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Superior Court of California
County of Sacramento

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By: A. Gray Deputy

Counsel for Plaintiff, QUASHAWN LORAL
BROOKS, an individual, on behalf of
himself and all others similarly situated,

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

QUASHAWN LORAL BROOKS, an
individual, on behalf of himself and all others
similarly situated,

Plaintiff,

vs.

ATLAS DISPOSAL INDUSTRIES, LLC, a
Utah limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 25CV004770

FIRST AMENDED COMPLAINT

1. Failure to Pay All Wages Including Minimum and Overtime Wages §§ 204, 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197;
2. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order 5-2001, § 11;
3. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and Wage Order 5-2001, § 12;
4. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;
5. Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802;
6. Failure to Pay Waiting Time Penalties; Labor Code §§ 201 - 203; and
7. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*
8. Enforcement of the Private Attorneys General Act of 2004.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000]

1 Plaintiff QUASHAWN LORAL BROOKS (“Plaintiff”), individually, and on behalf of all
2 others similarly situated, brings this class action complaint (“Complaint”) against Defendants ATLAS
3 DISPOSAL INDUSTRIES, LLC, a Utah limited liability company; and DOES 1 through 100,
4 inclusive, (“Defendants”), and alleges as follows:

5 **INTRODUCTION**

6 1. This is a class action brought on behalf of Plaintiff and the class he seeks to represent
7 (“Plaintiff Class” or “Class Members”). Class Members consist of all non-exempt employees currently
8 and/or formerly employed by Defendants in the State of California during the Class Period. The term
9 “Class Period” is defined as four (4) years prior to the filing of this action to the date of class
10 certification. Plaintiff reserves the right to amend this complaint to reflect a different “Class Period”
11 or “Plaintiff Class” as further discovery is conducted.

12 2. Plaintiff, individually, and on behalf of the Class, seeks relief against Defendants for
13 their practices of violating the applicable Industrial Welfare Commission (“IWC”) Wage Orders, Code
14 of Regulations, and California Labor Code, including, but not limited to, (1) failure to pay all wages
15 (including minimum, regular, overtime, and double time compensation); (2) failure to provide meal
16 periods or compensation in lieu thereof; (3) failure to authorize or permit rest breaks or provide
17 compensation in lieu thereof; (4) failure to provide accurate itemized wage statements; (5) failure to
18 reimburse business expenses; and (6) failure to pay all wages due upon separation of employment.
19 These violations concern current and past non-exempt employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and Class the unlawful practices and policies set forth herein.

22 4. Plaintiff seeks monetary relief against Defendants on behalf of himself and the Plaintiff
23 Class to recover, among other things, unpaid wages, liquidated damages, restitution, interest,
24 attorneys’ fees, costs, and penalties pursuant to Labor Code sections 201-204, 206, 208, 226, 226.7,
25 227.3, 351, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and 2802, and California Code of Civil
26 Procedure section 1021.5.

27 **JURISDICTION AND VENUE**

28 5. This is a class action pursuant to California Code of Civil Procedure section 382. The

1 monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceed the minimal
2 jurisdictional limits of the Superior Court and will be established according to proof at trial.

3 6. This Court has jurisdiction over this action pursuant to the California Constitution,
4 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those
5 given by statutes to other courts. The statutes under which this action is brought do not specify any
6 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
7 seeks relief authorized by California law.

8 7. This Court has jurisdiction over all Defendants because, upon information and belief,
9 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
10 the California market so as to render the exercise of jurisdiction over them by the California courts
11 consistent with traditional notions of fair play and substantial justice.

12 8. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5
13 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
14 have an agent or agents in Sacramento County, and the acts and omissions alleged herein took place
15 in this county.

16 **PARTIES**

17 9. Plaintiff, at all relevant times, was employed by Defendants, in this county, as a non-
18 exempt hourly employee during the Class Period. Plaintiff's job duties included being a garbage
19 collector for Defendants.

20 10. Plaintiff is informed and believes, and based thereon alleges, that Defendant ATLAS
21 DISPOSAL INDUSTRIES, LLC is, and at all times relevant hereto was, a Utah limited liability
22 company with its principal place of business in Rancho Cordova, California.

23 11. Plaintiff is informed and believes, and thereon alleges that at all times relevant hereto,
24 Defendants were and are subject to the Labor Code and IWC Wage Orders as employers, whose
25 employees were and are engaged throughout this county and the State of California.

26 12. Defendants DOES 1 through 100, are sued under fictitious names pursuant to Code of
27 Civil Procedure section 474 because Plaintiff does not yet know their true names or capacities. Plaintiff
28 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when

1 their names and capacities are ascertained. Plaintiff is informed and believes, and thereon alleges, that
2 DOES 1 through 100 are or were the partners, agents, owners, shareholders, managers, or employees
3 of Defendants at all relevant times and were joint employers with Defendants.

4 13. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
5 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
6 business plan, or policy in all respects pertinent hereto, and the acts of each Defendants are legally
7 attributable to the other Defendants.

8 14. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
9 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
10 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
11 acted as the employer and/or joint employer of Plaintiff and the Class Members.

12 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
13 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
14 100, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
15 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
16 all Defendants were in accordance with, and represent, the official policy of Defendants.

17 16. At all relevant times, Defendants, and each of them, acted within the scope of such
18 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
19 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
20 Defendants in proximately causing the damages herein alleged.

21 17. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
22 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
23 occurrences, and transactions alleged herein.

24 **CLASS ALLEGATIONS**

25 18. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
26 behalf of himself and all others similarly situated who were injured by Defendants' violations of the
27 Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during
28 the Class Period.

1 19. Plaintiff's proposed Class consists of and is defined as follows:

2 Class

3 All current and former non-exempt employees employed by Defendants in the State of
4 California within four years prior to the filing of this action to the date of class
5 certification.

6 20. Plaintiff also seeks to certify the following Subclass:

7 Waiting Time Subclass

8 All Class Members who separated from their employment with Defendants at any time
9 within three years prior to the filing of this action to the date of class certification
10 ("Subclass" or "Waiting Time Subclass").

11 21. Members of the Class and Subclass described above will be collectively referred to as
12 "Class Members."

13 22. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
14 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
15 investigation, discovery, and specific theories of liability.

16 23. There is a well-defined community of interest in this litigation and the proposed Class
17 and Subclass are readily ascertainable.

18 24. **Commonality:** This action has been brought and may properly be maintained as a class
19 action under California Code of Civil Procedure section 382 because there are common questions of
20 law and fact as to the Class Members that predominate over any questions affecting only individual
21 members including, but not limited to, the following:

22 (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum,
23 regular, overtime, and double time wages) for all hours worked, including the correct
24 legal minimum wage, overtime and double overtime rate when Plaintiff and Class
25 members were paid a bonus;

26 (b) Whether Defendants paid Plaintiff and Class Members the correct legal wages for all
27 hours worked, including the correct legal minimum wage, overtime and double
28 overtime rate, premium wages, sick pay, and vacation pay when Defendants paid

bonuses;

- (c) Whether Defendants pay or vest sick pay wages in accordance with California law;
- (d) Whether Defendants violated the vacation pay law in California pursuant to Labor Code section 227.3;
- (e) Whether Defendants violated Labor Code section 351 by illegally withholding tips and or engaging a tip pooling scheme with managers and other individuals not in the chain of service or who were involved in table service;
- (f) Whether Defendants violated California's reporting time pay rules;
- (g) Whether Defendants' rounding policy and practice favored Defendants by systematically undercompensating Plaintiff and Class Members;
- (h) Whether Defendants required Plaintiff and Class Members to work off-the-clock without compensation;
- (i) Whether Defendants required Plaintiff and Class Members to incur business expenses without reimbursement;
- (j) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;
- (k) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;
- (l) Whether Defendants paid Plaintiff and Class Members for rest periods or paid compensation in lieu thereof;
- (m) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;
- (n) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages due immediately upon termination or within 72 hours of resignation;
- (o) Whether Defendants' conduct was willful or reckless; and
- (p) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*

25. There is a well-defined community of interest. Further, Plaintiff and Class Members

1 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
2 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
3 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
4 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
5 will advance resolution of each individual Class Member's claims.

6 26. **Numerosity:** The Class Members are so numerous that joinder of all members is
7 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
8 time, on information and belief, the class is estimated to be greater than 100 individuals.

9 27. **Ascertainability:** The identities of the Class Members are readily ascertainable by
10 inspection of Defendants' employment and payroll records.

11 28. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
12 Class Members because Defendants' failure to comply with the provisions of California's wage and
13 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
14 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
15 are caused by Defendants' common course of conduct as alleged herein.

16 29. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
17 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
18 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
19 proposed class counsel, are competent and experienced in litigating large employment class actions
20 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
21 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
22 that have been and will be necessarily expended for the prosecution of this action for the substantial
23 benefit of the Class Members.

24 30. **Superiority:** The nature of this action makes use of class action adjudication superior
25 to other methods. A class action will achieve economies of time, effort, and expense as compared with
26 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
27 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
28 is empowered to, fashion methods to efficiently manage this case as a class action.

31. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

32. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants employed Plaintiff in a non-exempt position during his employment and continue to employ non-exempt employees within California.

33. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the financial ability to pay such compensation, but willfully, knowingly and intentionally failed to do so all in order to increase Defendants' profits.

35. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive at least minimum, regular, overtime, and double times wages and that they were not receiving minimum, regular, overtime, and double time wages for all work that was required to be performed. During the Class Period, Plaintiff and Class Members regularly worked in excess of eight (8) hours in a workday and/or 40 hours in a workweek, and double time for all hours worked in excess of 12 hours in a workday. In violation of the Labor Code and IWC Wage Orders, Defendants rounded, edited, and/or input the incorrect times for Plaintiff's and Class Members' start times to reflect the scheduled start

1 time instead of the actual start time which should have included time spent arriving early to work, and
2 performing other preliminary duties and postliminary duties, and otherwise preparing for the workday.
3 Defendants also rounded Plaintiff's and Class Members' end time to reflect the scheduled end time
4 despite working past those hours. As such, Plaintiff and Class Members performed work off-the-clock
5 without compensation. Defendants failed to compensate Plaintiff and Class Members for all hours
6 worked for work performed off-the-clock and for reporting time pay, and overtime pay. Defendants
7 failed to pay the appropriate and correct legal wages for bonus pay (i.e., premium pay, sick pay,
8 vacation pay, overtime and double overtime) and vacation pay according to California law.
9 Defendants violated Labor Code section 351 by illegally withholding tips and or engaging a tip pooling
10 scheme with managers and other individuals not in the chain of service or who were involved in table
11 services.

12 36. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
13 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
14 timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
15 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.
16 During the Class Period, Plaintiff and Class Members regularly worked in excess of five (5) and/or 10
17 hours per workday. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class
18 Members did not receive compliant meal periods. Even though Plaintiff and other Class Members
19 were prevented from taking compliant meal periods, Defendants failed to provide them with premium
20 pay for every non-compliant meal period.

21 37. **Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges, that
22 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
23 ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction
24 thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not
25 permitted to take a compliant rest period. During the Class Period, Plaintiff and Class Members
26 regularly worked in excess of four (4) hours or major fraction thereof. In violation of the Labor Code
27 and IWC Wage Orders, Plaintiff and Class Members were not permitted to take compliant rest breaks,
28 due to Defendants' unlawful policies. Consequently, Plaintiff and Class Members were not authorized

or permitted to take rest breaks, including first, second, and third rest breaks. Defendants failed to pay Plaintiff and Class Members one additional hour of pay at their regular rate of pay when they did not receive a compliant rest break.

38. **Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who separated from their employment with Defendants during the statutory period were entitled to timely payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members did not receive payment of all wages owed upon separation within the permissible time period due to, *inter alia*, Defendants' failure to pay all wages and meal and rest period premiums to Plaintiff and Class Members.

39. **Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were not furnished with complete and accurate wage statements that show all of the information required by Labor Code section 226, including, but not limited to, the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES

(Against all Defendants)

40. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

41. At all times herein relevant, Defendants had a duty to comply with Labor Code sections 204, 206, 227.3, 510, 1182.12, 1194, 1194.2, 1197, 1198, 2802, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

42. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages in earned in excess of the normal work

1 period must be paid no later than the payday for the next regular payroll period.

2 43. Labor Code section 206 provides that in case of a dispute over wages, the employer
3 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
4 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

5 44. The IWC Wage Orders define “hours worked” as “the time during which an employee
6 is subject to the control of an employer and includes all time the employee is suffered or permitted to
7 work, whether or not required to do so” including non-productive time and legal wages when bonuses
8 were paid. Plaintiff and Class Members were also not paid the legal rate for vacation pay or had to
9 forfeit vacation vested hours.

10 45. Defendants failed to pay the correct reporting time pay in accordance with California
11 law.

12 46. Defendants further violated Labor Code section 351 through their illegal pool tipping
13 and tip forfeiture policy illegally withholding wages of tipped employees.

14 47. Defendants further failed to pay the legal rate for sick pay, vacation pay, and premium
15 pay when they paid bonuses.

16 48. Labor Code section 510 and the IWC Wage Orders require that employers pay
17 employees for all overtime hours at a rate of one and one-half times the employee’s regular rate of pay
18 for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after the
19 first eight hours on the seventh consecutive workday in one work week. Labor Code section 510 and
20 the IWC Wage Orders further require that employers pay employees double their regular rate of pay
21 for hours worked in excess of 12 hours in a workday and after eight hours on the seventh consecutive
22 workday in one workweek. Labor Code section 510 requires payment of overtime wages at one and
23 one half times the “regular rate of pay,” including split shift premium pay, reporting time pay, sick
24 pay, and vacation pay.

25 49. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
26 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
27 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
28 each local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than

1 the state or local minimum wage, whichever is higher, for any hour of work.

2 50. Labor Code section 1194 requires that employers pay employees at least the legal
3 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
4 Labor Code section 1194 further authorizes any employee receiving less than the legal minimum wage
5 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
6 along with interest thereon, reasonable attorneys' fees and costs of suit.

7 51. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
8 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

9 52. Labor Code section 1198 prohibits employers from employing for longer hours or less
10 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
11 the Labor Commissioner.

12 53. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
13 all wages due, including minimum, regular, overtime, and double time wages due to Defendants'
14 unlawful rounding practice, failure to provide compensation for off-the-clock work, and failure to
15 compensate drive time, among other things.

16 54. In violation of California law, Defendants have knowingly and willfully refused to
17 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
18 above.

19 55. Defendants' failure to pay Plaintiff and Class Members all earned minimum and regular
20 wages in accordance with Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the
21 applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout
22 California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages,
23 liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs
24 in amounts that will be established at trial.

25 **SECOND CAUSE OF ACTION**

26 **MEAL PERIOD VIOLATIONS**

27 **(Against all Defendants)**

28 56. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though

1 fully set forth herein.

2 57. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
3 and 512, and the applicable IWC Wage Orders.

4 58. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
5 employing any person for a work period of more than 5 hours per day without providing the employee
6 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
7 except that if the total work period per day is no more than 6 hours, the meal period may be waived
8 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
9 is required if an employee works more than 10 hours per day and must begin before the employee's
10 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
11 may be waived by mutual consent of the employer and employee, but only if the first meal period was
12 not waived. An employer must relieve an employee of all duties during meal periods.

13 59. The applicable IWC Wage Orders state that "[u]nless the employee is relieved of all
14 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
15 and counted as time worked."

16 60. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
17 requiring any employee to work during a meal period mandated by any California statute, regulation,
18 standard or order. If an employer fails to provide an employee with a meal period in accordance with
19 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
20 employee one additional hour of pay at the employee's regular rate of compensation for each workday
21 that the meal period is noncompliant.

22 61. During the Class Period, Plaintiff and Class Members did not receive compliant meal
23 periods when working more than five (5) and/or 10 hours per day. As such, Defendants failed to
24 provide Plaintiff and Class Members with all required meal periods, including second meal periods.

25 62. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
26 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
27 the applicable IWC Wage Order.

28 63. As a result of Defendants' failure to provide compliant meal periods and pay meal

1 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
2 Code sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
3 wages and compensation.

4 64. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
5 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
6 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
7 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

8 65. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
9 fees and costs from Defendants in an amount subject to proof and approved by the Court.

10 **THIRD CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(Against all Defendants)**

13 66. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
14 fully set forth herein.

15 67. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
16 and the applicable IWC Wage Orders.

17 68. The IWC Wage Orders require employers to authorize and permit all employees to take
18 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

19 69. If an employer fails to provide an employee with a rest period in accordance with
20 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
21 the employee one additional hour of pay at the employee’s regular rate of compensation for each
22 workday that the rest period is noncompliant.

23 70. During the relevant time period, Defendants did not implement a compliant rest break
24 policy. As such, Defendants failed to provide Plaintiff and Class Members with all required rest
25 periods, including second and third rest periods.

26 71. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
27 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
28 applicable IWC Wage Order.

1 72. As a result of Defendants' failure to provide compliant rest periods and pay rest period
2 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
3 sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
4 and compensation.

5 73. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
6 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
7 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
8 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

9 74. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys'
10 fees and costs from Defendants in an amount subject to proof and approved by the Court.

11 **FOURTH CAUSE OF ACTION**

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

13 **(Against all Defendants)**

14 75. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
15 fully set forth herein.

16 76. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

17 77. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
18 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
19 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
20 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
21 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
22 identification number of the employee, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
24 at each hourly rate. Defendants failed to include all hours worked and accumulated vacation, sick pay
25 and hours worked. Defendants failed to include all earned tips and split shifts and to record reporting
26 time pay.

27 78. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
28 knowing and intentional failure by an employer to provide an accurate itemized wage statement to

1 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
2 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
3 an award of costs and attorneys' fees.

4 79. During the relevant time period, Defendants have knowingly and intentionally failed
5 to comply with Labor Code section 226(a) on wage statements that were provided to Plaintiff and
6 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
7 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
8 pay period, and the corresponding number of hours worked at each hourly rate.

9 80. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
10 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
11 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
12 Labor Code section 226(a) because they were denied both their legal right to receive, and their
13 protected interest in receiving, accurate itemized wage statements under California Labor Code section
14 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the underpayment of
15 wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage
16 in these efforts and incur these costs had Defendants provided the accurate wages earned. This has
17 also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

18 81. Defendants' violations of California Labor Code section 226(a) prevented Plaintiff and
19 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
20 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
21 failure to comply with California Labor Code section 226(a), Plaintiff and Class Members have
22 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
23 according to proof at trial.

24 82. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
25 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
26 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

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1 **FIFTH CAUSE OF ACTION**

2 **(FAILURE TO REIMBURSE FOR BUSINESS EXPENSES)**

3 **(Against all Defendants)**

4 83. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth
5 herein.

6 84. Pursuant to Labor Code §2802, Defendants are required to reimburse Plaintiff for
7 business expenses incurred in the direct consequences of his discharge of his duties for Defendants,
8 including expenses associated with the purchase of equipment.

9 85. Within the four years before the filing of this Complaint and continuing until the
10 present time, Plaintiff has been required to incur expenses as a condition of and in the discharge of his
11 employment duties and has thereby incurred expenses for these items.

12 86. Defendants have failed to reimburse Plaintiff for said expenses.

13 87. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
14 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
15 for their herein-described losses and/or expenditures, reasonable attorneys' fees, and costs of suit.

16 **SIXTH CAUSE OF ACTION**

17 **WAITING TIME PENALTIES**

18 **(Against all Defendants)**

19 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
20 fully set forth herein.

21 89. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
22 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
23 Plaintiff and Waiting Time Subclass Members.

24 90. Labor Code section 201 requires that if an employer discharges an employee, the wages
25 earned and unpaid at the time of discharge are due and payable immediately.

26 91. Labor Code section 202 requires that if "an employee not having a written contract for
27 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
28 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or her wages at the time of quitting.

2 92. Labor Code section 203 provides that if an employer willfully fails to pay, without
3 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
4 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
5 action therefor is commenced, but that the wages shall not continue for more than 30 days per
6 employee.

7 93. During the relevant time period, Defendants willfully failed to pay Waiting Time
8 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
9 regular, overtime, and double time compensation, and premium compensation either at the time of
10 discharge or within 72 hours of leaving Defendants' employ.

11 94. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting
12 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and
13 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
14 attorneys' fees, and costs in amounts that will be established at trial.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR BUSINESS PRACTICES**

17 **(Against all Defendants)**

18 95. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
19 fully set forth herein.

20 96. Plaintiff brings this claim individually and on behalf of Class Members.

21 97. Business & Professions Code section 17200 ("UCL") prohibits unfair competition in
22 the form of any unlawful, unfair, or fraudulent business act or practice.

23 98. Business and Professions Code section 17204 allows "any person who has suffered
24 injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil
25 action for violation of the UCL.

26 99. Labor Code section 90.5, subdivision (a) states it is the public policy of California to
27 vigorously enforce minimum labor standards in order to ensure employees are not required to work
28 under substandard and unlawful conditions, and to protect employers who comply with the law from

1 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
2 with minimum labor standards.

3 100. Beginning at an exact date unknown to Plaintiff, but at least since the date four years
4 prior to the filing of this complaint, Defendants have committed acts of unfair competition as defined
5 by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business
6 practices and acts described in this complaint, including, but not limited to, violations of Labor Code
7 sections 201-204, 206, 226, 226.7, 227.3, 351, 510, 512, 1182.12, 1194, 1194.2, 1197, and 1198 as
8 well as other statutes.

9 101. The violations of these laws and regulations, as well as of fundamental California
10 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
11 Business and Professions Code sections 17200 *et seq.*

12 102. As a result of these actions, Plaintiff, on information and belief, alleges that Defendants
13 are able to unfairly compete with other comparable companies in the State of California in violation
14 of Business & Professions Code sections 17000 *et seq.* and sections 17200 *et seq.* Due to these
15 unlawful, unfair, and/or fraudulent business practices, Defendants have gained a competitive
16 advantage over other comparable companies doing business in the State of California.

17 103. The victims of these unlawful, unfair, and/or fraudulent business practices include, but
18 are not limited to, Plaintiff, putative class members, competing restaurants in the State of California,
19 and the general public. Plaintiff is informed and believes, and thereon alleges, that Defendants
20 performed the above-mentioned acts with the intent of gaining an unfair competitive advantage and
21 thereby injuring Plaintiff, putative class members, other competitors, and the general public.

22 104. Plaintiff's success in this action will enforce important rights affecting the public
23 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf of
24 himself.

25 105. Business and Professions Code sections 17203 provides that a court may make such
26 orders or judgments as may be necessary to prevent the use or employment by any person of any
27 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent
28 Defendants from repeating their unlawful, unfair, and fraudulent business acts and business practices

1 alleged above.

2 106. Business and Professions Code section 17203 provides that the Court may restore to
3 any person in interest, any money or property that may have been acquired by means of such unfair
4 competition. Plaintiff and the Class are entitled to restitution pursuant to Business and Professions
5 Code section 17203 for wages and payments unlawfully withheld from employees, including the fair
6 value of the meal and rest periods and other losses alleged herein, during the four-year period prior to
7 the filing of this complaint. All remedies are cumulative pursuant to Business & Professions Code
8 section 17205.

9 107. Business and Professions Code section 17202 provides: “Notwithstanding section 3369
10 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or
11 penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce all applicable
12 penalty provisions of the Labor Code pursuant to Business and Professions Code section 17202.

13 108. Plaintiff requests injunctive relief pursuant to Business & Professions Code section
14 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

15 109. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a
16 financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and
17 it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys’
18 fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to Code of Civil
19 Procedure section 1021.5 and others.

20 **EIGHTH CAUSE OF ACTION**

21 **ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

22 **(Against all Defendants)**

23 110. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 111. Under Labor Code section 2699.3(a), a plaintiff may bring a cause of action under
26 PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to
27 have been violated.

28 112. Plaintiff gave written notice of the specified provisions alleged to have been violated,

1 including the facts and theories to support the alleged violations, as required by Labor Code section
2 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by
3 electronically filing the notice via the Department of Industrial Relations' website on February 26,
4 2025 (LWDA-CM-1082673-25).

5 113. Labor Code section 2699.3(a)(2)(C): "Notwithstanding any other provision of law, a
6 plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under
7 this part at any time within 60 days of the time periods specified in this part."

8 114. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that provides
9 for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
10 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
11 recovered through a civil action brought by an Aggrieved Employees on behalf of themselves and
12 other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

13 115. For all provisions of the Labor Code except those for which a civil penalty is
14 specifically provided, Labor Code section 2699(f) imposes upon Defendants a penalty of one hundred
15 dollars (\$100.00) for each Aggrieved Employees per pay period for the initial violation and two
16 hundred dollars (\$200.00) for each Aggrieved Employees per pay period for each subsequent pay
17 period in which Defendants violated these provisions of the Labor Code.

18 116. Defendants' conduct violates numerous Labor Code sections, including, but not limited
19 to, the following:

- 20 a) Failure to Pay All Earned Wages Including Minimum and Overtime Wages §§
21 204, 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197;
- 22 b) Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and
23 the applicable Wage Orders, § 11;
- 24 c) Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and
25 applicable Wage Orders § 12;
- 26 d) Failure to Provide Wage Statements and Payroll Records in Violation of Labor
27 Code §§ 226;
- 28 e) Failure to Provide Wage Statements and Personnel Records in Violation of Labor

Code §§ 226, 1198.5;

f) Failure to Provide Signed Records in Violation of Labor Code § 432;

g) Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;

h) Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802;

i) Failure to pay Plaintiffs and Aggrieved Employees waiting time penalties upon separation of employment pursuant to Labor Code §§ 201-204;

j) Failure to provide accurate itemized wage statements to Plaintiffs and other Aggrieved Employees pursuant to Labor Code §§ 226, 226.3;

k) Failure to maintain accurate records regarding the employment of Plaintiffs and other Aggrieved Employees as herein alleged pursuant to Labor Code §§ 1174 and 1174.5;

l) Violations of Labor Code sections 98.6, 98.7, 226, and 1198.5.

117. Further, Labor Code section 558(a) provides “[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid.”

118. Labor Code section 1197.1 also provides “[a]ny employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid . . . (2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.”

1 119. As set forth above, Defendants have violated numerous provisions of the Labor Code
2 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
3 the remedies set forth in Labor Code sections 558 and 1197.1 for himself, the underpaid employees,
4 and the State of California.

5 120. Plaintiff is an “Aggrieved Employee” because he was employed by the alleged
6 violators and had one or more of the alleged violations committed against him, and therefore is
7 properly suited to represent the interests of all other Aggrieved Employees.

8 121. Plaintiff has exhausted the procedural requirements under Labor Code section 2699.3
9 as to Defendants and are therefore able to pursue a claim for penalties on behalf of themselves and all
10 other Aggrieved Employees under PAGA.

11 122. Pursuant to Labor Code sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
12 recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited
13 above and alleged throughout this Complaint.

14 123. For bringing this action, Plaintiffs are entitled to attorney’s fees and costs incurred
15 herein.

16 **PRAYER FOR RELIEF**

17 Plaintiff, individually and on behalf of all others similarly situated, prays for relief and
18 judgment against Defendants, jointly and severally, as follows:

- 19 1. For certification of this action as a class action, including certifying the Class and
20 Subclass alleged by Plaintiff;
- 21 2. For appointment of Plaintiff, QUASHAWN LORAL BROOKS, as the class
22 representative;
- 23 3. For appointment of Zaghi Law, A.P.C. as class counsel for all purposes;
- 24 4. For compensatory damages in an amount according to proof with interest thereon;
- 25 5. For economic and/or special damages in an amount according to proof with interest
26 thereon;
- 27 6. For damages, monetary relief, wages, premiums, benefits and penalties, including
28 interest thereon;

- 1 7. For vacation pay pursuant to Labor Code section 227.3;
- 2 8. For waiting time penalties pursuant to Labor Code section 203;
- 3 9. For unpaid tips pursuant to Labor Code section 351;
- 4 10. For split-shift premiums, according to proof;
- 5 11. For reporting time pay, according to proof;
- 6 12. For liquidated damages pursuant to Labor Code section 1194.2;
- 7 13. For unreimbursed expenses pursuant to Labor Code section 2802;
- 8 14. For statutory penalties to the extent permitted by law, including those pursuant to the
- 9 Labor Code and IWC Wage Orders;
- 10 15. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 11 acquired by Defendants through unfair or unlawful business practices pursuant to
- 12 Business and Professions Code sections 17200 *et seq.*;
- 13 16. For an order requiring Defendants to restore and disgorge all funds to each employee
- 14 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 15 or fraudulent and, therefore, constituting unfair competition under Business and
- 16 Professions Code sections 17200, *et seq.*;
- 17 17. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6
- 18 and Civil Code sections 3287 and 3289;
- 19 18. For PAGA Penalties, civil penalties pursuant to 2698, *et seq.*;
- 20 19. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 21 provided by law;
- 22 20. For recovery of attorneys' fees and costs provided by Labor Code sections 226, 1194,
- 23 and Code of Civil Procedure section 1021.5; and
- 24 21. For such other relief as the Court deems just and proper.

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2 Dated: April 28, 2025

ZAGHI LAW, A.P.C.

3
4 By: *Zachary T. Chrzan*
5 Brian Zaghi, Esq.
6 Zachary T. Chrzan, Esq.
7 Attorneys for Plaintiff QUASHAWN LORAL
8 BROOKS, an individual, on behalf of
9 himself and all others similarly situated

10
11 **DEMAND FOR JURY TRIAL**

12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

13
14 Dated: April 28, 2025

ZAGHI LAW, A.P.C.

15 By: *Zachary T. Chrzan*
16 Brian Zaghi, Esq.
17 Zachary T. Chrzan, Esq.
18 Attorneys for Plaintiff QUASHAWN LORAL
19 BROOKS, an individual, on behalf of
20 himself and all others similarly situated
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