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10 Attorneys for CESAR MENDOZA, on behalf of
11 himself, all others similarly situated, and on behalf
12 of the general public.

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF ALAMEDA**

15 CESAR MENDOZA on behalf of himself,
16 all others similarly situated, and on behalf
17 of the general public,

18 Plaintiffs,

19 v.

20 INDEPENDENT ELECTRIC SUPPLY,
21 INC. and DOES 1-100,

22 Defendants.

Case No.

RG18916575

**PLAINTIFF'S 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. 7-2001(11); Cal. Code Regs., tit. 8 § 11090);
- 4) Failure to Authorize and Permit Rest Periods (Lab. Code § 226.7; IWC Wage Order No. 7-2001(12); Cal. Code Regs. Title 8 § 11090);
- 5) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175);
- 6) Failure to Pay All Wages Due at the Time of Termination of Employment (Lab. Code §§201-203);
- 7) Failure to Reimburse/Illegal Deductions (Lab. Code §§ 221, 2802, Cal. Regs., tit. 8, § 11090(8));
- 8) Violations of the Labor Code Private Attorneys General Act of 2004 ("PAGA"); and
- 9) Violation of Unfair Competition Law (Bus. & Prof. Code § 17200, et seq.).

DEMAND FOR JURY TRIAL

**ENDORSED
FILED
ALAMEDA COUNTY**

AUG 14 2018

CLERK OF THE SUPERIOR COURT

By CURTIAN GANTER
Deputy

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Plaintiff CESAR MENDOZA, on behalf of himself, all others similarly situated, and on behalf of the general public, complains of Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES and for causes of action and alleges:

1. This is a class action pursuant to California Code of Civil Procedure section 382 on behalf of Plaintiff, CESAR MENDOZA, and all non-exempt, hourly workers who are presently or formerly employed by INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES and/or their subsidiaries or affiliated companies and/or predecessors within the State of California.
2. At all times mentioned herein, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have conducted business in Alameda County and elsewhere within California.
3. At all times mentioned herein, INDEPENDENT ELECTRIC SUPPLY, INC. and/or subsidiaries or affiliated companies and/or DOES, within the State of California, have, among other things, employed current and former non-exempt employees.
4. At all times mentioned herein, the common policies and practices of INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES were a direct cause of Defendant's and/or DOES' failure to comply with California's wage and hours laws, Wage Orders, and/or the California Labor Code, as set forth more fully within.
5. For at least four (4) years prior to the filing of this action and through to the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and its Non-Exempt Employees for all of the hours they worked.
6. For at least four (4) years prior to the filing of this action and through to the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a continuous and widespread policy of not paying Plaintiff and those similarly situated for all hours they worked, including before clocking in for their work shift, after clocking out for their work shift, and during unpaid meal periods. Further, Defendant INDEPENDENT

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ELECTRIC SUPPLY, INC. and/or DOES have had a continuous and widespread policy to shave the time Plaintiff and those similarly situated worked (referred to as “time shaving”).

7. For at least four (4) years prior to the filing of this action and through to the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a continuous and widespread policy of “clocking-out” Plaintiff and those similarly situated for thirty (30) minute meal periods, even though Plaintiff and those similarly situated were suffered and/or permitted to work during these deduction periods, thereby deducting thirty (30) minutes of paid time, including straight time and overtime.

8. For at least four (4) years prior to the filing of this action and through to the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a consistent policy and/or practice of failing to provide all straight time and overtime wages owed to Non-Exempt Employees, as mandated under the California Labor Code and the implementing rules and regulations of the Industrial Welfare Commission’s (“IWC”) California Wage Orders.

9. For at least four (4) years prior to the filing of this action and through to the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a consistent policy of requiring Non-Exempt Employees within the State of California, including Plaintiff, to work through meal periods and work at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the meal period is not provided, or other compensation, as required by California’s state wage and hour laws, and automatically deducting a half hours pay from their wages.

10. For at least four (4) years prior to filing of this action and through the present, Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES did not have a policy of allowing its hourly employees working shifts of ten (10) or more hours in a day to take a second meal period of not less than thirty (30) minutes as required by the applicable Wage Order of the IWC.

- 1 11. For at least four (4) years prior to the filing of this action and through to the present,
2 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
3 consistent policy of requiring Non-Exempt Employees within the State of California,
4 including Plaintiff, to work over ten (10) hours without providing an additional,
5 uninterrupted meal period of thirty (30) minutes and failing to pay such employees one (1)
6 hour of pay at the employees' regular rate of compensation for each workday that the meal
7 period is not provided, or other compensation, as required by California's state wage and
8 hour laws.
- 9 12. For at least four (4) years prior to the filing of this action and through to the present,
10 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
11 consistent policy and/or practice of requiring its Non-Exempt Employees within the State
12 of California, including Plaintiff, to work for over four hours, or a major fraction thereof,
13 without a 10 minute rest period, and failing to pay such employees one (1) hour of pay at
14 the employees' regular rate of compensation for each workday that the rest period is not
15 provide, or other compensation, as required by California's state wage and hour laws.
- 16 13. For at least four (4) years prior to the filing of this action and through to the present,
17 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES and/or their
18 officers and/or managing agents have had a consistent policy and/or practice of willfully
19 failing to provide to Plaintiff and its Non-Exempt Employees, accurate itemized employee
20 wage statements.
- 21 14. For at least four (4) years prior to the filing of this action and through to the present,
22 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES and/or their
23 officers and/or managing agents have had a consistent policy and/or practice of willfully
24 failing to timely pay wages owed to Plaintiff and those Non-Exempt Employees who left
25 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES employ or who
26 were terminated.
- 27 15. For at least four (4) years prior to the filing of this action and through to the present,
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1 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES, by failing to lawfully pay
2 Plaintiff and those similarly situated all the wages they are owed, engaged in false, unfair,
3 fraudulent and deceptive business practices within the meaning of the Business and
4 Professions Code section 17200, et seq.

5 16. Throughout the statutory period, INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or
6 DOES' employees, including Plaintiff and similarly situated Non-Exempt Employees,
7 were not provided all straight time and overtime wages owed, meal periods and rest
8 periods, or compensation in lieu thereof, as mandated under the California Labor Code,
9 and the implementing rules and regulations of the Industrial Welfare Commissions
10 ("IWC") California Wage Orders.

11 17. Throughout the statutory period, INDEPENDENT ELECTRIC SUPPLY, INC. and/or
12 DOES employees, including Plaintiff and similarly situated Non-Exempt Employees were
13 not provided with accurate and itemized employee wage statements.

14 18. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to comply with Labor
15 Code section 226, subdivision (a), by itemizing in wage statements all hourly compensation
16 and accurately reporting total hours worked by Plaintiff and the members of the proposed
17 class. Plaintiff and members of the proposed class are entitled to penalties not to exceed
18 \$4,000 for each employee pursuant to Labor Code section 226(b).

19 19. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have failed to comply with
20 IWC Wage Order 7-2001(7) by failing to maintain accurate time records showing hourly
21 compensation, when the employee begins and ends each work day and total daily hours
22 worked by itemizing in wage statements and accurately reporting total hours worked by
23 Plaintiff and members of the proposed class.

24 20. INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' failure to retain accurate
25 records of total hours worked by Plaintiff and the proposed class was willful and deliberate,
26 was a continuous breach of INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES'
27 duty owed to Plaintiff and the proposed class.

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1 21. Throughout the statutory period, INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or
2 DOES' employees, including Plaintiff and similarly situated Non-Exempt Employees,
3 were not timely paid all wages owed to them at the time of termination.

4 22. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES are and were aware
5 that Plaintiff and members of the proposed class were not paid all straight time and
6 overtime wages owed, nor provided meal and rest periods. Defendant INDEPENDENT
7 ELECTRIC SUPPLY, INC.'s and/or DOES' denial of wages and other compensation due
8 to Plaintiff and members of the proposed class was willful and deliberate.

9 23. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES, each and
10 collectively, controlled the wages, hours, and working conditions of Plaintiff and the
11 proposed class, creating a joint-employer relationship over Plaintiff and the proposed class.

12 24. Plaintiff CESAR MENDOZA, on behalf of himself and all of INDEPENDENT
13 ELECTRIC SUPPLY, INC.'s and/or DOES' Non-Exempt Employees, brings this action
14 pursuant to California Labor Code sections 218, 218.5, 222, 223, 224, 226, subd. (b), 226.7,
15 510, 512, 515, 558, 1194, 1197, 2802, and California Code of Regulations, Title 8, section
16 11090, seeking unpaid wages, overtime, unpaid reimbursement for business expenses,
17 meal and rest period compensation, penalties, injunctive and other equitable relief, relief
18 under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), and reasonable
19 attorneys' fees and costs.

20 25. Plaintiff CESAR MENDOZA, on behalf of himself and all putative Class members made
21 up of INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' non-exempt
22 employees, pursuant to California Business and Professions Code sections 17200-17208,
23 also seeks injunctive relief, restitution, and disgorgement of all benefits INDEPENDENT
24 ELECTRIC SUPPLY, INC. and/or DOES enjoyed from their failure to pay all straight time
25 wages, overtime wages, and meal and rest period compensation.

26 **I. VENUE**

27 26. Venue as to each Defendant, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES,
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1 is proper in this judicial district, pursuant to Code of Civil Procedure section 395.
2 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES conduct business
3 and commit Labor Code violations within Alameda County, and each Defendant and/or
4 DOE is within California for service of process purposes. The unlawful acts alleged herein
5 have a direct effect on Plaintiff and those similarly situated within the State of California
6 and within Alameda County. Defendant INDEPENDENT ELECTRIC SUPPLY, INC.
7 and/or DOES employ numerous Class members who work in Alameda County, in
8 California.

9 **II. PARTIES**

10 **A. Plaintiffs.**

11 27. At all relevant times, herein, Plaintiff CESAR MENDOZA is and was a resident of
12 California. At all relevant times, herein, he was employed by Defendant INDEPENDENT
13 ELECTRIC SUPPLY, INC. and/or DOES within the last four (4) years as a non-exempt,
14 hourly warehouse worker in California.

15 28. On or about June 8, 2018, Plaintiff filed a Notice of Labor Code Violations Pursuant to
16 Labor Code Section 2699.3 with the Labor and Workforce Development Agency
17 (“LWDA”). To date, Plaintiff has not received notice that the LWDA will be taking action
18 in response to Plaintiff’s Notice.

19 29. On information and belief, Plaintiff and all other members of the proposed class
20 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.’s and/or DOES’
21 common company policies of failing to pay all straight time and overtime wages owed.

22 30. On information and belief, Plaintiff and all other members of the proposed class
23 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.’s and/or DOES’
24 common company policies of illegally deducting wages from employees for meal periods
25 during which they were performing work.

26 31. On information and belief, Plaintiff and all other members of the proposed class
27 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.’s and/or DOES’
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1 common company policies and/or practices of failing to pay all straight time and overtime
2 wages owed and failing to provide compliant meal periods to employees before the end of
3 their fifth hour of work or a second meal period before the end of the tenth hour or work,
4 or compensation in lieu thereof.

5 32. On information and belief, Plaintiff and all other members of the proposed class
6 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES'
7 common company policies of failing to provide ten (10) minute paid rest breaks to
8 employees whom worked four (4) hours or major fractions thereof.

9 33. On information and belief, Plaintiff and all other members of the proposed class
10 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES'
11 common company policies of failing to provide Non-Exempt Employees with accurate
12 itemized wage statements. On information and belief, Defendants and/or DOES failure to
13 provide to their Non-Exempt Employees, including Plaintiff, with accurate itemized wage
14 statements was willful.

15 34. On information and belief, Plaintiff and all other members of the proposed class
16 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES'
17 common company policies of failing to timely compensate Non-Exempt Employees all
18 wages owed upon termination. On information and belief, Defendant's and/or DOES'
19 failure to pay, in a timely manner, compensation owed to Non-Exempt Employees,
20 including Plaintiff, upon termination of their employment with INDEPENDENT
21 ELECTRIC SUPPLY, INC. and/or DOES was willful.

22 35. On information and belief, Plaintiff and all other members of the proposed class
23 experienced Defendant INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES'
24 fraudulent and deceptive business practices within the meaning of the Business and
25 Professions Code section 17200, et seq.

26 36. Plaintiff and the proposed class are covered by, inter alia, California IWC Occupational
27 Wage Order No. 7-2001, and Title 8, California Code of Regulations, § 11090.
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1 **B. Defendants.**

2 37. At all relevant times herein, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES
3 engage in the ownership and operation of facilities which distributes electrical products
4 and supplies in the State of California.

5 38. INDEPENDENT ELECTRIC SUPPLY, INC. “opened in 1976 with ten employees to
6 serve electrical contractors working in the high-tech aerospace industry.” INDEPENDENT
7 ELECTRIC SUPPLY, <https://www.iesupply.com/>, (Last Visited June 8th, 2018). Since then,
8 INDEPENDENT ELECTRIC SUPPLY, INC. has opened “12 electrical supply branches
9 in Northern California and 7 branches in Arizona” and employ over “500 associates.” *Id.*
10 INDEPENDENT ELECTRIC SUPPLY, INC. has extended its services to cover two
11 specialty divisions, “Independent Power Systems” and “Independent Utility Supply.” *Id.*

12 39. In 2011, INDEPENDENT ELECTRIC SUPPLY, INC. was acquired by Sonepar USA, a
13 division of the Sonepar Group which is “recognized as the world’s largest electrical
14 distributor”, operates in 41 countries and employs “nearly 40,000 associates.” *Id.*

15 40. INDEPENDENT ELECTRIC SUPPLY, INC.’s success and expansion has been
16 encouraged and crafted by every one of its employees. Those employees should be treated
17 with respect and integrity, which INDEPENDENT ELECTRIC SUPPLY, INC.
18 immediately fails to do when it fail to pay its employees for all their time worked.

19 41. On information and belief, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES
20 exercised control over the wages, hours, and/or working conditions of Plaintiff and
21 members of the proposed class throughout the liability period.

22 42. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES principal place of business is
23 in the State of California.

24 43. The true names and capacities, whether individual, corporate, associate, or otherwise, of
25 Defendants DOES 1-100, inclusive, are presently unknown to Plaintiff, who therefore sues
26 these Defendants by such fictitious names under Code of Civil Procedure section 474.
27 Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
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1 designated herein as a DOE is legally responsible in some manner for the unlawful acts
2 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
3 true names and capacities of the Defendants designated hereinafter as DOES when such
4 identities become known.

5 44. Plaintiff is informed and believes, and based thereon alleges, 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 45. Plaintiff brings this action on behalf of himself and all others similarly situated as a class
12 action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
13 represent a Class composed of and defined as follows:

14
15 All persons who are employed or have been employed by Defendant
16 in the State of California as hourly, Non-Exempt workers during the
17 period of the relevant statute of limitations.

18
19 Plaintiff also seeks to represent subclasses composed of and defined as follows:

20
21 All persons who are or have been employed by INDEPENDENT
22 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
23 as hourly, Non-Exempt workers during the period of the relevant
24 statute of limitations, who worked one (1) or more shifts in excess
25 of five (5) hours.

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27 All persons who are or have been employed by INDEPENDENT
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1 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
2 as hourly, Non-Exempt workers during the period of the relevant
3 statute of limitations, who worked one (1) or more shifts in excess
4 of six (6) hours.

5
6 All persons who are or have been employed by INDEPENDENT
7 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
8 as hourly, Non-Exempt workers during the period of the relevant
9 statute of limitations, who worked one (1) or more shifts in excess
10 of ten (10) hours.

11
12 All persons who are or have been employed by INDEPENDENT
13 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
14 as hourly, Non-Exempt workers during the period of the relevant
15 statute of limitations, who worked one (1) or more shifts in excess
16 of twelve (12) hours.

17
18 All persons who are or have been employed by INDEPENDENT
19 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
20 as hourly, Non-Exempt workers during the period of the relevant
21 statute of limitations, who worked one (1) or more shifts in excess
22 of two (2) hours.

23
24 All persons who are or have been employed by INDEPENDENT
25 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
26 as hourly, Non-Exempt workers during the period of the relevant
27 statute of limitations, who worked one (1) or more shifts in excess
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of three (3) hour and one-half hours, but less than or equal to six (6) hours.

All persons who are or have been employed by INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of six (6) hours, but less than or equal to ten (10) hours.

All persons who are or have been employed by INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in excess of ten (10) hours.

All persons who are or have been employed by INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

All persons who are or have been employed by INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES in the State of California as hourly, Non-Exempt workers during the period of the relevant statute of limitations, who worked one (1) or more shifts in which they received a wage statement for the corresponding pay period.

1 All persons who are or have been employed by INDEPENDENT
2 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
3 as hourly, Non-Exempt workers during the period of the relevant
4 statute of limitations, who were deducted wages for meal periods.

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6 All persons who are or have been employed by INDEPENDENT
7 ELECTRIC SUPPLY, INC. and/or DOES in the State of California
8 as hourly, Non-Exempt workers during the period of the relevant
9 statute of limitations, who were not reimbursed and/or indemnified
10 for expenses in direct consequence of the discharge of their work
11 duties.

12 46. Plaintiff reserves the right under rule 1855, subdivision (b), California Rules of Court, to
13 amend or modify the Class description with greater specificity or further division into
14 subclasses or limitation to particular issues.

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

19 **A. Numerosity.**

20 48. The potential members of the Class as defined are so numerous that joinder of all the
21 members of the Class is impracticable. While the precise number of Class members has
22 not been determined at this time, Plaintiff is informed and believes that INDEPENDENT
23 ELECTRIC SUPPLY, INC. and/or DOES currently employ, and during the liability period
24 employed, over sixty (60) employees, all in the State of California, in positions as hourly
25 non-exempt employees.

26 49. Accounting for employee turnover during the relevant periods increases this number
27 substantially. Upon information and belief, Plaintiff alleges INDEPENDENT ELECTRIC
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1 SUPPLY, INC.'s and/or DOES' employment records will provide information as to the
2 number and location of all Class members. Joinder of all members of the proposed Class
3 is not practicable.

4 **B. Commonality.**

5 50. There are questions of law and fact common to the Class that predominate over any
6 questions affecting only individual Class members. These common questions of law and
7 fact include, without limitation:

8 (1) Whether INDEPENDENT ELECTRIC SUPPLY, INC.
9 and/or DOES violated the Labor Code and/or applicable IWC Wage Orders
10 in failing to pay its non-exempt workers all earned wages at the regular rate
11 for all hours worked.

12 (2) Whether INDEPENDENT ELECTRIC SUPPLY, INC.'s
13 and/or DOES' uniform policies and/or practices whereby non-exempt
14 workers were pressured and/or incentivized to forego taking meal and/or
15 rest periods.

16 (3) Whether INDEPENDENT ELECTRIC SUPPLY, INC.
17 and/or DOES violated Labor Code section 226.7, IWC Wage Order No. 7-
18 2001 or other applicable IWC Wage Orders, and/or California Code of
19 Regulations, Title 8, section 11090, by failing to authorize, permit, and/or
20 provide rest periods to its hourly, non-exempt employees for every four (4)
21 hours or major fraction thereof worked and/or failing to pay said employees
22 one (1) hour of pay at the employee's regular rate of compensation for each
23 work day that the rest period was not authorized, permitted and/or provided.

24 (4) Whether INDEPENDENT ELECTRIC SUPPLY, INC.
25 and/or DOES had uniform policies and/or practices of failing to reimburse
26 or indemnify employees for business expenses incurred as a consequence
27 of the discharge of their work duties.
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(5) Whether INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES willfully failed to pay, in a timely manner, wages owed to members of the proposed Class who left INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' employ or who were terminated.

(6) Whether INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES violated Labor Code section 203, which provides for the assessment of a penalty against the employer, by willfully failing to timely pay all wages owed to employees who left INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' employ or who were terminated.

(7) Whether INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES had uniform policies and/or practices of failing to provide employees accurate and itemized wage statements.

(8) Whether INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES had uniform policies and/or practices of failing to timely pay all wages owed to employees who left INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' employ or who were terminated.

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

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

C. Typicality.

53. The claims of the named Plaintiff are typical of the claims of the proposed class. Plaintiff and all members of the proposed class sustained injuries and damages arising out of and caused by INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged.

54. Plaintiff CESAR MENDOZA was subjected to the same uniform policies and/or practices

1 complained of herein that affected all such employees. Thus, as CESAR MENDOZA was
2 subjected to the same unlawful policies and practices as all hourly non-exempt employees,
3 his claims are typical of the class he seeks to represent.

4 **D. Adequacy of Representation.**

5 55. Plaintiff will fairly and adequately represent and protect the interests of the members of the
6 Class.

7 56. Plaintiff is ready and willing to take the time necessary to help litigate this case.

8 57. Plaintiff has no conflicts that will disallow him to fairly and adequately represent and
9 protect the interests of the members of the Class.

10 58. Counsel who represent Plaintiff are competent and experienced in litigating large
11 employment class actions.

12 59. Specifically, William Turley, Esq., David Mara, Esq., Jill Vecchi, Esq., and Matthew
13 Crawford, Esq. are California lawyers in good standing.

14 60. Mr. Turley regularly lectures lawyers on wage and hour class action issues. He has been a
15 featured speaker on many ACI Wage and Hour Class Action presentations and Consumer
16 Attorney of California Wage and Hour Class Action presentations.

17 61. Mr. Turley is listed as Amicus counsel on over 20 California Supreme Court decisions.

18 62. Mr. Turley and Mr. Mara wrote winning amicus briefs in two very worker friendly
19 California Supreme Court cases: *Augustus v. ABM Security Servs.* (2016) 2 Cal.5th 257
20 and *Williams v. Superior Court* (decided July 13, 2017).

21 63. Mr. Turley is a Past President of Consumer Attorneys of San Diego and has been elected
22 to the Board of Governors of the Consumer Attorneys of California for over 15 years. Mr.
23 Turley is currently on and has been a member of the Consumer Attorneys of California
24 Amicus Curie Committee for over 20 years.

25 64. Mr. Turley has had over 100 legal articles published, including some on California Labor
26 Code.

27 65. Mr. Turley and Mr. Mara were appointed class counsel in the landmark California Supreme
28

1 Court case, Brinker v. Superior Court and have been appointed as class counsel in many
2 California wage and hour cases, in both State Court and Federal Court.

3 66. Mr. Turley testified before the California Senate in a committee hearing on September 3,
4 2015, regarding the new piece-rate bill, California Labor Code § 226.2.

5 67. On April 12, 2016 and April 20, 2016, Mr. Turley testified in front of the California Senate
6 regarding an amendment to California Labor Code §§ 2698, *et seq*, the “Private Attorneys
7 General Act” or “PAGA.” Furthermore, Mr. Turley also participated in drafting the new
8 amendment to PAGA.

9 68. The Turley & Mara Law Firm, APLC have the resources to take this case to trial and
10 judgment, if necessary.

11 69. Mr. Turley and Mr. Mara have the experience, ability, and ways and means to vigorously
12 prosecute this case.

13 **E. Superiority of Class Action.**

14 70. A class action is superior to other available means for the fair and efficient adjudication of
15 this controversy. Individual joinder of all Class members is not practicable, and questions
16 of law and fact common to the Class predominate over any questions affecting only
17 individual members of the Class. Each member of the Class has been damaged and is
18 entitled to recovery by reason of INDEPENDENT ELECTRIC SUPPLY, INC.’s and/or
19 DOES’ illegal policies and/or practices of failing to pay all straight time and overtime
20 wages owed, failing to permit or authorize rest periods, failing to provide meal periods,
21 knowingly and intentionally failing to comply with wage statement requirements, and
22 failing to pay all wages due at termination.

23 71. Class action treatment will allow those similarly situated persons to litigate their claims in
24 the manner that is most efficient and economical for the parties and the judicial system.
25 Plaintiff is unaware of any difficulties that are likely to be encountered in the management
26 of this action that would preclude its maintenance as a class action.

27 72. Because such common questions predominate over any individualized issues and/or
28 questions affecting only individual members, class resolution is superior to other methods

1 for fair and efficient adjudication.

2 **IV. CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
4 **INC. AND/OR DOES: Failure to Pay All Straight Time Wages**

5 73. Plaintiff and those similarly situated Class members hereby incorporate by reference each
6 and every other paragraph in this Complaint herein as if fully plead.

7 74. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and those
8 similarly situated for all hours worked.

9 75. It is fundamental that an employer must pay its employees for all time worked. California
10 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
11 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section
12 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section
13 1197 prohibits the payment of less than the minimum wage. Labor Code section 1194 states
14 that an employee receiving less than the legal minimum wage is entitled to recover in a
15 civil action the unpaid balance of the full amount of this minimum wage. Labor Code
16 section 224 only permits deductions from wages when the employer is required or
17 empowered to do so by state or federal law or when the deduction is expressly authorized
18 in writing by the employee for specified purposes that do not have the effect of reducing
19 the agreed upon wage.

20 76. Plaintiff and those similarly situated Class members were employed by INDEPENDENT
21 ELECTRIC SUPPLY, INC. and/or DOES at all relevant times. INDEPENDENT
22 ELECTRIC SUPPLY, INC. and/or DOES were required to compensate Plaintiff for all
23 hours worked and were prohibited from making deductions that had the effect of reducing
24 the agreed upon wage.

25 77. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff
26 and those similarly situated for a thirty (30) minute meal period, even though Plaintiff and
27 all members of the Class work through their meal periods. Thus, INDEPENDENT
28 ELECTRIC SUPPLY, INC. and/or DOES do not pay Plaintiff and each and every member

1 of the Class for all time worked each and every day they work without a meal period and
2 have time deducted.

3 78. Plaintiff and those similarly situated Class members are informed and believe and thereon
4 allege that INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES breached the legal
5 duty to pay full wages to Plaintiff by deducting a portion of the wages earned when
6 Plaintiff's and the Class members' actual time records indicate that a meal period was not
7 taken. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES did not make
8 reasonable efforts to determine whether the time deducted was actually worked as reported
9 by Plaintiff and Class members. INDEPENDENT ELECTRIC SUPPLY, INC. and/or
10 DOES, without a reasonable basis, presumed that actual reported hours had not been
11 accurately reported. The conduct complained of is a form of what is sometimes called
12 "dinging," "shaving," or "scrubbing" and is prohibited by law.

13 79. Defendant and/or DOES have a continuous and consistent policy of not paying Plaintiff
14 and those similarly situated for all time worked, including before Plaintiff and those
15 similarly situated clock in for work shifts and after they clock out after work shifts.

16 80. Defendant and/or DOES have a continuous and consistent policy of shaving the time
17 Plaintiff and those similarly situated work (referred to as "time shaving").

18 81. Thus, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES shave/steal earned
19 wages from Plaintiff and each and every member of the Class each and every day they
20 work. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have not paid Plaintiff
21 and the members of the Class all straight time wages owed.

22 82. Plaintiff and the Class members are informed and believe and thereon allege that as a direct
23 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
24 Class members have suffered, and continue to suffer, substantial unpaid wages, and lost
25 interest on such wages, and expenses and attorneys' fees in seeking to compel
26 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES to fully perform their
27 obligations under state law, all to their respective damage in amounts, according to proof
28

1 at trial.

2 83. As a direct result of INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' policy
3 of illegal wage theft, Plaintiff and those similarly situated have been damaged in an amount
4 to be proven at trial.

5 84. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
6 below.

7 **SECOND CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
8 **INC. AND/OR DOES: Failure to Pay All Overtime Wages**

9 85. Plaintiff and those similarly situated Class members hereby incorporate by reference each
10 and every other paragraph in this Complaint herein as if fully plead.

11 86. It is fundamental that an employer must pay its employees for all time worked. California
12 Labor Code sections 218 and 218.5 provides a right of action for nonpayment of wages.
13 Labor Code section 222 prohibits the withholding of part of a wage. Labor Code section
14 223 prohibits the pay of less than a statutory or contractual wage scale. Labor Code section
15 1197 prohibits the payment of less than the minimum wage. Labor Code section 224 only
16 permits deductions from wages when the employer is required or empowered to do so by
17 state or federal law or when the deduction is expressly authorized in writing by the
18 employee for specified purposes that do not have the effect of reducing the agreed upon
19 wage.

20 87. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to pay overtime when
21 employees worked over eight (8) hours per day and when employees worked over forty
22 (40) hours per week.

23 88. Plaintiff and those similarly situated Class members were employed by INDEPENDENT
24 ELECTRIC SUPPLY, INC. and/or DOES at all relevant times. INDEPENDENT
25 ELECTRIC SUPPLY, INC. and/or DOES were required to compensate Plaintiff for all
26 overtime hours worked and were prohibited from making deductions that had the effect of
27 reducing the agreed upon wage.

28 89. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to pay for the overtime

1 that was due, pursuant to IWC Wage Order No. 7-2001, item 3(A).

2 90. Plaintiff and the Class members are informed and believe and thereon allege that as a direct
3 result of Defendant's and/or DOES' uniform policies and/or practices, Plaintiff and the
4 Class members have suffered, and continue to suffer, substantial unpaid overtime wages,
5 and lost interest on such overtime wages, and expenses and attorneys' fees in seeking to
6 compel INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES to fully perform their
7 obligations under state law, all to their respective damage in amounts according to proof at
8 time of trial. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES committed the
9 acts alleged herein knowingly and willfully, with the wrongful and deliberate intention on
10 injuring Plaintiff and the Class members. INDEPENDENT ELECTRIC SUPPLY, INC.
11 and/or DOES acted with malice or in conscious disregard of Plaintiff's and the Class
12 Member's rights. In addition to compensation, Plaintiff is also entitled to any penalties
13 allowed by law.

14 91. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
15 below.

16 **THIRD CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
17 **INC. AND/OR DOES: Failure to Provide Meal Periods, or Compensation in Lieu**
18 **Thereof (Lab. Code §§ 226.7, 512, IWC Wage Order No. 7-2001(11); Cal. Code Regs.,**
tit. 8, § 11090)

19 92. Plaintiff 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 93. Under California Labor Code section 512 and IWC Wage Order No. 7, no employer shall
22 employ any person for a work period of more than five (5) hours without providing a meal
23 period of not less than thirty (30) minutes. During this meal periods of not less than thirty
24 (30) minutes, the employee is to be completely free of the employer's control and must not
25 perform any work for the employer. If the employee does perform work for the employer
26 during the thirty (30) minute meal period, the employee has not been provided a meal
27 period in accordance with the law. Also, the employee is to be compensated for any work
28 performed during the thirty (30) minute meal period.

- 1 94. In addition, an employer may not employ an employee for a work period of more than ten
2 (10) hours per day without providing the employee with another meal period of less than
3 thirty (30) minutes.
- 4 95. Under California Labor Code section 226.7, if the employer does not provide an employee
5 a meal period in accordance with the above requirements, the employer shall pay the
6 employee one (1) hour of pay at the employee's regular rate of compensation for each
7 workday that the meal period is not provided.
- 8 96. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to provide thirty (30)
9 minute, uninterrupted meal periods to its Non-Exempt Employees who worked for work
10 periods of more than five (5) consecutive hours. As such, INDEPENDENT ELECTRIC
11 SUPPLY, INC. and/or DOES non-exempt employees were required to work over five (5)
12 consecutive hours at a time without being provided a thirty (30) minute uninterrupted meal
13 period within that time.
- 14 97. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to provide thirty (30)
15 minute, uninterrupted meal periods to its Non-Exempt Employees for every five (5)
16 continuous hours worked.
- 17 98. INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' business model is such that
18 Non-Exempt Employees were assigned too much work and insufficient help due to chronic
19 understaffing to be able to take meal periods. Thus, Non-Exempt Employees are not able
20 to take meal periods.
- 21 99. Throughout the statutory period, INDEPENDENT ELECTRIC SUPPLY, INC. and/or
22 DOES had a pattern and practice of assigning too much work to be completed in too short
23 of time frames, resulting in Plaintiff and those similarly situated not being able to take meal
24 periods.
- 25 100. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES would not permit Plaintiff
26 and the Class to take 30-minute meal periods unless specifically scheduled by Defendant
27 and/or DOES or unless Plaintiff and the Class were expressly told to by Defendant and/or
28

1 DOES. This routinely resulted in Plaintiff and the Class members not being able to take a
2 meal period, if at all, until after the fifth hour.

3 101. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES did not have a policy of
4 providing a second meal period before the end of the tenth hour.

5 102. Failing to provide compensation for such unprovided or improperly provided meal periods,
6 as alleged above, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES willfully
7 violated the provisions of Labor Code sections 226.7, 512, and IWC Wage Order No. 7.

8 103. As a result of the unlawful acts of INDEPENDENT ELECTRIC SUPPLY, INC. and/or
9 DOES, Plaintiff and the Class he seeks to represent have been deprived of premium wages,
10 in amounts to be determined at trial, and are entitled to recovery of such amounts, plus
11 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section
12 226.7, and IWC Wage Order No. 7-2001. Plaintiff and the Class he seeks to represent did
13 not willfully waive their right to take meal periods through mutual consent with
14 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES.

15 104. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
16 below.

17 **FOURTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
18 **INC. AND/OR DOES: Failure to Authorize and Permit Rest Periods (Lab. Code §**
19 **226.7; IWC Wage Order No. 7-2001(12); Cal. Code Regs. Title 8 § 11090)**

20 105. Plaintiff and those similarly situated Class members hereby incorporate by reference each
21 and every other paragraph in this Complaint herein, as if fully plead.

22 106. Under IWC Wage Order No. 7, every employer shall authorize and permit all employees
23 to take rest periods, “[t]he authorized rest period time shall be based on the total hours
24 worked daily at the rate of ten (10) minutes net rest time per four (4) hours worked or major
25 fraction thereof.” IWC Wage Order 7-2001(12). The time spent on rest periods “shall be
26 counted as hours worked for which there shall be no deduction from wages.” *Id.*

27 107. Under California Labor Code section 226.7, if the employer does not provide an employee
28 a rest period in accordance with the above requirements, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each
2 workday that the meal period is not provided.

3 108. At all relevant times, Defendant and/or DOES failed to authorize and/or permit rest period
4 time based upon the total hours worked daily at the rate of ten (10) minutes net rest time
5 per four (4) hours or major fraction thereof.

6 109. In the alternative, INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES business
7 model was such that Non-Exempt Employees were assigned too much work with
8 insufficient help due to chronic understaffing whereby Plaintiff and the Class had to work
9 through their rest periods.

10 110. Throughout the statutory period, INDEPENDENT ELECTRIC SUPPLY, INC. and/or
11 DOES had a pattern and practice of assigning too much work to be completed in too short
12 of time frames, resulting in Plaintiff and those similarly situated not being able to take rest
13 periods.

14 111. As a result of the unlawful acts of INDEPENDENT ELECTRIC SUPPLY, INC. and/or
15 DOES, Plaintiff and the Class he seeks to represent have been deprived of premium wages,
16 in amounts to be determined at trial, and are entitled to recovery of such amounts, plus
17 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section
18 226.7, and IWC Wage Order No. 7-2001.

19 112. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
20 below.

21 **FIFTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
22 **INC. AND/OR DOES: Knowing and Intentional Failure to Comply with Itemized**
23 **Employee Wage Statement Provisions (Lab. Code §§ 226, 1174, 1175; IWC Wage**
24 **Order No. 7; Cal. Code Regs., Title 8, § 11040)**

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

27 114. Labor Code section 226 subdivision (a) requires Defendant and/or DOES to, inter alia,
28 itemize in wage statements and accurately report the total hours worked and total wages
earned. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have knowingly and

1 intentionally failed to comply with Labor Code section 226, subdivision (a), on each and
2 every wage statement provided to Plaintiff CESAR MENDOZA and members of the
3 proposed Class.

4 115. Labor Code section 1174 requires INDEPENDENT ELECTRIC SUPPLY, INC. and/or
5 DOES to maintain and preserve, in a centralized location, records showing the daily hours
6 worked by and the wages paid to its employees. INDEPENDENT ELECTRIC SUPPLY,
7 INC. and/or DOES have knowingly and intentionally failed to comply with Labor Code
8 section 1174. The failure of INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES,
9 and each of them, to comply with Labor Code section 1174 is unlawful pursuant to Labor
10 Code section 1175.

11 116. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to maintain accurate
12 time records - as required by IWC Wage Order No. 7-2001(7), and Cal. Code Regs., Title
13 8 section 11090 - showing, among other things, when the employee begins and ends each
14 work period, the total daily hours worked in itemized wage statements, total wages,
15 bonuses and/or incentives earned, and all deductions made.

16 117. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have knowingly and
17 intentionally failed to provide Plaintiff and the Class members with accurate itemized wage
18 statements which show: “(1) gross wages earned, (2) total hours worked by the employee,
19 . . . (4) all deductions, provided that all deductions made on written orders of the employee
20 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
21 the period for which the employee is paid, (7) the name of the employee and only the last
22 four digits of his or her social security number or an employee identification number other
23 than a social security number, (8) the name and address of the legal entity that is the
24 employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of
25 Section 1682, the name and address of the legal entity that secured the services of the
26 employer, and (9) all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate by the employee[.]” Labor Code
28

1 section 226(a).

2 118. As a direct result of INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES unlawful
3 acts, Plaintiff and the Class he intends to represent have been damaged and are entitled to
4 recovery of such amounts, plus interest thereon, attorneys' fees, and costs, pursuant to
5 Labor Code section 226.

6 119. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
7 below.

8 **SIXTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
9 **INC. AND/OR DOES: Failure to Pay All Wages Due at the Time of Termination from**
10 **Employment (Lab. Code §§ 201-203)**

11 120. Plaintiff and those similarly situated Class members hereby incorporate by reference each
12 and every other paragraph in this Complaint herein as if fully plead.

13 121. Plaintiff CESAR MENDOZA terminated his employment with INDEPENDENT
14 ELECTRIC SUPPLY, INC. and/or DOES.

15 122. Whether Plaintiff CESAR MENDOZA voluntarily or involuntarily terminated his
16 employment with INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES, Defendant
17 and/or DOES did not timely pay him straight time wages owed at the time of his
18 termination.

19 123. Whether Plaintiff CESAR MENDOZA voluntarily or involuntarily terminated his
20 employment with INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES, Defendant
21 and/or DOES did not timely pay him overtime wages owed at the time of his termination.

22 124. Whether Plaintiff CESAR MENDOZA voluntarily or involuntarily terminated his
23 employment with INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES, Defendant
24 and/or DOES did not timely pay him meal and/or rest period premiums owed at the time
25 of his termination.

26 125. Numerous members of the Class are no longer employed by INDEPENDENT ELECTRIC
27 SUPPLY, INC. and/or DOES. They were either fired or quit INDEPENDENT ELECTRIC
28 SUPPLY, INC.'s and/or DOES' employ. INDEPENDENT ELECTRIC SUPPLY, INC.

1 and/or DOES did not pay all timely wages owed at the time of their termination.
2 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES did not pay all premium
3 wages owed at the time of their termination.

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

9 127. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failed to pay Plaintiff CESAR
10 MENDOZA a sum certain at the time of his termination or within seventy-two (72) hours
11 of his resignation and have failed to pay those sums for thirty (30) days thereafter. Pursuant
12 to the provisions of Labor Code section 203, Plaintiff CESAR MENDOZA is entitled to a
13 penalty in the amount of his daily wage, multiplied by thirty (30) days.

14 128. When Plaintiff and those members of the Class who are former employees of
15 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES separated from Defendant's
16 and/or DOES' employ, Defendant and/or DOES willfully failed to pay all straight time
17 wages, overtime wages, meal period premiums, and/or rest period premiums owed at the
18 time of termination.

19 129. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failure to pay said wages to
20 Plaintiff CESAR MENDOZA and members of the Class he seeks to represent, was willful
21 in that INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES and each of them knew
22 the wages to be due but failed to pay them.

23 130. As a consequence of INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or DOES' willful
24 conduct in not paying wages owed at the time of separation from employment, Plaintiff
25 CESAR MENDOZA and members of the proposed Class are entitled to thirty (30) days'
26 worth of wages as a penalty under Labor Code section 203, together with interest thereon
27 and attorneys' fees and costs.
28

1 131. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
2 below.

3 **SEVENTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC**
4 **SUPPLY, INC. AND/OR DOES: Failure to Reimburse/Illegal Deductions (Lab. Code**
5 **§§ 221, 2802; IWC Wage Order No. 13; Cal. Code Regs., Title 8, § 11090)**

6 132. Plaintiff and those similarly situated Class members hereby incorporate by reference each
7 and every other paragraph in this Complaint herein as if fully plead.

8 133. An employer shall indemnify employees for all necessary expenditures or losses incurred
9 by the employees in direct consequence of the discharge of the employees' duties, or the
10 employees' obedience to the directions of the employer. Further, an employer shall not
11 collect or receive from an employee any part of wages theretofore paid by employer to
12 employee.

13 134. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
14 continuous policy and/or practice of failing to reimburse and/or indemnify Plaintiff and the
15 Class members for expenses for company and/or business related purposes.

16 135. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
17 continuous policy and/or practice of failing to reimburse and/or indemnify Plaintiff and the
18 Class Members for expenses incurred as a direct consequence of the discharge of their
19 work duties.

20 136. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
21 continuous policy and/or practice of failing to reimburse and/or indemnify Plaintiff and the
22 Class members for expenses incurred in direct consequence of employees' obedience to
23 the directions of Defendant INDEPENDENT ELECTRIC SUPPLY, INC., and/or DOES.

24 137. At all relevant times, Plaintiff and those similarly situated Class members are required to
25 purchase safety shoes, and other equipment and/or clothing in direct consequence of their
26 employment with Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES.
27 Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
28

1 continuous policy and/or practice of failing to reimburse and/or indemnify Plaintiff and the
2 Class members for these expenses.

3 138. Defendant INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES have had a
4 continuous policy and/or practice of illegally deducting wages, earned bonuses and/or
5 incentives from employees.

6 139. Said continuous policy and/or practice of failing to reimburse Plaintiffs and Class Members
7 and deducting wages from employees is illegal under *Labor Code* sections 221, 2802, and
8 Cal. Code Regs. Title 8, section 11090(8).

9 140. As a direct result of Defendant INDEPENDENT ELECTRIC SUPPLY, INC.'s and/or
10 DOES' policy of failing to reimburse Plaintiff and Class Members and deducting wages
11 from employees, Plaintiff and those similarly situated have been damaged in an amount to
12 be proven at trial.

13 141. WHEREFORE, Plaintiff and the Class she seeks to represent request relief as described
14 below.

15
16 **EIGHTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
17 **INC. AND/OR DOES: Violations of the Private Attorneys General Act of 2004**
18 **("PAGA") (Labor Code §2698 et seq.)**

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

21 143. Plaintiff, by virtue of his employment with Defendant, and Defendant's failure to provide
22 meal and rest periods, overtime compensation, all wages for all work performed at the
23 statutory minimum agreed upon rate, and all wages due at termination, are aggrieved
24 employees with standing to bring an action under the Private Attorney General Act
25 ("PAGA"). Plaintiff, as representative of the people of the State of California, will seek
26 any and all penalties otherwise capable of being collected by the Labor Commission and/or
27 the Department of Labor Standards Enforcement (DLSE). This includes each of the
28 following, as set forth in Labor Code Section 2699.5, which provides that Section 2699.3(a)
applies to any alleged violation of the following provisions: Sections 201 through 203, 204,

1 205.5, 221, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1197.1, 1199, and 2802.

2 144. Plaintiff is informed and believes that Defendant has violated and continues to violate
3 provisions of the California Labor Code and applicable Wage Orders related to meal and
4 rest periods, overtime compensation, wages for all work performed, all wages due at
5 termination, and reimbursement for expenses incurred during employment.

6 145. Plaintiff, as personal representative of the general public, will and does seek to recover any
7 and all penalties for each and every violation shown to exist or to have occurred during the
8 one-year period of filing this action, in an amount according to proof, as to those penalties
9 that are otherwise only available to public agency enforcement actions. Funds recovered
10 will be distributed in accordance with PAGA, with at least 75% of the penalties recovered
11 being reimbursed to the State of California and the Labor and Workforce Development
12 Agency (LWDA).

13 **NINTH CAUSE OF ACTION AGAINST INDEPENDENT ELECTRIC SUPPLY,**
14 **INC. AND/OR DOES: Violation of Unfair Competition Law (California Bus. & Prof.**
15 **Code, § 17200, et seq.)**

16 146. Plaintiff and those similarly situated Class members hereby incorporate by reference each
17 and every other paragraph in this Complaint herein as if fully plead.

18 147. INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES failure to pay all straight time
19 and overtime wages earned, failure to provide compliant meal and/or rest breaks and/or
20 compensation in lieu thereof, failure to itemize and keep accurate records, failure to pay all
21 wages due at time of termination, as alleged herein, constitutes unlawful activity prohibited
22 by California Business and Professions Code section 17200, et seq.

23 148. The actions of INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES in failing to
24 pay Plaintiff and members of the proposed Class in a lawful manner, as alleged herein,
25 constitutes false, unfair, fraudulent and deceptive business practices, within the meaning
26 of California Business and Professions Code section 17200, et seq.

27 149. Plaintiff is entitled to an injunction and other equitable relief against such unlawful
28 practices in order to prevent future damage, for which there is no adequate remedy at law,

- 1 and to avoid a multiplicity of lawsuits. Plaintiff brings this cause individually and as
2 members of the general public actually harmed and as a representative of all others subject
3 to INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES unlawful acts and practices.
- 4 150. As a result of their unlawful acts, INDEPENDENT ELECTRIC SUPPLY, INC. and/or
5 DOES have reaped and continue to reap unfair benefits at the expense of Plaintiff and the
6 proposed Class he seeks to represent. INDEPENDENT ELECTRIC SUPPLY, INC. and/or
7 DOES should be enjoined from this activity and made to disgorge these ill-gotten gains
8 and restore Plaintiff and the members of the proposed Class pursuant to Business and
9 Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges,
10 that Defendants and/or DOES are unjustly enriched through their policy of not all wages
11 owed to Plaintiff and members of the proposed Class.
- 12 151. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and members of the
13 proposed class are prejudiced INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES
14 unfair trade practices.
- 15 152. As a direct and proximate result of the unfair business practices of INDEPENDENT
16 ELECTRIC SUPPLY, INC. and/or DOES, and each of them, Plaintiff, individually and on
17 behalf of all employees similarly situated, are entitled to equitable and injunctive relief,
18 including full restitution and/or disgorgement of all wages and premium pay which have
19 been unlawfully withheld from Plaintiff and members of the proposed Class as a result of
20 the business acts and practices described herein and enjoining INDEPENDENT
21 ELECTRIC SUPPLY, INC. and/or DOES from engaging in the practices described herein.
- 22 153. The illegal conduct alleged herein is continuing, and there is no indication that
23 INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES will cease and desist from
24 such activity in the future. Plaintiff alleges that if INDEPENDENT ELECTRIC SUPPLY,
25 INC. and/or DOES are not enjoined from the conduct set forth in this Complaint, they will
26 continue the unlawful activity discussed herein.
- 27 154. Plaintiff further requests that the Court issue a preliminary and permanent injunction
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1 prohibiting INDEPENDENT ELECTRIC SUPPLY, INC. and/or DOES from continuing
2 to not pay Plaintiff and the members of the proposed Class overtime wages as discussed
3 herein.

4 155. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described
5 below.

6 **V. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff prays for judgment as follows:

- 8 1. That the Court determine that this action may be maintained as a class action;
- 9 2. For compensatory damages, in an amount according to proof at trial, with interest
10 thereon;
- 11 3. For economic and/or special damages in an amount according to proof with interest
12 thereon;
- 13 4. For unpaid straight time and overtime wages, in an amount according to proof at
14 trial, with interest thereon;
- 15 5. For compensation for all time worked;
- 16 6. For compensation for not being provided paid rest breaks;
- 17 7. For compensation for not being provided paid meal periods;
- 18 8. For compensation for failure to reimburse and/or indemnify;
- 19 9. For damages and/or monies owed for failure to comply with itemized employee
20 wage statement provisions;
- 21 ~~10. For all waiting time penalties owed;~~
- 22 11. That Defendant be found to have engaged in unfair competition in violation of
23 sections 17200 et seq. of the California Business and Professions Code;
- 24 12. That Defendant be ordered and enjoined to make restitution to the Class due to their
25 unfair competition, including disgorgement of their wrongfully withheld wages
26 pursuant to California Business and Professions Code sections 17203 and 17204;
- 27 13. That an order of specific performance of all penalties owed be issued under
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Business and Professions Code sections 17202;

14. That Defendant be enjoined from continuing the illegal course of conduct, alleged herein;

15. That Defendant further be enjoined to cease and desist from unfair competition in violation of section 17200 et seq. of the California Business and Professions Code;

16. That Defendant be enjoined from further acts of restraint of trade or unfair competition;

17. For attorneys' fees;

18. For interest accrued to date;

19. For penalties for each violation of the Labor Code Private Attorneys General Act of 2004 ("PAGA");

20. For costs of suit and expenses incurred herein; and

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

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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial.

Dated: 8/14/18

THE TURLEY & MARA LAW FIRM, APLC



William Turley, Esq.

David Mara, Esq.

Jill Vecchi, Esq.

Matthew Crawford, Esq.

Representing Plaintiff CESAR MENDOZA
on behalf of himself, all others similarly situated,
and on behalf of the general public.