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BRANDON TORRES MEDRANO, and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO
(UNLIMITED JURISDICTION)**

BRANDON TORRES MEDRANO, on behalf
of himself and all others similarly situated, and
the general public, and as an “Aggrieved
Employee” on behalf of other “Aggrieved
Employees” under the Private Attorneys
General Act of 2004,

Plaintiff,

vs.

JB5, INC. dba ROYAL HAWAIIAN
SEAFOOD; JORDAN BOW, an individual;
and DOES 1 to 25, inclusive,

Defendants.

Case No.: 25-CIV-09649

CLASS ACTION

COMPLAINT FOR:

- 1) Failure to Pay All Wages Earned for All Hours Worked at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
- 2) Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
- 3) Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
- 4) Failure to Indemnify (Lab. Code § 2802);
- 5) Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
- 6) Failure to Pay Wages Owed Every Pay Period (Lab. Code § 204);
- 7) Failure To Pay Wages When Employment Ends (Lab. Code §§ 201–203);
- 8) Failure to Provide Sick Leave (Lab. Code § 246 *et seq.*);
- 9) Civil Penalties (Lab Code §§ 2698, *et seq.*); and
- 10) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff, BRANDON TORRES MEDRANO (hereafter “Plaintiff”), on behalf of
2 himself and all others similarly situated, complains and alleges as follows:

3 **I. INTRODUCTION**

4 1. Plaintiff brings this class and representative action based on alleged violations
5 of the California Labor Code, Industrial Welfare Commission Order No. 7-2001 (hereafter
6 “the Wage Order”), and the California Business and Professions Code against Defendants JB5,
7 INC. dba ROYAL HAWAIIAN SEAFOOD, JORDAN BOW, and DOES 1 to 25, inclusive
8 (collectively “ROYAL HAWAIIAN SEAFOOD” or “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
10 him and other similarly situated workers for unpaid wages, statutory penalties, civil penalties,
11 interest, and related relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime and doubletime
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Issue only accurate and complete itemized wage statements;

20 (H) Provide sick leave and statements of sick leave available;

21 (I) Timely pay wages during and upon termination of employment.

22 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
23 restitution, statutory penalties, civil penalties, attorneys’ fees, costs, and related relief through
24 this class and representative action.

25 **II. THE PARTIES**

26 3. Plaintiff BRANDON TORRES MEDRANO is a resident of California. At all
27 relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of
28 Regulations Section 11070 and an “Aggrieved Employee” within the meaning of Labor Code

1 Section 2699(c).

2 4. At all times mentioned herein, Defendant JB5, INC. dba ROYAL HAWAIIAN
3 SEAFOOD is and was a California corporation, doing business in the county of San Mateo
4 and which employed Plaintiff. As such, it is a citizen of California based on Plaintiff's
5 information and belief.

6 5. Defendant JORDAN BOW is a citizen of California based on Plaintiff's
7 information and belief. In relevant part, Labor Code section 558.1 states:

8 (a) Any employer or other person acting on behalf of an employer, who violates, or
9 causes to be violated, any provision regulating minimum wages or hours and days of
10 work in any order of the Industrial Welfare Commission, or violates, or causes to be
violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
employer for such violation.

11 6. Based on Plaintiff's information and belief, Defendant JORDAN BOW is a
12 natural person, and an owner, director, officer, and/or managing agent of JB5, INC., who
13 directly or indirectly, or through his agent, employed or exercised control over the wages,
14 hours, or working conditions of Plaintiff and the Class (defined below). Therefore, he is liable
15 to Plaintiff and the Class for his violations of, or causing Defendants to violate, Labor Code
16 sections 203, 226, 226.7, 1194, and 2802 pursuant to Labor Code section 558.1.

17 7. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
18 participation in the conduct alleged herein, of the defendants sued as DOES 1-25, inclusive, but
19 is informed and believes and thereon alleges that said defendants are legally responsible for the
20 wrongful conduct alleged herein and therefore sues these defendants by such fictitious names.
21 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE
22 defendants when ascertained.

23 8. Plaintiff is informed and believes and thereon alleges that, at all relevant times
24 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
25 remaining defendants, and in doing the things hereinafter alleged, were acting within the course
26 and scope of such agency or employment, and with the approval and ratification of each of the
27 other Defendants.

28 9. At all relevant times, in perpetrating the acts and omissions alleged herein,

1 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a
2 lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class
3 Members or otherwise complying with their rights in accordance with applicable California
4 labor laws as alleged herein.

5 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
6 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice,
7 or lack thereof, which resulted in Defendants not paying Plaintiff and other members of the
8 below-described class in accordance with applicable laws as alleged herein.

9 **III. CLASS ALLEGATIONS**

10 11. This action has been brought and may be maintained as a class action pursuant
11 to California Code of Civil Procedure section 382 because there is a well-defined community
12 of interest among the persons who comprise the readily ascertainable class defined below and
13 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case
14 as a class action.

15 12. **Class Definition:** The Class is defined as follows: All persons Defendants
16 employed in California as hourly, non-exempt employees, at any time during the period
17 beginning four years prior to the filing of this action and ending on the date that final judgment
18 is entered in this action (“Class” or “Class Members”).

19 13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves
20 the right to amend or modify the class definition with greater specificity, by further division
21 into subclasses and/or by limitation to particular issues.

22 14. **Numerosity:** The Class Members are so numerous that the individual joinder
23 of each individual Class Member is impractical. While Plaintiff does not currently know the
24 exact number of Class Members, Plaintiff is informed and believes that the actual number
25 exceeds the minimum required for numerosity under California laws.

26 15. **Commonality and Predominance:** Common questions of law and fact exist as
27 to all Class Members and predominate over any questions which affect only individual Class
28 Members. These questions include, but are not limited to:

1 A. Whether Defendants failed to pay all wages earned to Class Members for
2 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
3 meal period premium and rest period premium wages;

4 B. Whether Defendants failed to provide the Class Members with all meal
5 periods in compliance with California law;

6 C. Whether Defendants failed to authorize and permit the Class Members to
7 take all rest periods in compliance with California law;

8 D. Whether Defendants failed to indemnify the Class Members for the
9 reasonable expenses they incurred during the course of performing their duties;

10 E. Whether Defendants knowingly and intentionally failed to provide the
11 class with accurate and complete itemized wage statements;

12 F. Whether Defendants willfully failed to provide the class with timely
13 wages during and upon termination of employment;

14 G. Whether Defendants failed to provide the Class Members with paid sick
15 leave and statements of sick leave available;

16 H. Whether Defendants failed to maintain accurate employment records
17 pertaining to all of the Class Members;

18 I. Whether Defendants engaged in unfair competition within the meaning of
19 Business and Professions Code sections 17200, et seq., with respect to the Class; and

20 J. Whether Class Members are entitled to restitution of money or property
21 that Defendants may have acquired from them through alleged Labor Code violations.

22 16. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
23 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
24 practice, or lack thereof, which resulted in Defendants failing to comply with the California
25 Labor Code, the Wage Order, and the Business and Professions Code.

26 17. **Adequacy of Class Representative:** Plaintiff is an adequate class
27 representative in that he has no interests that are adverse to, or otherwise in conflict with, the
28 interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action

1 on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the
2 interests of Class Members.

3 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in
4 that they have no known conflicts of interest with Plaintiff or absent Class Members, are
5 experienced in class action litigation, and are dedicated to vigorously prosecuting this action
6 on behalf of Plaintiff and absent Class Members.

7 19. **Superiority:** A class action is vastly superior to other available means for fair
8 and efficient adjudication of Class Members' claims and would be beneficial to the parties and
9 the Court. Class action treatment will allow a number of similarly situated persons to
10 simultaneously and efficiently prosecute their common claims in a single forum without the
11 unnecessary duplication of effort and expense that numerous individual actions would entail.
12 In addition, the monetary amounts due to many individual Class Members are likely to be
13 relatively small and would thus make it difficult, if not impossible, for individual Class
14 Members to both seek and obtain relief. Moreover, a class action will serve an important
15 public interest by permitting Class Members to effectively pursue the recovery of monies
16 owed to them. Further, a class action will prevent the potential for inconsistent or
17 contradictory judgments inherent in individual litigation.

18 **IV. STATEMENT OF FACTS**

19 20. The Wage Order applies applies to "all persons employed in the mercantile
20 industry whether paid on a time, piece rate, commission, or other basis[.]" § 1. The Wage Order
21 defines "mercantile industry" to include: "any industry, business, or establishment operated for
22 the purpose of purchasing, selling, or distributing goods or commodities at wholesale or retail;
23 or for the purpose of renting goods or commodities." § 2(I). At all relevant times during the
24 applicable limitations period, ROYAL HAWAIIAN SEAFOOD was a supplier/wholesale
25 distributor of seafood. Accordingly, Plaintiff and the Class Members are entitled to the
26 protections provided under the Wage Order.

27 21. ROYAL HAWAIIAN SEAFOOD began to employ Plaintiff in or around
28 December 9, 2024 as a Filleter/Cutter at its seafood shop located at 213 E Harris Ave, South

1 San Francisco, CA 94080. Plaintiff job duties included removing fish scales, cutting, cleaning,
2 and packing fish, and sweeping and cleaning the kitchen floor, among others. Plaintiff's
3 employment ended on or around December 26, 2024.

4 22. At all relevant times, ROYAL HAWAIIAN SEAFOOD classified Plaintiff and
5 all of the other Class Members as non-exempt employees entitled to the protections of the Labor
6 Code and the Wage Order. Plaintiff generally worked six days a week, Monday to Saturday
7 from approximately 2:00 a.m. to 5:00 p.m. Plaintiff's latest rate of pay was approximately
8 \$20.00 per hour.

9 23. ROYAL HAWAIIAN SEAFOOD failed to pay Plaintiff and other Class
10 Members for all time worked or subject to its control. This is so because the company had a
11 policy of rounding down employee hours to the detriment of the employees, which resulted in
12 employees such as Plaintiff not being paid for all hours worked, including the minimum wage.
13 There was no formal clock-in/clock-out and timekeeping system at the workplace, and, as such,
14 Plaintiff and all of the other Class Members were not paid for all hours worked. Instead, the
15 company provided Plaintiff and the Class Members with a weekly schedule that they had to
16 sign. Furthermore, and to the extent that Plaintiff and others worked through their meal periods
17 while "off the clock", they were not compensated for all hours worked, which would be akin to
18 a minimum wage violation.

19 24. Due to the above "off the clock" violations, ROYAL HAWAIIAN SEAFOOD
20 failed to pay Plaintiff and the Class Members properly-calculated overtime wages. The Class
21 Members' actual work hours, which included the "off the clock" work as described above,
22 entitled them to overtime, however, it was not company policy to keep accurate track of all
23 hours worked and to pay employees the accurate amount of overtime, especially since the "off
24 the clock" work was not factored into the equation. Furthermore, any incentive payments and/or
25 bonus payments were not factored into employees' regular rate of pay for purposes of
26 deciphering the correct overtime rate of pay. In addition, any bonus and/or incentive payments
27 were not factored into the correct meal and rest break premium pay per *Ferra v. Loews*
28 *Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 863.

1 25. ROYAL HAWAIIAN SEAFOOD failed to provide all compliant meal periods
2 and authorize and permit all compliant rest periods to which Plaintiff and the other Class
3 Members were entitled. Plaintiff and other Class Members were entitled to take off-duty,
4 uninterrupted 30-minute meal periods before the fifth and tenth hours of work and to take
5 uninterrupted 10-minute rest periods for every four hours or major fraction thereof worked.
6 During his employment, Plaintiff never took rest breaks and the company did not authorize
7 Plaintiff to take rest breaks. Moreover, Plaintiff and the Class Members did not always receive
8 timely and uninterrupted meal periods. During his employment, when Plaintiff was able to take
9 a meal break, it was often late (around 7:30 a.m.), due to the press of business and pressure from
10 management to finish their work load. On information and belief, ROYAL HAWAIIAN
11 SEAFOOD did not keep track of Plaintiff and the Class Members' meal periods. Per *Donohue*
12 *v. AMN Services, LLC*, (2021) 11 Cal.5th 58, where time records do not facially show an
13 employee took a compliant meal period, a rebuttable presumption arises that the employer failed
14 to provide it, giving rise to a meal period violation. Moreover, when Plaintiff and other Class
15 Members would be clocked out for a meal period or would be on their rest breaks, ROYAL
16 HAWAIIAN SEAFOOD management would interrupt them with requests for assistance or
17 questions about work related matters. On information and belief, ROYAL HAWAIIAN
18 SEAFOOD did not provide premium wages for these meal and rest break violations; if ROYAL
19 HAWAIIAN SEAFOOD did provide premium wages, they were not paid at the correct rate, as
20 explained above

21 26. ROYAL HAWAIIAN SEAFOOD failed to reimburse Plaintiff and the other
22 Class Members for business expenses they incurred in direct consequence of the discharge of
23 their duties. During his employment, Plaintiff purchased knives, a fish scraper, and thermal
24 boots, among others, to perform his work. ROYAL HAWAIIAN SEAFOOD also required
25 Plaintiff to use his own personal vehicle to deliver seafood to its customers. However, ROYAL
26 HAWAIIAN SEAFOOD did not provide Plaintiff and the Class Members with these kitchen
27 tools and uniform items, and did not reimburse Plaintiff or the other employees for these tools,
28 uniform, gas, and mileage expenses. Accordingly, ROYAL HAWAIIAN SEAFOOD was in

1 violation of California Labor Code sections 2800 and 2802.

2 27. ROYAL HAWAIIAN SEAFOOD failed to pay its employees all wages due to
3 them within any time period specified by California Labor Code section 204, including the
4 minimum wages and overtime as described above as well as meal/rest break premiums.
5 ROYAL HAWAIIAN SEAFOOD did not provide Plaintiff and other Class Members accurate,
6 itemized wage statements. Wage statements must include, among other things, total hours
7 worked by the employee. Labor Code § 226(a)(2). ROYAL HAWAIIAN SEAFOOD issued
8 wage statements that inaccurately reflected total hours worked, gross and net wages earned, and
9 the number of hours worked at each hourly rate because of ROYAL HAWAIIAN SEAFOOD's
10 failure to properly pay wages as explained herein. Labor Code §§ 226(a)(1), (2), (5), (9).
11 ROYAL HAWAIIAN SEAFOOD's failure to maintain accurate records as to the hours worked
12 daily by employees also constitutes a violation of Labor Code section 1174(d).

13 28. Finally, because ROYAL HAWAIIAN SEAFOOD did not properly pay all
14 wages earned as explained herein, ROYAL HAWAIIAN SEAFOOD also failed to pay final
15 wages owed to Plaintiff and other Class Members in violation of Labor Code section 203. These
16 earned but unpaid wages include minimum wages and compensation for all hours worked,
17 overtime compensation, premium pay for missed meal and rest breaks, and business expense
18 reimbursement, among others.

19 29. ROYAL HAWAIIAN SEAFOOD failed to provide paid sick leave to Plaintiff
20 and all of the other Class Members. ROYAL HAWAIIAN SEAFOOD failed to provide
21 Plaintiff and all of the other Class Members with statements of sick leave available, or paid time
22 off in lieu of sick leave.

23 30. ROYAL HAWAIIAN SEAFOOD has also violated Labor Code section 558 and
24 engaged in business practices which violate Business and Professions Code Section 17200.

25 31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
26 unlawful practices and policies, Plaintiff and the Class Members were:

27 A. Not provided with all off duty meal periods;

28 B. Not authorized and permitted to take all rest break periods;

1 C. Not paid one hour's pay for each workday in which Defendants failed to
2 authorize and permit them to take one or more timely rest periods;

3 D. Not paid one hour's pay for each workday in which Defendants failed to
4 provide them with one or more timely meal periods;

5 E. Not paid all wages earned, including, but not limited to, minimum,
6 regular, overtime, and doubletime wages for work performed while clocked out;

7 F. Not indemnified for all necessary business expenditures incurred during
8 the discharge of their duties;

9 G. Not provided with paid sick leave and statement or separate writing that
10 set forth the amount of paid sick leave available;

11 H. Not provided with accurate and complete wage statements; and

12 I. Not timely paid all earned and unpaid wages during employment and at
13 the time their employment ended.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED**

16 **AT THE CORRECT RATES OF PAY**

17 **(Lab. Code §§ 510, 1194, 1197, and 1198)**

18 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

19 32. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

20 33. At all relevant times, Plaintiff and the Class Members have been employees of
21 Defendants and entitled to the benefits and protections of California Labor Code §§ 510, 1194,
22 1197, and 1198, and the Wage Order.

23 34. Section 2(H) of the Wage Order defines "hours worked" as "the time during
24 which an employee is subject to the control of an employer, and includes all the time the
25 employee is suffered or permitted to work, whether or not required to do so."

26 35. Section 3 of the Wage Order states:

27 **(A) Daily Overtime - General Provisions**

28 (1) The following overtime provisions are applicable to
employees 18 years of age or over and to employees 16 or

1 17 years of age who are not required by law to attend
2 school and are not otherwise prohibited by law from
3 engaging in the subject work. Such employees shall not
4 be employed more than eight (8) hours in any workday or
5 more than 40 hours in any workweek unless the employee
6 receives one and one-half (1 ½) times such employee's
7 regular rate of pay for all hours worked over 40 hours in
8 the workweek. Eight (8) hours of labor constitutes a day's
9 work. Employment beyond eight (8) hours in any
10 workday or more than six (6) days in any workweek is
11 permissible provided the employee is compensated for
12 such overtime at not less than:

13 (a) One and one-half (1 ½) times the employee's
14 regular rate of pay for all hours worked in excess
15 of eight (8) hours up to and including 12 hours in
16 any workday, and for the first eight (8) hours
17 worked on the seventh (7th) consecutive day of
18 work in a workweek.

19 (b) Double the employee's regular rate of pay for
20 all hours worked in excess of 12 hours in any
21 workday and for all hours worked in excess of
22 eight (8) hours on the seventh (7th) consecutive
23 day of work in a workweek.

24 (c) The overtime rate of compensation required to
25 be paid to a nonexempt full-time salaried
26 employee shall be computed by using the
27 employee's regular hourly salary as one-fortieth
28 (1/40) of the employee's weekly salary.

36. Section 4 of the Wage Order requires an employer to pay non-exempt employees
at least the minimum wage set forth therein for all hours worked, which consist of all hours that
an employer has actual or constructive knowledge that employees are working.

37. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours
in one workday and any work in excess of 40 hours in any one workweek and
the first eight hours worked on the seventh day of work in any one workweek
shall be compensated at the rate of no less than one and one-half times the
regular rate of pay for an employee. Any work in excess of 12 hours in one day
shall be compensated at the rate of no less than twice the regular rate of pay for
an employee. In addition, any work in excess of eight hours on any seventh day
of a workweek shall be compensated at the rate of no less than twice the regular

1 rate of pay of an employee. Nothing in this section requires an employer to
2 combine more than one rate of overtime compensation in order to calculate the
amount to be paid to an employee for any hour of overtime work.

3 38. California Labor Code § 1194 invalidates any agreement between an employer
4 and an employee to work for less than the minimum wage required under the applicable Wage
5 Order.

6 39. California Labor Code § 1197 makes it unlawful for an employer to pay an
7 employee less than the minimum wage required under the applicable Wage Order for all hours
8 worked during a payroll period.

9 40. California Labor Code § 1198 makes it unlawful for an employer to employ an
10 employee under conditions that violate the Wage Order.

11 41. In conjunction, these provisions of the California Labor Code require employers
12 to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates
13 for all hours worked, including unrecorded hours when the employer knew or reasonably should
14 have known that employees were working during those hours. (*See Morillion v. Royal Packing*
15 *Co.* (2000) 22 Cal.4th 575, 585.)

16 42. With respect to overtime wages, the regular rate of pay under California law
17 must include “all remuneration for employment paid to, on behalf of, the employee.” O.L.
18 2002.06.14 (quoting 29 U.S.C. § 207E). This requirement includes, but is not limited to
19 bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893,
20 904–05. Bonuses must be included in the regular rate whether they are the sole source of the
21 employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§
22 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379.

23 43. As described above, at all relevant times during the applicable limitations
24 period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked,
25 including, but not limited to minimum, regular, overtime and doubletime wages for all
26 minimum, regular, overtime and doubletime hours, respectively, that they worked at the
27 correct rates of pay.

28 44. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
2 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
3 rates of pay as required by California law.

4 **SECOND CAUSE OF ACTION**

5 **FAILURE TO PROVIDE REST BREAKS**

6 **(Lab. Code §§ 226.7 and 1198)**

7 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

8 45. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

9 46. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendants and entitled to the benefits and
11 protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

12 47. In relevant part, Labor Code § 1198 states,

13 “The maximum hours of work and the standard conditions of labor
14 fixed by the commission shall be the maximum hours of work and the
15 standard conditions of labor for employees. The employment of any
employee for longer hours than those fixed by the order or under
conditions of labor prohibited by the order is unlawful.”

16 48. In relevant part, Section 12 of the Wage Order states:

17 Rest Periods:

18 (A) Every employer shall authorize and permit all employees
19 to take rest periods, which insofar as practicable shall be in the
20 middle of each work period. The authorized rest period time
21 shall be based on the total hours worked daily at the rate often
(10) minutes net rest time per four (4) hours or major fraction
22 thereof. However, a rest period need not be authorized for
23 employees whose total daily work time is less than three and
one-half (3 1/2) hours. Authorized rest period time shall be
counted as hours worked for which there shall be no deduction
from wages.

24 (B) If an employer fails to provide an employee a rest period
25 in accordance with the applicable provisions of this Order, the
26 employer shall pay the employee one (1) hour of pay at the
27 employee’s regular rate of compensation for each work day that
the rest period is not provided.

28 49. In addition, Labor Code Section 226.7 states

1 (b) An employer shall not require an employee to work during a
2 meal or rest or recovery period mandated pursuant to an applicable
3 statute, or applicable regulation, standard, or order of the Industrial
4 Welfare Commission, the Occupational Safety and Health Standards
5 Board, or the Division of Occupational Safety and Health.

6 (c) If an employer fails to provide an employee a meal or rest or
7 recovery period in accordance with a state law, including, but not
8 limited to, an applicable statute or applicable regulation, standard, or
9 order of the Industrial Welfare Commission, the Occupational Safety
10 and Health Standards Board, or the Division of Occupational Safety and
11 Health, the employer shall pay the employee one additional hour of pay
12 at the employee's regular rate of compensation for each workday that
13 the meal or rest or recovery period is not provided.

14 50. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to
15 be provided with net rest breaks of at least ten minutes for each four-hour period of work, or
16 major fraction thereof.

17 51. Defendants intentionally failed to authorize and permit Plaintiff and the Class
18 Members to take all 10-minute rest periods free from any work duties in accordance with the
19 Wage Order.

20 52. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
21 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
22 wages to Plaintiff and the Class Members for days on which they failed to authorize and
23 permit Plaintiff and the other Class Members to take timely rest periods.

24 53. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
25 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or
26 major fraction thereof. Defendants did not seek an exemption from the rest period protections
27 of the Wage Order from the California Division of Labor Standards Enforcement. Moreover,
28 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they
failed to authorize and permit them to take 10-minute rest periods every four hours worked or
major fraction thereof.

54. Plaintiff is informed and believes and thereon alleges that, at all relevant times
within the applicable limitations period, Defendants had a policy, practice, or a lack of a

1 policy which resulted in Defendants not authorizing and permitting Plaintiff and the Class
2 Members to
3 take all rest breaks required by California law.

4 55. Defendants failed to provide Plaintiff with all required rest breaks in
5 accordance with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at
6 relevant times within the applicable limitations period, Defendants had a policy, practice, or a
7 lack of a policy which resulted in Defendants not providing the Class Members with all rest
8 breaks required by California law.

9 56. Defendants failed to pay Plaintiff the additional wages required by California
10 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes
11 and thereon alleges that, at relevant times within the applicable limitations period, Defendants
12 have maintained a policy, practice, or a lack of a policy which resulted in Defendants not
13 providing the Class Members with additional wages for all rest breaks not provided to them as
14 required by California Labor Code § 226.7.

15 57. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
16 have suffered damages in amounts subject to proof to the extent they were not paid additional
17 wages owed for all rest breaks not provided to them.

18 58. By reason of the above, Plaintiff and the Class Members are entitled to
19 premium wages for workdays in which one or more rest breaks were not provided to them
20 pursuant to California Labor Code § 226.7.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PROVIDE MEAL PERIODS**

23 **(Lab. Code §§ 226.7, 512, and 1198)**

24 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

25 59. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

26 60. At all relevant times during the applicable limitations period, Plaintiff and the
27 Class Members have been employees of Defendants and entitled to the benefits and
28 protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

- 1 61. In relevant part, Labor Code § 1198 states,
2 “The maximum hours of work and the standard conditions of labor
3 fixed by the commission shall be the maximum hours of work and the
4 standard conditions of labor for employees. The employment of any
5 employee for longer hours than those fixed by the order or under
6 conditions of labor prohibited by the order is unlawful.”
- 7 62. In relevant part, Labor Code Section 512 states
8 “An employer may not employ an employee for a work period of more
9 than five hours per day without providing the employee with a meal
10 period of not less than 30 minutes, except that if the total work period
11 per day of the employee is no more than six hours, the meal period may
12 be waived by mutual consent of both the employer and employee. An
13 employer may not employ an employee for a work period of more than
14 10 hours per day without providing the employee with a second meal
15 period of not less than 30 minutes, except that if the total hours worked
16 is no more than 12 hours, the second meal period may be waived by
17 mutual consent of the employer and the employee only if the first meal
18 period was not waived.”
- 19 63. In relevant part, Section 11 of the Wage Order states:
20 Meal Periods:
21 (A) No employer shall employ any person for a work period of more
22 than five (5) hours without a meal period of not less than 30
23 minutes, except that when a work period of not more than six (6)
24 hours will complete the day’s work the meal period may be
25 waived by mutual consent of the employer and the employee...
- 26 (D) If an employer fails to provide an employee a meal period in
27 accordance with the applicable provisions of this order, the
28 employer shall pay the employee one (1) hour of pay at the
 employee’s regular rate of compensation for each workday that
 the meal period is not provided.
64. In relevant part, California Labor Code § 226.7 states:
 (b) An employer shall not require an employee to
 work during a meal or rest period mandated pursuant to
 an applicable statute, or applicable regulation, standard, or
 order of the Industrial Welfare Commission, the
 Occupational Safety and Health Standards Board, or the
 Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period
 or rest period in accordance with a state law, including,

1 but not limited to, an applicable statute or applicable
2 regulation, standard, or order of the Industrial Welfare
3 Commission, the Occupational Safety and Health
4 Standards Board, or the Division of Occupational Safety
5 and Health, the employer shall pay the employee one
6 additional hour of pay at the employee's regular rate of
7 compensation for each work day that the meal or rest
8 period is not provided.

9 65. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
10 Class Members were entitled to be provided with uninterrupted meal periods of at least 30
11 minutes for each day they worked five or more hours. Pursuant to California Labor Code §
12 512, they were also entitled to a second 30-minute meal period when they worked more than
13 ten (10) hours in a workday.

14 66. As described above, Defendants intentionally failed to provide Plaintiff and the
15 Class Members with all required 30-minute duty free meal periods in accordance with the
16 Wage Order. Furthermore, Defendants failed to pay premium wages for days on which they
17 failed to provide Plaintiff and the other Class Members with timely meal periods.

18 67. Plaintiff is informed and believes and thereon alleges that, at all relevant times
19 within the applicable limitations period, Defendants had a policy, practice, or a lack of a
20 policy which resulted in Defendants not providing Plaintiff and the Class Members with all
21 timely and off-duty meal periods required by California law.

22 68. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
23 have suffered damages in amounts subject to proof to the extent they were not paid additional
24 wages owed for all meal periods not provided to them.

25 69. By reason of the above, Plaintiff and the Class Members are entitled to
26 premium wages for workdays in which one or more meal periods were not provided to them
27 pursuant to California Labor Code § 226.7.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **(Lab. Code §§ 1198 & 2802)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 70. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 71. At all relevant times, Plaintiff and the Class Members were employees of
7 Defendants and entitled to the benefits and protections of the California Labor Code §§ 1198
8 and 2802, and the Wage Order.

9 72. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
10 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in
11 direct consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

12
13 (A) When uniforms are required by the employer to be worn by the employee as
14 a condition of employment, such uniforms shall be provided and maintained by
the employer.

15 ...

16 (B) When tools or equipment are required by the employer or are necessary to
17 the performance of a job, such tools and equipment shall be provided and
18 maintained by the employer, except that an employee whose wages are at least
19 two (2) times the minimum wage provided herein may be required to provide
and maintain hand tools and equipment customarily required by the particular
trade or craft in conformity with Labor Code Section 2802.

20 Wage Order, § 9(A) and (B).

21 73. California Labor Code § 1198 prohibits employers from employing their
22 employees under conditions prohibited by the Wage Order.

23 74. As described above, at all relevant times, Defendants required Plaintiff and the
24 Class Members to incur certain business expenses in the course of performing their duties,
25 including but not limited to kitchen tools, uniform items (thermal boots), gas, and mileage
26 expenses. However, Defendants did not provide these items and did not reimburse Plaintiff and
27 the Class Members for these business expenses.

28 75. Plaintiff is informed and believes and thereon alleges that, at all relevant times,

1 Defendants have maintained a policy, practice, or a lack of a policy which resulted in
2 Defendants' failure to indemnify Plaintiff and the Class Members for the reasonable expenses
3 they incurred during the course of performing their duties.

4 76. Accordingly, with respect to this cause of action, on behalf of himself and the
5 Class Members, Plaintiff prays for the above stated relief, costs, and all reasonable attorneys'
6 fees pursuant to Labor Code § 2802(c) and as otherwise permitted by law.

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

9 **(California Labor Code Section 226)**

10 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

11 77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 78. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members
13 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate
14 itemized statement showing:

15 79. Gross wages earned;

16 80. Total hours worked by the employee, except for any employee whose
17 compensation is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

19 3. The number of piece rate units earned and any applicable piece rate if the
20 employee is paid on a piece-rate basis;

21 4. All deductions, provided that all deductions made on written orders of the
22 Employee may be aggregated and shown as one item;

23 5. Net wages earned;

24 6. The inclusive dates of the period for which the employee is paid;

25 7. The name of the employee and his or her social security number, except
26 that by January 1, 2008, only the last four digits of his or her social security number or an
27 employee identification number other than a social security number may be shown on the
28 itemized statement;

1 8. The name and address of the legal entity that is the employer; and
2 9. All applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee.
4 81. Pursuant to California Labor Code § 226, an employee is deemed to suffer
5 injury if the employer fails to provide a wage statement. Also, an employee is deemed to
6 suffer injury if the employer fails to provide accurate and complete information as required by
7 California Labor Code § 226(a) and the employee cannot “promptly and easily determine”
8 from the wage statement alone one or more of the following:
9 A. The amount of the gross wages or net wages paid to the employee during
10 the pay period or any of the other information required to be provided on the itemized wage
11 statement pursuant to California Labor Code § 226(a);
12 B. Which deductions the employer made from gross wages to determine the
13 net wages paid to the employee during the pay period;
14 C. The name and address of the employer and, if the employer is a farm
15 labor contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the
16 name and address of the legal entity that secured the services of the employer during the pay
17 period;
18 D. The name of the employee and only the last four digits of his or her social
19 security number or an employee identification number other than a social security number; and
20 E. The number of piece-rate units earned and the piece rate.
21 82. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
22 means a reasonable person would be able to readily ascertain the information without
23 reference to other documents or information.
24 83. As alleged herein, at all relevant times during the applicable limitations period,
25 Defendants violated California Labor Code section 226 because it did not properly and
26 accurately itemize each employee’s gross wages earned, net wages earned, the total hours
27 worked, the corresponding number of hours worked at each rate by the employee and other
28 requirements of California Labor Code section 226. Defendants failed to state in the wage

1 statements they issued to Plaintiff and the other Class Members all their hours worked and
2 wages earned, including, but not limited to, regular and overtime wages for work they
3 performed off-the-clock (as described above). Defendants knowingly and intentionally did not
4 issue either as a detachable part of the check, draft, or voucher paying the employee's wages,
5 or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class
6 Members that state all overtime wages earned, all minimum wages earned, all regular wages
7 earned, all meal period premium wages earned, all rest break premium wages earned, gross
8 wages earned, net wages earned, all hourly rates, and all hours worked at each rate of pay.

9 84. Defendants' failure to provide Plaintiff and the other Class Members with
10 accurate wage statements was knowing and intentional. Defendants had the ability to provide
11 Plaintiff and the other Class Members with accurate wage statements but intentionally
12 provided wage statements that Defendants knew were not accurate.

13 85. As a result of being provided with inaccurate wage statements by Defendants,
14 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive
15 accurate wage statements were violated and they were misled about the amount of wages they
16 had actually earned and were owed. In addition, the absence of accurate information on their
17 wage statements prevented immediate challenges to Defendants' unlawful pay practices, has
18 required discovery and mathematical computations to determine the amounts of wages owed,
19 has caused difficulty and expense in attempting to reconstruct time and pay records and/or has
20 led to the submission of inaccurate information about wages to state and federal government
21 agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the
22 wage statements whether Defendants complied with their obligations under California Labor
23 Code section 226(a).

24 86. Pursuant to California Labor Code § 226(e), Plaintiff and the class are entitled
25 to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the initial pay
26 period in which a violation of California Labor Code § 226(a) occurred and one hundred
27 dollars for each violation of California Labor Code § 226(a) in a subsequent pay period, not to
28 exceed an aggregate penalty of four thousand dollars (\$4,000) per class member, and are also

1 entitled to an award of costs and reasonable attorneys' fees.

2 **SIXTH CAUSE OF ACTION**

3 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

4 **(Lab. Code §§ 204)**

5 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

6 87. Plaintiff incorporates all paragraphs of the Complaint as if fully alleged herein.

7 88. California Labor Code Section 204 establishes the fundamental right of all
8 employees in the State of California to be paid wages in a timely fashion for their work.

9 89. At all times relevant during the liability period, Defendants failed to pay
10 Plaintiff and the Class Members the full amount of all owed wages when due as required by
11 California Labor Code Section 204.

12 90. Defendants failed to pay Plaintiff and the Class Members all wages earned each
13 pay period. Plaintiff is informed, believes, and thereon alleges, that all times relevant during the
14 liability period, Defendants maintained a policy or practice of not paying Plaintiff and the Class
15 Members wages for all hours worked, including overtime hours and premium pay for missed
16 rest breaks and meal breaks.

17 91. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members
18 have suffered damages in an amount, subject to proof, to the extent they were not paid all
19 wages each pay period. The precise amount of unpaid wages is not presently known to Plaintiff
20 but can be determined directly from Defendants' records or indirectly based on information
21 from Defendants' records.

22 92. Under this cause of action, Plaintiff prays for penalties on behalf of himself and
23 Class Members due under the statutes alleged along with any allowable interest, penalties,
24 attorney's fees, and costs according to proof at trial.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

3 **(California Labor Code Sections 201-203)**

4 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

5 93. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

6 94. At all relevant times during the applicable limitations period, Plaintiff and the
7 Class have been employees of Defendants and entitled to the benefits and protections of
8 California Labor Code §§ 201–203, and the Wage Order.

9 95. Labor Code § 201 provides that all earned and unpaid wages of an employee
10 who is discharged are due and payable immediately at the time of discharge.

11 96. Labor Code § 202 provides that all earned and unpaid wages of an employee
12 who quits after providing at least 72-hours notice before quitting are due and payable at the
13 time of quitting and that all earned and unpaid wages of an employee who quits without
14 providing at least 72-hours notice before quitting are due and payable within 72 hours.

15 97. Labor Code § 203 provides that the wages of an employee continue on a daily
16 basis as a penalty for up to 30 days where an employer willfully fails to timely pay earned and
17 unpaid wages to the employee in accordance with Labor Code § 201 or § 202.

18 98. Defendants failed to pay Plaintiff and all of the other Class Members whose
19 employment ended all of the earned but unpaid wages described above by the conclusion of
20 their employment with Defendants, including minimum wages, regular wages, overtime
21 wages, unprovided meal period premium wages, and unprovided rest break premium wages.
22 Additionally, the Defendants failed to issue to Plaintiff and all of the other Class members
23 whose employment ended their final paychecks within the required time periods.

24 99. By failing to pay such earned wages to Plaintiff and the Class Members,
25 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
26 § 201 or § 202.

27 100. Plaintiff is informed and believes that Defendants' failures to timely pay
28 Plaintiff and the Class Members all of their earned and unpaid wages (described above) have

1 been willful in that, at all relevant times, Defendants have deliberately maintained policies and
2 practices that violate the requirements of the Labor Code and the Wage Order, even though at
3 all relevant times, they have had the ability to comply with those legal requirements.

4 101. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf
5 of himself and the Class, in amounts subject to proof not to exceed 30 days of waiting time
6 penalties for each Class Member.

7 **EIGHTH CAUSE OF ACTION**

8 **FAILURE TO PROVIDE PAID SICK LEAVE & STATEMENTS OF SICK LEAVE**
9 **AVAILABLE**

10 **(Labor Code § 246 *et seq.*)**

11 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

12 102. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

13 103. Defendants knowingly and intentionally failed in their affirmative obligation
14 provide and pay paid sick leave or provide a statement or separate writing that set forth the
15 amount of paid sick leave available to Plaintiff and Class Members in violation of Labor Code
16 section 246.

17 104. Labor Code section 246(b)(1) requires that employees accrue sick leave at the
18 commencement of employment at a rate of 1 hour for every thirty hours worked. Section
19 246(c) entitles employees to use any accrued sick leave beginning on their 90th day of
20 employment. Labor Code section 246(l) governs how Defendants were required to calculate
21 paid sick leave:

22 [A]n employer shall calculate paid sick leave using any of the following
23 calculations:

24 (1) Paid sick time for nonexempt employees shall be calculated in the same
25 manner as the regular rate of pay for the workweek in which the employee uses
26 paid sick time, whether or not the employee actually works overtime in that
27 workweek.

28 (2) Paid sick time for nonexempt employees shall be calculated by dividing the

employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

105. Labor Code § 246(i) states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

106. Defendants failed to pay Plaintiff and Class Members paid sick leave at one of the lawful rates set forth in the statute.

107. Defendants failed to provide Plaintiff and all of the other Class Members with an itemized wage statement or separate writing that set forth the amount of paid sick leave available.

108. As a result, Defendants violated the Labor Code and are liable to Plaintiff and the Class for unpaid sick leave earnings, in addition to civil penalties, interest, attorneys' fees, and costs.

NINTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab. Code §§ 2698, *et seq.*)

(By Plaintiff and the Aggrieved Employees against all Defendants)

109. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

110. The "Aggrieved Employees" are all members of the Class defined above who Defendants employed during the period beginning January 21, 2024 and ending on the date that final judgment is entered in this action.

111. Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall

...

1 (c) Keep a record showing the names and addresses of all employees employed
2 and the ages of all minors.

3 (d) Keep, at a central location in the state or at the plants or establishments at
4 which employees are employed, payroll records showing the hours worked
5 daily by and the wages paid to, and the number of piece-rate units earned by
6 and any applicable piece rate paid to, employees employed at the respective
7 plants or establishments. These records shall be kept in accordance with rules
8 established for this purpose by the commission, but in any case shall be kept on
9 file for not less than three years. An employer shall not prohibit an employee
10 from maintaining a personal record of hours worked, or, if paid on a piece-rate
11 basis, piece-rate units earned.

12 112. Defendants failed to compensate Plaintiff and all of the other Aggrieved
13 Employees for all hours worked at the correct rates of pay, including all minimum wages
14 earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all
15 meal period premium wages earned, all rest break premium wages earned, gross wages earned,
16 net wages earned, and related compensation. As a result, Defendants have failed to accurately
17 maintain all records required by section 1174 and the Wage Order, including but not limited to
18 Plaintiff and all of the other Aggrieved Employees' total hours worked, total wages paid, and
19 applicable hourly rates during each payroll period.

20 113. During the applicable time period, Defendants violated California Labor Code
21 §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558, 558.1, 1174, 1194, 1197,
22 1198, and 2802.

23 114. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
24 behalf of themselves and other current or former employees, to bring a civil action to recover
25 civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

26 115. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class
27 Members are entitled to recover civil penalties for each of the Defendants' violations of
28 California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558,

1 558.1, 1174, 1194, 1197, 1198, and 2802 during the applicable limitations period in the
2 following amounts:

3 A. For violations of California Labor Code § 204, one hundred dollars
4 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
5 (\$200.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
6 established by California Labor Code § 210).

7 B. For violations of California Labor Code § 226(a), two hundred fifty
8 dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars
9 (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
10 established by California Labor Code § 226.3).

11 C. For violations of California Labor Code §§ 510, 512, and 558.1, fifty
12 dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each subsequent violation (penalty amounts
14 established by California Labor Code § 558).

15 D. For violations of California Labor Code § 1174, five hundred dollars
16 (\$500.00) for each Aggrieved Employee for each violation (penalty amounts established by
17 California Labor Code § 1174.5).

18 E. For violations of California Labor Code § 1197, one hundred dollars
19 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two
20 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation,
21 per pay period (regardless of whether the initial violations were intentionally committed)
22 (penalty amounts established by California Labor Code § 1197.1).

23 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233,
24 246, 246.5, 1194, 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee
25 per pay period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved
26 Employee per pay period for each subsequent violation (penalty amounts established by
27 California Labor Code § 2699(f)(2)).

28 116. Plaintiff has complied with the procedures for bringing suit specified in

1 California Labor Code § 2699.3. By letter dated January 21, 2025, Plaintiff filed written notice
2 online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice
3 by certified mail to Defendants of the specific provisions of the California Labor Code alleged
4 to have been violated, including the facts and theories to support the alleged violations. Plaintiff
5 accompanied her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to
6 take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff
7 anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not
8 intend to investigate these allegations.

9 117. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
10 Employees are entitled to an award of civil penalties and reasonable attorney’s fees and costs in
11 connection with their claims for civil penalties.

12 **TENTH CAUSE OF ACTION**

13 **UNFAIR COMPETITION**

14 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

15 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

16 118. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

17 119. At all relevant times during the applicable limitations period, Plaintiff and the
18 Class Members have been employees of Defendants and entitled to the benefits and
19 protections of the Business and Professions Code §§ 17200, *et seq.*

20 120. The unlawful conduct of Defendants alleged herein amounts to and constitutes
21 unfair competition within the meaning of California Business & Professions Code §§ 17200,
22 *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have
23 unfairly gained a competitive advantage over other comparable companies doing business in
24 California that comply with their legal obligations to compensate employees for all earned
25 wages.

26 121. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and
27 the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the
28 Class Members were deprived of minimum wages, regular wages, overtime wages, missed

1 meal period premium wages, missed rest period premium wages, mobile phone, kitchen tools,
2 and other expenses, and comparable money and property.

3 122. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
4 Class Members are entitled to restitution of all monies rightfully belonging to them that
5 Defendants did not pay them or otherwise retained by means of their unlawful and unfair
6 business practices.

7 123. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
8 connection with their unfair competition claims pursuant to California Code of Civil
9 Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

10 **V. PRAYER FOR RELIEF**

11 124. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays
12 for relief and judgment against Defendants as follows:

13 A. An order that the action be certified as a class action with respect to
14 Plaintiff's claims for violations of California law;

15 B. An order that Plaintiff be appointed class representative;

16 C. An order that counsel for Plaintiff be appointed class counsel;

17 D. Unpaid wages, including minimum, regular, overtime, double-time, split
18 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
19 time, and reporting time wages;

20 E. Liquidated damages;

21 F. Statutory penalties, including waiting time penalties;

22 G. Civil Penalties;

23 H. Restitution;

24 I. Declaratory relief;

25 J. Actual damages;

26 K. Pre-judgment interest;

27 L. Costs of suit;

28 M. Reasonable attorneys' fees; and

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N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Dated: December 9, 2025

MM LAW, APC

By Maralle Messrelan
Maralle Messrelan, Esq.
Attorneys for Plaintiff, BRANDON
TORRES MEDRANO, and all others
similarly situated