliant Wage  
8 Statements);  
9 (8) Violation of California Labor Code  
10 § 1174(d) (Failure To Keep  
11 Requisite Payroll Records);  
12 (9) Violation of California Labor Code  
13 §§ 2800 and 2802 (Unreimbursed  
14 Business Expenses);  
15 (10) Violation of California Business &  
16 Professions Code §§ 17200, et seq.  
17 (11) Violation of Cal. Labor Code §§  
18 2698, et seq. (Private Attorneys  
19 General Act of 2004)  
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**DEMAND FOR JURY TRIAL**

COMES NOW, Plaintiff PAUL SCHWARTZENBERGER ("Plaintiff SCHWARTZENBERGER") and Plaintiff ANTHONY PEREZ ("Plaintiff PEREZ") (collectively as "Plaintiffs") individually, on behalf of other members of the general public similarly situated, and as private attorneys general, and allege as follows:

**JURISDICTION AND VENUE**

1. Plaintiffs bring this actions against Defendant BERGER STEEL CORPORATION for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendant's failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiffs' first through tenth causes of action are brought as a class action pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff's eleventh cause of action is brought by Plaintiffs as a representative action pursuant to California Labor Code sections 2698, et seq. on behalf of themselves, the State of California, and all individuals who worked for Defendant in the State of California as hourly paid and/or non-exempt employees at any time during the period commencing on August 3, 2022, and ending on the date final judgment is entered ("Aggrieved Employees"). Plaintiffs are aggrieved employees against whom one or more of the alleged violations occurred.

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

5. This Court has jurisdiction over Defendant because, upon information and



1 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or  
2 otherwise intentionally avails itself of the California market so as to render the exercise of  
3 jurisdiction over it by California courts consistent with traditional notions of fair play and  
4 substantial justice.

5 6. Venue is proper in this Court because, upon information and belief, Defendant  
6 maintains offices, has agents, employs individuals, and/or transacts business in the State of  
7 California, County of Sacramento. At all relevant times, Defendant maintained its  
8 headquarters/"nerve center" within the State of California, County of Sacramento.

9 **PARTIES**

10 7. Plaintiff PAUL SCHWARTZENBERGER is an individual residing in the State  
11 of California.

12 8. Plaintiff ANTHONY PEREZ is an individual residing in the State of California.

13 9. Defendant BERGER STEEL CORPORATION, at all times herein mentioned,  
14 was and is, upon information and belief, a California corporation and, at all times herein  
15 mentioned, an employer whose employees are engaged throughout the State of California,  
16 including the County of Sacramento.

17 10. At all relevant times, Defendant BERGER STEEL CORPORATION were the  
18 "employer" of Plaintiffs within the meaning of all applicable California laws and statutes.

19 11. At all times herein relevant, Defendants BERGER STEEL CORPORATION and  
20 DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint  
21 employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or  
22 assigns, each of the other, and at all times relevant hereto were acting within the course and  
23 scope of their authority as such agents, partners, joint venturers, joint employers,  
24 representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or  
25 omissions alleged herein were duly committed with the ratification, knowledge, permission,  
26 encouragement, authorization and/or consent of each defendant designated as a DOE herein.

27 12. The true names and capacities, whether corporate, associate, individual or  
28 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue



1 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on  
2 that information and belief allege, that each of the defendants designated as a DOE is legally  
3 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
4 the injuries and damages to Plaintiffs, the other class members, and the Aggrieved Employees  
5 as alleged in this Complaint. Plaintiffs will seek leave of court to amend this Complaint to  
6 show the true names and capacities when the same have been ascertained.

7 13. Defendant BERGER STEEL CORPORATION and DOES 1 through 100 will  
8 hereinafter collectively be referred to as "Defendants."

9 14. Plaintiffs further allege that Defendants directly or indirectly controlled or  
10 affected the working conditions, wages, working hours, and conditions of employment of  
11 Plaintiffs, the other class members, and the Aggrieved Employees so as to make each of said  
12 Defendants employers liable under the statutory provisions set forth herein.

13 **CLASS ACTION ALLEGATIONS**

14 15. Plaintiffs bring their first through tenth causes of action on their own behalf and  
15 on behalf of all other members of the general public similarly situated, and, thus, seeks class  
16 certification under California Code of Civil Procedure section 382.

17 16. The proposed class is defined as follows:

18 All current and former hourly-paid or non-exempt employees who worked for  
19 any of the Defendants within the State of California at any time during the  
20 period May 10, 2018 to final judgment and who reside in California.

21 **Subclass A:** All class members who received overtime compensation at a rate  
22 lower than their respective regular rate of pay because Defendants failed to  
23 include all shift differential pay/non-discretionary bonuses/non-discretionary  
24 performance pay in the calculation of the regular rate of pay for overtime pay  
25 purposes.

26 **Subclass B:** All class members who were required by Defendants to stay on  
27 Defendants' premises for rest breaks.

28 17. Plaintiffs reserve the right to establish additional subclasses as appropriate.

1           18.    The class is ascertainable and there is a well-defined community of interest in  
2 the litigation:

3           a.    Numerosity: The class members are so numerous that joinder of all class  
4 members is impracticable. The membership of the entire class is  
5 unknown to Plaintiffs at this time; however, the class is estimated to be  
6 greater than fifty (50) individuals and the identity of such membership is  
7 readily ascertainable by inspection of Defendants' employment records.

8           b.    Typicality: Plaintiffs' claims are typical of all other class members' as  
9 demonstrated herein. Plaintiffs will fairly and adequately protect the  
10 interests of the other class members with whom they a well-defined  
11 community of interest.

12           c.    Adequacy: Plaintiffs will fairly and adequately protect the interests of  
13 each class member, with whom they have a well-defined community of  
14 interest and typicality of claims, as demonstrated herein. Plaintiffs have  
15 no interest that is antagonistic to the other class members. Plaintiffs'  
16 attorneys, the proposed class counsel, are versed in the rules governing  
17 class action discovery, certification, and settlement. Plaintiffs have  
18 incurred, and during the pendency of this action will continue to incur,  
19 costs and attorneys' fees, that have been, are, and will be necessarily  
20 expended for the prosecution of this action for the substantial benefit of  
21 each class member.

22           d.    Superiority: A class action is superior to other available methods for the  
23 fair and efficient adjudication of this litigation because individual joinder  
24 of all class members is impractical.

25           e.    Public Policy Considerations: Certification of this lawsuit as a class  
26 action will advance public policy objectives. Employers of this great  
27 state violate employment and labor laws every day. Current employees  
28 are often afraid to assert their rights out of fear of direct or indirect



1 retaliation. However, class actions provide the class members who are  
2 not named in the complaint anonymity that allows for the vindication of  
3 their rights.

4 19. There are common questions of law and fact as to the class members that  
5 predominate over questions affecting only individual members. The following common  
6 questions of law or fact, among others, exist as to the members of the class:

- 7 a. Whether Defendants' failure to pay wages, without abatement or  
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants' had a corporate policy and practice of failing to  
10 pay their hourly-paid or non-exempt employees within the State of  
11 California for all hours worked and missed (short, late, interrupted,  
12 and/or missed altogether) meal periods and rest breaks in violation of  
13 California law;
- 14 c. Whether Defendants required Plaintiffs and the other class members to  
15 work over eight (8) hours per day and/or over forty (40) hours per week  
16 and failed to pay the legally required overtime compensation to Plaintiffs  
17 and the other class members;
- 18 d. Whether Defendants deprived Plaintiffs and the other class members of  
19 meal and/or rest periods or required Plaintiffs and the other class  
20 members to work during meal and/or rest periods without compensation;
- 21 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the  
22 other class members for all hours worked;
- 23 f. Whether Defendants failed to pay all wages due to Plaintiffs and the  
24 other class members within the required time upon their discharge or  
25 resignation;
- 26 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and  
27 the other class members during their employment;
- 28 h. Whether Defendants complied with wage reporting as required by the

- 1 California Labor Code; including, *inter alia*, section 226;
- 2 i. Whether Defendants kept complete and accurate payroll records as
- 3 required by the California Labor Code, including, *inter alia*, section
- 4 1174(d);
- 5 j. Whether Defendants failed to reimburse Plaintiffs and the other class
- 6 members for necessary business-related expenses and costs;
- 7 k. Whether Defendants' conduct was willful or reckless;
- 8 ///
- 9 l. Whether Defendants engaged in unfair business practices in violation of
- 10 California Business & Professions Code section 17200, et seq.;
- 11 m. The appropriate amount of damages, restitution, and/or monetary
- 12 penalties resulting from Defendants' violation of California law; and
- 13 n. Whether Plaintiffs and the other class members are entitled to
- 14 compensatory damages pursuant to the California Labor Code.

15 **GENERAL ALLEGATIONS**

16 20. At all relevant times set forth herein, Defendants employed Plaintiffs and other

17 persons as hourly-paid or non-exempt employees within the State of California, including the

18 County of Sacramento.

19 21. Defendants, jointly and severally, employed Plaintiff SCHWARTZENBERGER

20 as an hourly-paid, non-exempt employee, from approximately August 2018 to approximately

21 February 2020, in the State of California.

22 22. Defendants, jointly and severally, employed Plaintiff PEREZ from

23 approximately April 2019 to approximately October 2020, in the State of California.

24 23. Defendants hired Plaintiffs, the other class members, and the Aggrieved

25 Employees, classified them as hourly-paid or non-exempt employees, and failed to compensate

26 them for all hours worked and missed meal periods and/or rest breaks.

27 24. Defendants had the authority to hire and terminate Plaintiffs, the other class

28 members, and the Aggrieved Employees, to set work rules and conditions governing



1 Plaintiffs', the other class members', and the Aggrieved Employees' employment, and to  
2 supervise their daily employment activities.

3 25. Defendants exercised sufficient authority over the terms and conditions of  
4 Plaintiffs', the other class members', and the Aggrieved Employees' employment for them to  
5 be joint employers of Plaintiffs, the other class members, and the Aggrieved Employees .

6 26. Defendants directly hired and paid wages and benefits to Plaintiffs, the other  
7 class members, and the Aggrieved Employees.

8 27. Defendants continue to employ hourly-paid or non-exempt employees within the  
9 State of California.

10 28. Plaintiffs, the other class members, and the Aggrieved Employees worked over  
11 eight (8) hours in a day, and/or forty (40) hours in a week during their employment with  
12 Defendants.

13 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
14 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt  
15 employees within the State of California. This pattern and practice involved, *inter alia*, failing  
16 to pay them for all regular and/or overtime wages earned and for missed meal periods and rest  
17 breaks in violation of California law.

18 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
19 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
20 Employees were entitled to receive certain wages for overtime compensation and that they  
21 were not receiving accurate overtime compensation for all overtime hours worked.

22 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
23 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary  
24 performance pay to calculate the regular rate of pay used to calculate the overtime rate for the  
25 payment of overtime wages where Plaintiffs, the other class members, and the Aggrieved  
26 Employees earned shift differential pay/non-discretionary bonuses/non-discretionary  
27 performance pay and overtime wages in the same workweek.

28 32. Plaintiffs are informed and believe, and based thereon allege, that Defendants

1 failed to provide Plaintiffs, the other class members, and the Aggrieved Employees all required  
2 rest and meal periods during the relevant time period as required under the Industrial Welfare  
3 Commission Wage Orders and thus they are entitled to any and all applicable penalties.

4 33. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
5 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
6 Employees were entitled to receive all meal periods or payment of one additional hour of pay  
7 at Plaintiffs', the other class members', and the Aggrieved Employees' regular rate of pay  
8 when a meal period was missed, and they did not receive all meal periods or payment of one  
9 additional hour of pay at Plaintiffs', the other class members', and the Aggrieved Employees'  
10 regular rate of pay when a meal period was missed.

11 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
12 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
13 Employees were entitled to receive all rest periods or payment of one additional hour of pay at  
14 Plaintiffs', the other class members', and the Aggrieved Employees' regular rate of pay when a  
15 rest period was missed, and they did not receive all rest periods or payment of one additional  
16 hour of pay at Plaintiffs', the other class members', and the Aggrieved Employees' regular rate  
17 of pay when a rest period was missed.

18 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
19 required Plaintiffs, the other class members, and the Aggrieved Employees to remain on  
20 Defendants' premises during purported rest periods, thereby failing to relieve them of all  
21 employer control.

22 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
23 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
24 Employees were entitled to receive at least minimum wages for compensation and that they  
25 were not receiving at least minimum wages for all hours worked.

26 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
27 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
28 Employees were entitled to receive all wages owed to them upon discharge or resignation,



1 including overtime and minimum wages and meal and rest period premiums, and they did not,  
2 in fact, receive all such wages owed to them at the time of their discharge or resignation.

3 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
4 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
5 Employees were entitled to receive all wages owed to them during their employment.  
6 Plaintiffs, the other class members, and the Aggrieved Employees did not receive payment of  
7 all wages, including overtime and minimum wages and meal and rest period premiums, within  
8 any time permissible under California Labor Code section 204.

9 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
10 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
11 Employees were entitled to receive complete and accurate wage statements in accordance with  
12 California law, but, in fact, they did not receive complete and accurate wage statements from  
13 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of  
14 hours worked by Plaintiffs, the other class members, and the Aggrieved Employees.

15 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
16 knew or should have known that Defendants had to keep complete and accurate payroll records  
17 for Plaintiffs, the other class members, and the Aggrieved Employees in accordance with  
18 California law, but, in fact, did not keep complete and accurate payroll records.

19 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
20 knew or should have known that Plaintiffs, the other class members, and the Aggrieved  
21 Employees were entitled to reimbursement for necessary business-related expenses.

22 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants  
23 knew or should have known that they had a duty to compensate Plaintiffs, the other class  
24 members, and the Aggrieved Employees pursuant to California law, and that Defendants had  
25 the financial ability to pay such compensation, but willfully, knowingly, and intentionally  
26 failed to do so, and falsely represented to Plaintiffs, the other class members, and the  
27 Aggrieved Employees that they were properly denied wages, all in order to increase  
28 Defendants' profits.

1           43.     During the relevant time period, Defendants failed to pay overtime wages to  
2 Plaintiffs, the other class members, and the Aggrieved Employees for all overtime hours  
3 worked. Plaintiffs, the other class members, and the Aggrieved Employees were required to  
4 work more than eight (8) hours per day and/or forty (40) hours per week without overtime  
5 compensation for all overtime hours worked.

6           44.     During the relevant time period, Defendants failed to use the shift differential pay  
7 /non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of  
8 pay used to calculate the overtime rate for the payment of overtime wages where Plaintiffs, the  
9 other class members, and the Aggrieved Employees earned shift differential  
10 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime  
11 wages in the same

12           45.     During the relevant time period, Defendants failed to provide all requisite  
13 uninterrupted meal and rest periods to Plaintiffs, the other class members, and the Aggrieved  
14 Employees.

15           46.     During the relevant time period, Defendants required Plaintiffs, the other class  
16 members, and the Aggrieved Employees to remain on Defendants' premises during purported  
17 rest periods, thereby failing to relieve them of all employer control.

18           47.     During the relevant time period, Defendants failed to pay Plaintiffs, the other  
19 class members, and the Aggrieved Employees at least minimum wages for all hours worked.

20           48.     During the relevant time period, Defendants failed to pay Plaintiffs, the other  
21 class members, and the Aggrieved Employees all wages owed to them upon discharge or  
22 resignation.

23           49.     During the relevant time period, Defendants failed to pay Plaintiffs, the other  
24 class members, and the Aggrieved Employees all wages within any time permissible under  
25 California law, including, *inter alia*, California Labor Code section 204.

26           50.     During the relevant time period, Defendants failed to provide complete or  
27 accurate wage statements to Plaintiffs, the other class members, and the Aggrieved Employees.

28           51.     During the relevant time period, Defendants failed to keep complete or accurate



1 payroll records for Plaintiffs and the other class members.

2 52. During the relevant time period, Defendants failed to reimburse Plaintiffs, the  
3 other class members, and the Aggrieved Employees for all necessary business-related expenses  
4 and costs.

5 53. During the relevant time period, Defendants failed to properly compensate  
6 Plaintiffs, the other class members, and the Aggrieved Employees pursuant to California law in  
7 order to increase Defendants' profits.

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

11 **FIRST CAUSE OF ACTION**

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

13 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

14 55. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1  
15 through 54, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

17 56. California Labor Code section 1198 and the applicable Industrial Welfare  
18 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
19 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
20 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
21 basis.

22 57. Specifically, the applicable IWC Wage Order provides that Defendants are and  
23 were required to pay Plaintiffs and the other class members employed by Defendants, and  
24 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the  
25 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
26 than forty (40) hours in a workweek.

27 58. The applicable IWC Wage Order further provides that Defendants are and were  
28 required to pay Plaintiffs and the other class members overtime compensation at a rate of two

1 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

2 59. California Labor Code section 510 codifies the right to overtime compensation  
3 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
4 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
5 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
6 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
7 of work.

8 60. During the relevant time period, Plaintiffs and the other class members worked  
9 in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

10 61. During the relevant time period, Defendants intentionally and willfully failed to  
11 pay overtime wages owed to Plaintiffs and the other class members.

12 62. Defendants' failure to pay Plaintiffs and the other class members the unpaid  
13 balance of overtime compensation, as required by California laws, violates the provisions of  
14 California Labor Code sections 510 and 1198, and is therefore unlawful.

15 63. Pursuant to California Labor Code section 1194, Plaintiffs and the other class  
16 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
17 attorneys' fees.

18 **SECOND CAUSE OF ACTION**

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

20 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

21 64. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
22 through 63, and each and every part thereof with the same force and effect as though fully set  
23 forth herein.

24 65. At all relevant times, the IWC Order and California Labor Code sections 226.7  
25 and 512(a) were applicable to Plaintiffs' and the other class members' employment by  
26 Defendants.

27 66. At all relevant times, California Labor Code section 226.7 provides that no  
28 employer shall require an employee to work during any meal or rest period mandated by an



1 applicable order of the California IWC.

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

8 68. At all relevant times, the applicable IWC Wage Order and California Labor  
9 Code section 512(a) further provide that an employer may not require, cause or permit an  
10 employee to work for a work period of more than ten (10) hours per day without providing the  
11 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
12 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
13 be waived by mutual consent of the employer and the employee only if the first meal period  
14 was not waived.

15 69. During the relevant time period, Plaintiffs and the other class members who  
16 were scheduled to work for a period of time no longer than six (6) hours, and who did not  
17 waive their legally-mandated meal periods by mutual consent, were required to work for  
18 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
19 (30) minutes and/or rest period.

20 70. During the relevant time period, Plaintiffs and the other class members who  
21 were scheduled to work for a period of time in excess of six (6) hours were required to work  
22 for periods longer than five (5) hours without an uninterrupted meal period of not less than  
23 thirty (30) minutes and/or rest period.

24 71. During the relevant time period, Defendants intentionally and willfully required  
25 Plaintiffs and the other class members to work during meal periods and failed to compensate  
26 Plaintiffs and the other class members the full meal period premium for work performed during  
27 meal periods.

28 72. During the relevant time period, Defendants failed to pay Plaintiffs and the other

1 class members the full meal period premium due pursuant to California Labor Code section  
2 226.7.

3 73. Defendants' conduct violates applicable IWC Wage Order and California Labor  
4 Code sections 226.7 and 512(a).

5 74. Pursuant to applicable IWC Wage Order and California Labor Code section  
6 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one  
7 additional hour of pay at the employee's regular rate of compensation for each work day that  
8 the meal or rest period is not provided.

9 **THIRD CAUSE OF ACTION**

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

11 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

12 75. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
13 through 74, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 76. At all times herein set forth, the applicable IWC Wage Order and California  
16 Labor Code section 226.7 were applicable to Plaintiffs' and the other class members'  
17 employment by Defendants.

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

21 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
22 employer shall authorize and permit all employees to take rest periods, which insofar as  
23 practicable shall be in the middle of each work period" and that the "rest period time shall be  
24 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
25 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
26 (3 ½) hours.

27 79. During the relevant time period, Defendants required Plaintiffs and other class  
28 members to work four (4) or more hours without authorizing or permitting a ten (10) minute



1 rest period per each four (4) hour period worked.

2 80. During the relevant time period, Defendants willfully required Plaintiffs and the  
3 other class members to work during rest periods and failed to pay Plaintiffs and the other class  
4 members the full rest period premium for work performed during rest periods.

5 81. During the relevant time period, Defendants failed to pay Plaintiffs and the other  
6 class members the full rest period premium due pursuant to California Labor Code section  
7 226.7.

8 82. Defendants' conduct violates applicable IWC Wage Orders and California  
9 Labor Code section 226.7.

10 83. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
11 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one  
12 additional hour of pay at the employees' regular hourly rate of compensation for each work  
13 day that the rest period was not provided.

14 **FOURTH CAUSE OF ACTION**

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

16 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

17 84. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
18 through 83, and each and every part thereof with the same force and effect as though fully set  
19 forth herein.

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

23 86. During the relevant time period, Defendants failed to pay minimum wage to  
24 Plaintiffs and the other class members as required, pursuant to California Labor Code sections  
25 1194, 1197, and 1197.1.

26 87. Defendants' failure to pay Plaintiffs and the other class members the minimum  
27 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
28 those sections Plaintiffs and the other class members are entitled to recover the unpaid balance

1 of their minimum wage compensation as well as interest, costs, and attorney's fees, and  
2 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 88. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class  
4 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
5 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
6 minimum wages.

7 89. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class  
8 members are entitled to recover liquidated damages in an amount equal to the wages  
9 unlawfully unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 201 and 202)**

12 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

13 90. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
14 through 89, and each and every part thereof with the same force and effect as though fully set  
15 forth herein.

16 91. At all relevant times herein set forth, California Labor Code sections 201 and  
17 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
18 time of discharge are due and payable immediately, and if an employee quits his or her  
19 employment, his or her wages shall become due and payable not later than seventy-two (72)  
20 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
21 intention to quit, in which case the employee is entitled to his or her wages at the time of  
22 quitting.

23 92. During the relevant time period, Defendants intentionally and willfully failed to  
24 pay Plaintiffs and the other class members who are no longer employed by Defendants their  
25 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

26 93. Defendants' failure to pay Plaintiffs and the other class members who are no  
27 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)  
28 hours of their leaving Defendants' employ, is in violation of California Labor Code sections



1 201 and 202.

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

6 95. Plaintiffs and the other class members are entitled to recover from Defendants  
7 the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum  
8 pursuant to California Labor Code section 203.

9 **SIXTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 204)**

11 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

12 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
13 through 95, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 97. At all times herein set forth, California Labor Code section 204 provides that all  
16 wages earned by any person in any employment between the 1st and 15th days, inclusive, of  
17 any calendar month, other than those wages due upon termination of an employee, are due and  
18 payable between the 16th and the 26th day of the month during which the labor was  
19 performed.

20 98. At all times herein set forth, California Labor Code section 204 provides that all  
21 wages earned by any person in any employment between the 16th and the last day, inclusive,  
22 of any calendar month, other than those wages due upon termination of an employee, are due  
23 and payable between the 1st and the 10th day of the following month.

24 99. At all times herein set forth, California Labor Code section 204 provides that all  
25 wages earned for labor in excess of the normal work period shall be paid no later than the  
26 payday for the next regular payroll period.

27 100. During the relevant time period, Defendants intentionally and willfully failed to  
28 pay Plaintiffs and the other class members all wages due to them, within any time period

1 permissible under California Labor Code section 204.

2 101. Plaintiffs and the other class members are entitled to recover all remedies  
3 available for violations of California Labor Code section 204.

4 **SEVENTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 226(a))**

6 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

7 102. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
8 through 101, and each and every part thereof with the same force and effect as though fully set  
9 forth herein.

10 103. At all material times set forth herein, California Labor Code section 226(a)  
11 provides that every employer shall furnish each of his or her employees an accurate itemized  
12 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
13 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
14 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
15 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
16 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
17 his or her social security number, (8) the name and address of the legal entity that is the  
18 employer, and (9) all applicable hourly rates in effect during the pay period and the  
19 corresponding number of hours worked at each hourly rate by the employee. The deductions  
20 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
21 showing the month, day, and year, and a copy of the statement or a record of the deductions  
22 shall be kept on file by the employer for at least three years at the place of employment or at a  
23 central location within the State of California.

24 104. Defendants have intentionally and willfully failed to provide Plaintiffs and the  
25 other class members with complete and accurate wage statements. The deficiencies include,  
26 but are not limited to: the failure to include the total number of hours worked by Plaintiffs and  
27 the other class members.

28 105. As a result of Defendants' violation of California Labor Code section 226(a),



1 Plaintiffs and the other class members have suffered injury and damage to their statutorily-  
2 protected rights.

3 106. More specifically, Plaintiffs and the other class members have been injured by  
4 Defendants' intentional and willful violation of California Labor Code section 226(a) because  
5 they were denied both their legal right to receive, and their protected interest in receiving,  
6 accurate and itemized wage statements pursuant to California Labor Code section 226(a).

7 107. Plaintiffs and the other class members are entitled to recover from Defendants  
8 the greater of their actual damages caused by Defendants' failure to comply with California  
9 Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per  
10 employee.

11 108. Plaintiffs and the other class members are also entitled to injunctive relief to  
12 ensure compliance with this section, pursuant to California Labor Code section 226(h).

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of California Labor Code § 1174(d))**

15 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

16 109. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
17 through 108, and each and every part thereof with the same force and effect as though fully set  
18 forth herein.

19 110. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a  
20 central location in the state or at the plants or establishments at which employees are  
21 employed, payroll records showing the hours worked daily by and the wages paid to, and the  
22 number of piece-rate units earned by and any applicable piece rate paid to, employees  
23 employed at the respective plants or establishments. These records shall be kept in accordance  
24 with rules established for this purpose by the commission, but in any case shall be kept on file  
25 for not less than two years.

26 111. Defendants have intentionally and willfully failed to keep accurate and complete  
27 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other  
28 class members.

1 112. As a result of Defendants' violation of California Labor Code section 1174(d),  
2 Plaintiffs and the other class members have suffered injury and damage to their statutorily-  
3 protected rights.

4 113. More specifically, Plaintiffs and the other class members have been injured by  
5 Defendants' intentional and willful violation of California Labor Code section 1174(d) because  
6 they were denied both their legal right and protected interest, in having available, accurate and  
7 complete payroll records pursuant to California Labor Code section 1174(d).

8 **NINTH CAUSE OF ACTION**

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

10 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

11 114. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
12 through 113, and each and every part thereof with the same force and effect as though fully set  
13 forth herein.

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

18 116. Plaintiffs and the other class members incurred necessary business-related  
19 expenses and costs that were not fully reimbursed by Defendants.

20 117. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the  
21 other class members for all necessary business-related expenses and costs.

22 118. Plaintiffs and the other class members are entitled to recover from Defendants  
23 their business-related expenses and costs incurred during the course and scope of their  
24 employment, plus interest accrued from the date on which the employee incurred the necessary  
25 expenditures at the same rate as judgments in civil actions in the State of California.

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2 **TENTH CAUSE OF ACTION**

3 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

4 **(Against BERGER STEEL CORPORATION and DOES 1 through 100)**

5 119. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
6 through 118, and each and every part thereof with the same force and effect as though fully set  
7 forth herein.

8 120. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,  
9 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'  
10 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public  
11 interest within the meaning of Code of Civil Procedure section 1021.5.

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

15 122. A violation of California Business & Professions Code section 17200, et seq.  
16 may be predicated on the violation of any state or federal law. In this instant case, Defendants'  
17 policies and practices of requiring employees, including Plaintiffs and the other class members,  
18 to work overtime without paying them proper compensation violate California Labor Code  
19 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring  
20 employees, including Plaintiffs and the other class members, to work through their meal and  
21 rest periods without paying them proper compensation violate California Labor Code sections  
22 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate  
23 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and  
24 practices of failing to timely pay wages to Plaintiffs and the other class members violate  
25 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor  
26 Code sections 226(a), 1174(d), 2800 and 2802.

27 123. As a result of the herein described violations of California law, Defendants  
28 unlawfully gained an unfair advantage over other businesses.

124. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

125. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences May 10, 2018; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

### ELEVENTH CAUSE OF ACTION

**(Violation of California Labor Code §§ 2698, et seq.)**

(Against BERGER STEEL CORPORATION. and DOES 1 through 100)

126. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 125, and each and every part thereof with the same force and effect as though fully set forth herein.

127. Plaintiffs bring their eleventh cause of action as a representative action on behalf of themselves, the State of California, and other Aggrieved Employees in the capacity as a private attorney general pursuant to Labor Code Sections 2698, et seq. ("PAGA").

128. PAGA specifically provides for a private right of action to recover civil penalties for violations of the Labor Code as follows: "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." Cal. Lab. Code § 2699(a).

129. Plaintiffs were employed by Defendants and the Labor Code violations alleged herein were committed against them during their employment with Defendants. Accordingly, Plaintiffs are “aggrieved employees” under PAGA.



1       130. As set forth in detail herein, during all times relevant to this Action, Defendants  
2 have routinely subjected Plaintiffs and Aggrieved Employees to violations of the California  
3 Labor Codes by:

- 4       a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage  
5       compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
- 6       b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime  
7       compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
- 8       c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved  
9       Employees, and failing to pay Plaintiffs and the Aggrieved Employees an  
10       additional hour of premium pay for meal period violations in violation of Labor  
11       Code §§ 226.7 and 512.
- 12       d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to  
13       take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved  
14       Employees an additional hour of premium pay for rest period violations in  
15       violation of Labor Code §§ 226.7 and 512.
- 16       e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end  
17       of their employment in violation of Labor Code § 203.
- 18       f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed  
19       during employment in violation of Labor Code § 204.
- 20       g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,  
21       itemized wage statements in violation of Labor Code § 226.
- 22       h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved  
23       Employees' work periods, meal periods, total daily hours, hours per pay period,  
24       total wages and compensation, and applicable pay rates in violation of Labor Code  
25       § 1174(d) and the applicable IWC Wage Order.
- 26       i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary  
27       business-related expenses in violation of Labor Code §§ 2800 and 2802.

28       131. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs,

1 individually and on behalf of the State of California and the Aggrieved Employees, request and  
2 are entitled to recover civil penalties against Defendants for the Labor Code violations described  
3 above, including civil penalties under California Labor Code sections 2699, 558, 210, 226,  
4 226.3, 1174.5 and 1197.1, penalties under the applicable IWC Wage Order, and any and all  
5 additional penalties and sums as provided by the California Labor Code and/or other statutes.  
6 The exact amount of applicable penalties is in an amount to be shown according to proof at trial.

7 132. Plaintiffs have exhausted their administrative remedies pursuant to Labor Code §  
8 2699.3. On August 3, 2023, Plaintiffs, through their counsel of record, by online filing with the  
9 Labor and Workforce Development Agency ("LWDA") and by certified mail to the Defendants,  
10 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage  
11 Orders that Defendants have violated, including the facts and theories to support the violations,  
12 and of Plaintiff's intent to bring a claim for civil penalties under PAGA. Plaintiffs also paid the  
13 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, the Labor and  
14 Workforce Development Agency have not indicated that it intends to investigate the violations  
15 discussed in the notice. Accordingly, Plaintiffs may commence a civil action to recover penalties  
16 for himself and other Aggrieved Employees pursuant to Labor Code § 2699.

17 133. Plaintiffs were compelled to retain the services of counsel to file this court action  
18 to protect their interests and the Aggrieved Employees, and to assess and collect the civil  
19 penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys' fees  
20 and costs pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

#### 21 **DEMAND FOR JURY TRIAL**

22 Plaintiffs, individually, and on behalf of other members of the general public similarly  
23 situated, request a trial by jury.

#### 24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general  
26 public similarly situated, pray for relief and judgment against Defendants, jointly and  
27 severally, as follows:

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- 1           13.   For premium wages pursuant to California Labor Code section 226.7(c);  
2           14.   For pre-judgment interest on any unpaid wages from the date such amounts  
3 were due;  
4           15.   For reasonable attorneys' fees and costs of suit incurred herein; and  
5           16.   For such other and further relief as the Court may deem just and proper.

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

- 7           17.   That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
9 rest periods to Plaintiffs and the other class members;  
10          18.   That the Court make an award to Plaintiffs and the other class members of one  
11 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest  
12 period was not provided;

- 13          19.   For all actual, consequential, and incidental losses and damages, according to  
14 proof;

- 15          20.   For premium wages pursuant to California Labor Code section 226.7(c);

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

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

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

- 20          23.   That the Court declare, adjudge and decree that Defendants violated California  
21 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to  
22 Plaintiffs and the other class members;

- 23          24.   For general unpaid wages and such general and special damages as may be  
24 appropriate;

- 25          25.   For statutory wage penalties pursuant to California Labor Code section 1197.1  
26 for Plaintiffs and the other class members in the amount as may be established according to  
27 proof at trial;

- 28          26.   For pre-judgment interest on any unpaid compensation from the date such



1 amounts were due;

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

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

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

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

7 30. That the Court declare, adjudge and decree that Defendants violated California  
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
9 time of termination of the employment of Plaintiffs and the other class members no longer  
10 employed by Defendants;

11 31. For all actual, consequential, and incidental losses and damages, according to  
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for  
14 Plaintiffs and the other class members who have left Defendants' employ;

15 33. For pre-judgment interest on any unpaid compensation from the date such  
16 amounts were due; and

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

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge and decree that Defendants violated California  
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required  
21 by California Labor Code section 204 to Plaintiffs and the other class members;

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

24 37. For pre-judgment interest on any unpaid compensation from the date such  
25 amounts were due; and

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

27 **As to the Seventh Cause of Action**

28 39. That the Court declare, adjudge and decree that Defendants violated the record

1 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders  
2 as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized  
3 wage statements thereto;

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

5 41. For statutory penalties pursuant to California Labor Code section 226(e);

6 42. For injunctive relief to ensure compliance with this section, pursuant to  
7 California Labor Code section 226(h); and

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

9 **As to the Eighth Cause of Action**

10 44. That the Court declare, adjudge and decree that Defendants violated California  
11 Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records  
12 ///

13 for Plaintiffs and the other class members as required by California Labor Code section  
14 1174(d);

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

16 46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

18 **As to the Ninth Cause of Action**

19 48. That the Court declare, adjudge and decree that Defendants violated California  
20 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other  
21 class members for all necessary business-related expenses as required by California Labor  
22 Code sections 2800 and 2802;

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

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

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

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

27 **As to the Tenth Cause of Action**

28 53. That the Court decree, adjudge and decree that Defendants violated California



1 Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the  
2 other class members all overtime compensation due to them, failing to provide all meal and  
3 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to  
4 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'  
5 wages timely as required by California Labor Code section 201, 202 and 204 and by violating  
6 California Labor Code sections 226(a), 1174(d), 2800 and 2802.

7 54. For restitution of unpaid wages to Plaintiffs and all the other class members and  
8 all pre-judgment interest from the day such amounts were due and payable;

9 55. For the appointment of a receiver to receive, manage and distribute any and all  
10 funds disgorged from Defendants and determined to have been wrongfully acquired by  
11 Defendants as a result of violation of California Business and Professions Code sections  
12 17200, et seq.;

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

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

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

18 **As to the Eleventh Cause of Action**

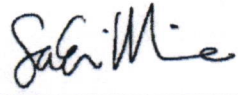
19 59. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor  
20 Code;

21 60. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,  
22 558, 210, 226, 226.3, 1174.5 and 1197.1, and all other penalties allowed by the California  
23 Labor Code and/or other applicable statutes; and

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

25 Dated: October 4, 2023

PARKER & MINNE, LLP

26  
27 By :   
28 S. Emi Minne  
Attorneys for Plaintiffs