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Superior Court of California
County of Fresno
By: T. Espinoza, Deputy

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF FRESNO**

10
11 JAMAL ORTIZ, on behalf of himself and all
others similarly situated,

12 Plaintiff,

13 v.

14 TEXAS DE BRAZIL FRESNO
15 CORPORATION and DOES 1-100,

16 Defendants.

Case No.: 25CECG01756

CLASS ACTION COMPLAINT

1. Failure to Provide Compliant Meal Periods
2. Failure to Provide Compliant Rest Periods
3. Failure to Pay for All Hours Worked
4. Failure to Pay All Overtime Owed
5. Failure to Reimburse Work-Related Expenses
6. Failure to Pay Split Shift Premiums
7. Wage Statement Penalties
8. Waiting Time Penalties
9. Violation of Unfair Competition Law
10. Private Attorney General Act

21
22
23 **RELEVANT PARTIES**

24 1. Plaintiff Jamal Joel Ortiz ("Plaintiff") is an adult resident of Fresno County, State of
25 California, and was at all times relevant residing therein.

26 2. Defendant Texas de Brazil Fresno Corporation ("Defendant") is a Texas corporation with
27 its principal place of business located in Dallas County, Texas. Defendant is registered to and does
28 conduct business in the State of California and is subject to the laws of the State of California. All

1 acts and omissions of Defendant employees as alleged herein occurred while they were acting
2 within the course and scope of their employment.

3 3. The “Class” is defined as all current or former non-exempt employees of Defendant
4 employed in the State of California within four years prior to the date of the filing of this action
5 through the date of final disposition.

6 4. The “Waiting Time Subclass,” or “Subclass” are members of the “Class” who are no longer
7 employed by Defendants. Plaintiff hereby reserves the right to establish additional subclasses.

8 5. The “Aggrieved Employees” are all current or former non-exempt employees of Defendant
9 employed in the State of California within one year prior to the date that Plaintiff mailed his Private
10 Attorney’s General Act (“PAGA”) claim notices to Defendant, claim number LWDA-CM-
11 1077442-25, through the date of the final disposition of this action who were aggrieved of any of
12 the Labor Code violations alleged herein. Plaintiff intends to bring this action on behalf of the
13 Aggrieved Employees and as a proxy for the State of California.

14 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein as DOES
15 1 through 100, inclusive (“Doe Defendants”), and therefore sues said Doe Defendants by such
16 fictitious names. Plaintiff will seek leave of this Court to amend this Complaint to insert the true
17 names and capacities of such Doe Defendants when such information has been obtained. Plaintiff is
18 informed and believes, and based on such information and belief alleges, that each of the
19 fictitiously named Doe Defendants has participated in some way in the wrongful acts and
20 omissions alleged below, and is liable to Plaintiff for damages and other relief to which Plaintiff is
21 entitled. Defendant and Doe Defendants are collectively referred to as “Defendants”.

22 **JURISDICTION AND VENUE**

23 7. This action is properly filed in Fresno County because the acts and omissions that give rise
24 to Plaintiff’s claims took place in this County, and Defendant transacts substantial business in this
25 County.

26 8. This Court has jurisdiction over Defendants because Defendants’ unlawful conduct as
27 alleged herein occurred in Fresno County, California and Plaintiff suffered damages from such
28 conduct within this County.

FACTUAL ALLEGATIONS

9. At all times relevant, Plaintiff, the Class, and the Aggrieved Employees were “employees” of Defendant.

10. At all times relevant, Defendant routinely failed to provide lawful, uninterrupted 30-minute meal breaks to Plaintiff, Class Members, and the Aggrieved Employees.

11. At all times relevant, Plaintiff, Class Members, and Aggrieved Employees were not afforded the mandated 10-minute rest breaks for every four-hour (or major fraction thereof) period worked.

12. Specifically, despite working shifts of six or more hours and being entitled to a meal break and two rest breaks during that time, Plaintiff, Class Members, and Aggrieved Employees often received only a single 10-minute rest break—frequently at the end of their shift—or no real break at all.

13. By virtue of Defendant’s unrelenting scheduling demands and refusal to provide proper breaks, Plaintiff, Class Members, and Aggrieved Employees were compelled to work through meal or rest periods.

14. At all times relevant, Defendant required Plaintiff, Class Members, and Aggrieved Employees to purchase their own knives and other tools essential for performing their duties, yet failed to provide any reimbursement despite the fact that these tools were recoverable and reimbursable business expenses.

15. In a further display of disregard for employees’ fundamental rights, Defendant routinely scheduled Plaintiff, Class Members, and Aggrieved Employees into split shifts with a scant two-hour interval between segments—resulting in payment of earnings that, even when tallied to include that meager break, did not surpass the legally mandated minimum wage. Worse still, despite this clear shortfall, Defendant declined to pay the requisite split shift premium.

16. By failing to pay a split shift premium, and by mandating short, inconvenient breaks that deprived workers of a genuine opportunity to attend to personal matters, Defendant effectively shifted the financial burden of these scheduling practices onto its hourly workers. As a direct result

1 of these unlawful split shift policies, Plaintiff, Class Members, and Aggrieved Employees were
2 denied the additional compensation to which they were entitled.

3 17. Furthermore, by imposing short, two-hour split shifts, Defendant effectively extended the
4 total span of the workday for Plaintiff, Class Members, and Aggrieved Employees. Employees
5 either remained on or near the premises or had insufficient time to address personal matters during
6 those minimal intervals. Consequently, many workers were compelled to clock additional hours or
7 remain “under Defendant’s control,” ultimately pushing their total hours over the eight-hour daily
8 or forty-hour weekly threshold and triggering overtime obligations—obligations that Defendant did
9 not honor.

10 18. Defendant’s practice of denying legally mandated meal and rest breaks, compelling
11 employees to work off-the-clock, and foisting essential work expenses onto employees resulted in
12 paychecks that failed to capture the full measure of hours worked or compensation owed. By
13 extension, the wage statements also omitted the true number of hours for which employees should
14 have been compensated. Accordingly, Defendant’s wage statements thus lacked complete and
15 accurate itemization of earnings, making it all but impossible for employees to decipher whether
16 they were properly paid.

17 19. Defendant also forbade Plaintiff and Aggrieved Employees from sitting down during the
18 performance of their tasks, even though certain tasks could be performed seated. Furthermore,
19 Plaintiff and the Aggrieved Employees should have been provided with seats for use while not
20 actively performing their work duties, but such seating was not provided. This unlawful “no-
21 seating” policy contravenes California Industrial Welfare Commission Wage Orders mandates that
22 “[a]ll working employees shall be provided with suitable seats when the nature of the work
23 reasonably permits the use of seats.” It further states that “[w]hen employees are not engaged in the
24 active duties of their employment and the nature of the work requires standing, an adequate number
25 of suitable seats shall be placed in reasonable proximity to the work area and employees shall be
26 permitted to use such seats when it does not interfere with the performance of their duties.”

27 20. Finally, as a result of Defendant’s failure to pay all wages due to Plaintiff, Class Members,
28 and Aggrieved Employees during their employment, it follows that Defendant failed to pay all

1 wages due at the conclusion of Plaintiff and the Subclass' employment as well. Therefore,
2 Defendants are liable to Plaintiff, the Waiting Time Subclass, and Aggrieved Employees for
3 waiting time penalties.

4 21. The unlawful conduct described herein has been, and continues to be, an integral part of
5 Defendant's operating model. Plaintiff is informed and believes, and based thereon alleges, that
6 such practices applied to the entire Class throughout the Class Period.

7 **CLASS ACTION ALLEGATIONS**

8 22. This action is being brought and may be maintained as a class action under California Code
9 of Civil Procedure § 382 because the claims asserted herein meet all the necessary prerequisites for
10 class action treatment.

11 a. Numerosity: The Class meets the numerosity requirement because it consists of over 100
12 members, which would make joinder of individual class members impracticable.

13 b. Typicality: The typicality requirement is satisfied because Plaintiff's claims are identical to
14 the claims being asserted by all members of the Class. Further, Plaintiff's claim for failure to pay
15 all wages due at the conclusion of employment is typical as to the Waiting Time Subclass.

16 c. Adequacy: Plaintiff will fairly and adequately represent and protect the interests of the
17 members of the Class. Counsel for Plaintiff and the putative class members have substantial
18 experience in litigating employment matters generally, and class action cases specifically, and
19 further possess the financial resources needed to litigate the class claims at issue.

20 d. Superiority: A class action is superior to other available means in resolving this controversy
21 because it provides the optimal level of efficiency and fairness under the circumstances. When
22 Defendant has hundreds of employees, individual joinder of all proposed class and subclass
23 members would be impracticable. Moreover, questions of law and fact which are common to the
24 class predominate over any questions affecting only individual members—to the extent any
25 individual questions exist at all. Each member of the proposed class has been damaged and is
26 entitled to recovery by reason of Defendant's illegal policy and/or practices.

27 e. Commonality: The commonality requirement is satisfied for the Class because there are
28 common questions of law and fact involving the rights of each class member and the relief sought

1 by the entire class. Specifically, these common questions of law and fact include:

- 2 i. Whether Defendant underpaid wages in violation of Labor Code § 1194;
- 3 ii. Whether Defendant failed to provide Class members with complaint rest breaks or
- 4 payment in lieu thereof as required under Labor Code § 226.7;
- 5 iii. Whether Defendant failed to provide members of the Class with accurate itemized
- 6 wage statements as required under Labor Code § 226(a);
- 7 iv. Whether Defendant failed to reimburse Class members for work related expenses
- 8 associated with the discharge of their duties as required under Labor Code § 2802;
- 9 v. Whether Defendant failed to provide a split shift premium for Class Members
- 10 subjected to two-hour intervals between shifts;
- 11 vi. Whether Defendant's scheduling practices caused employees to exceed eight hours
- 12 in a day or forty hours in a week without overtime compensation, in violation of California Labor
- 13 Code §§ 510, 1194, and applicable Wage Orders;
- 14 vii. Whether Defendant's "no-seating" policy violated applicable Wage Orders;
- 15 viii. Whether Defendants failed to pay all wages due on separation or termination of
- 16 employment to members of the Waiting Time Subclass as required by Labor Code § 203;
- 17 ix. Whether Defendants violated Business & Professions Code § 17200 et seq. by
- 18 engaging in the acts alleged herein; and
- 19 x. The nature and extent of the damages, penalties, restitution, and injunctive relief to
- 20 which Plaintiff and the Class are entitled.

21 **PAGA ALLEGATIONS**

22 23. Pursuant to Labor Code § 2699(a), any provision of the Labor Code which provides for a
23 civil penalty to be assessed and collected by the Labor and Workforce Development Agency
24 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
25 action brought by an aggrieved employee on behalf of himself or herself and other current or
26 former employees pursuant to the procedures outlined in Labor Code § 2699.3.

27 24. Pursuant to Labor Code § 2699.3, an aggrieved employee may pursue a civil action under
28 PAGA after the following requirement have been met:

1 a. The aggrieved employee has provided written notice by online filing to the LWDA and by
2 certified mail to the employer (hereinafter “Employee’s Notice”) of the specific provisions of the
3 Labor Code alleged to have been violated, including the facts and theories to support the alleged
4 violations; and

5 b. The LWDA has provided notice (hereinafter “LWDA’s Notice”) to the employer and the
6 aggrieved employee by certified mail that it does not intend to investigate the aggrieved
7 employee’s claims. Upon receipt of the LWDA’s Notice, or if the LWDA does not provide such
8 Notice within 65 calendar days of the postmark date of the Employee’s Notice, the aggrieved
9 employee may commence a civil action pursuant to Labor Code § 2699 to recover civil penalties in
10 addition to any other penalties to which the employee may be entitled.

11 25. On February 3, 2025, Plaintiff provided written notice by online filing to the LWDA and by
12 certified mail to Defendants of specific provisions of the Labor Code alleged to have been violated
13 by Defendants, including the facts and theories to support the alleged violations.

14 26. The 65-day notice period has elapsed, and the LWDA did not provide Plaintiff with written
15 notice that it intends to investigate the alleged violations of the Labor Code. Thus, Plaintiff seeks
16 PAGA Penalties on behalf of all Aggrieved Employees.

17 27. The Aggrieved Employees are defined as “All other nonexempt, hourly employees, current
18 and former, who were employed by Defendants within one year prior to February 9, 2025, through
19 final disposition of this action.”

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

22 **(By Plaintiff and the Class Against All Defendants)**

23 28. Plaintiff and the Class incorporate by reference the paragraphs above.

24 29. Labor Code § 512 and the Wage Orders provide that “an employer shall not employ an
25 employee for a work period of more than five hours per day without providing the employee with a
26 meal period of not less than 30 minutes” or “for a work period of more than 10 hours per day
27 without providing the employee with a second meal period of not less than 30 minutes”.

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1 30. An employer provides compliant meal breaks to its employees “if it relieves its employees
2 of all duty, relinquishes control over their activities and permits them a reasonable opportunity to
3 take an uninterrupted 30-minute break.” [*Brinker Restaurant Corp. v. Superior Court*, (2012) 53
4 Cal.4th 1004, 1040].

5 31. Not only must an employer affirmatively relieve its employees of all duty during their meal
6 breaks, it also must not “impede or discourage” its employees from taking compliant meal breaks.
7 [*Ibid.*].

8 32. Defendants failed to provide Plaintiff and the Class with compliant meal breaks as alleged
9 herein.

10 33. For each day that Defendants failed to provide Plaintiff and the Class with a compliant meal
11 break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is
12 one additional hour of pay at the regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021)
13 11 Cal.5th 858].

14 34. Defendants failed to pay premium pay at Plaintiff and Class Members’ regular rate of pay
15 for each day a meal break was missed.

16 35. Plaintiff and the Class are therefore entitled to recover premium pay for missed meal
17 breaks, interest, penalties, attorney fees, and costs.

18 **SECOND CAUSE OF ACTION**

19 **FAILURE TO PROVIDE COMPLIANT REST PERIODS**

20 **(By Plaintiff and the Class Against All Defendants)**

21 36. Plaintiff incorporates by reference the paragraphs above.

22 37. Labor Code § 226.7 and the Wage Orders require employers to authorize and permit its
23 employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net
24 per four hours or major fraction thereof.

25 38. Furthermore, “[d]uring rest periods employers must relieve employees of all duties and
26 relinquish control over how employees spend their time.” [*Augustus v. ABM Sec. Servs., Inc.*,
27 (2016) 2 Cal.5th 257, 269].

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39. Defendants failed to provide Plaintiff and the Class with compliant rest breaks as alleged herein.

40. For each day that Defendants failed to provide Plaintiff and the Class with a compliant rest break, Defendants were required to remit premium pay pursuant to Labor Code § 226.7(c), which is one additional hour of pay at Plaintiff and the Class Members' regular rate of pay. [*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858].

41. Defendants failed to pay premium pay at Plaintiff and the Class Members' regular rate of pay for each day a rest break was missed.

42. Plaintiff and the Class are therefore entitled to recover premium pay for missed rest breaks, interest, penalties, attorney fees, and costs.

THIRD CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED

(By Plaintiff and the Class Against All Defendants)

43. Plaintiff and the Class incorporate by reference the paragraphs above.

44. Labor Code §§ 558 and 1194 and the Wage Orders require an employer to pay employees minimum wages for all hours worked fewer than eight hours in a day and/or fewer than 40 hours in a workweek.

45. Defendants failed to pay Plaintiff and the Class for all hours worked as alleged herein.

46. Plaintiff and the Class are therefore entitled to recover all unpaid wages, liquidated damages, interest, penalties, attorney fees, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME OWED

(By Plaintiff and the Class Against All Defendants)

47. Plaintiff and the Class incorporate by reference the paragraphs above.

48. Labor Code § 510 provides that "[a]ny 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."

49. Defendants failed to pay Plaintiff and the Class all overtime wages owed as alleged herein.

50. Plaintiff and the Class are therefore entitled to recover all unpaid overtime wages, liquidated damages, interest, penalties, attorney fees, and costs.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE WORK-RELATED EXPENSES

(By Plaintiff and the Class Against All Defendants)

51. Plaintiff and the Class incorporate by reference the paragraphs above.

52. Pursuant to Labor Code § 2802, an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the employee's discharge of his or her duties.

53. Defendants failed to reimburse Plaintiff and the Class for all work-related expenses as alleged herein.

54. Plaintiff and the Class are therefore entitled to reimbursement for all work-related expenses, penalties, attorney fees, and costs.

SIXTH CAUSE OF ACTION

FAILURE TO PAY SPLIT SHIFT PREMIUMS

(By Plaintiff and the Class Against All Defendants)

55. Plaintiff and the Class incorporate by reference the paragraphs above.

56. At all times relevant to this action, Defendant employed Plaintiff and the Class Members in occupations subject to Industrial Welfare Commission Wage Order No. 4-2001 (“Wage Order 4-2001”), which governs professional, technical, clerical, mechanical, and similar occupations. [See, 8 Cal. Code Regs. § 11040].

57. Under Wage Order 4-2001, a “split shift” occurs when the employer requires an employee to work two distinct shifts in the same workday, separated by one or more unpaid, non-working intervals—other than a bona fide rest or meal period.

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1 58. Wage Order 4-2001 mandates that any employee working a split shift be paid one
2 additional hour of pay at the state minimum wage in addition to the employee's regular earnings,
3 unless the employee's wages for that day already exceed the minimum required by law by at least
4 one hour's pay.

5 59. As alleged herein, Defendant routinely scheduled Plaintiff and the Class to work split shifts,
6 often with a short interval between shifts.

7 60. This interrupted scheduling did not constitute a lawful rest or meal period; rather, it
8 required employees to remain available to return to work and prevented them from fully attending
9 to personal matters during this time.

10 61. Despite compelling employees to work split shifts—and although the day's total earnings
11 frequently did not exceed minimum wage by at least one hour—Defendant failed to provide the
12 additional hour of pay at the applicable state minimum wage as required by Wage Order 4-2001.

13 62. By withholding the split shift premium, Defendant shifted the financial burden of its
14 scheduling practices onto hourly employees. Employees who were required to split their workday
15 with only a short, non-compensable break received no additional compensation for the
16 inconvenience and restriction of their free time.

17 63. This practice resulted in reduced overall earnings for Plaintiff and the Class—in
18 contravention of the wage protections set forth in Wage Order 4-2001.

19 64. Plaintiff and the Class are therefore entitled to recover unpaid split shift premiums for each
20 day that a split shift was worked, plus penalties, interest, attorneys' fees, and costs.

21 **SEVENTH CAUSE OF ACTION**

22 **WAGE STATEMENT PENALTIES**

23 **(By Plaintiff and the Class Against All Defendants)**

24 65. Plaintiff and the Class incorporate by reference the paragraphs above.

25 66. Labor Code § 226(a) requires employers to provide itemized wage statements to its
26 employees that identify accurate information regarding their compensation. Defendants, as a matter
27 of policy and practice, failed in its affirmative obligation to provide accurate itemized wage
28 statements to Plaintiff and the Class in violation of Labor Code § 226(a).

1 67. As alleged herein, the wage statements that Defendants issued to Plaintiff and the Class
2 were inaccurate and incomplete.

3 68. Defendants knowingly and intentionally issued wage statements that were inaccurate and
4 incomplete, and the issuance of inaccurate and incomplete wage statements caused injury to
5 Plaintiff and the Class because Plaintiff and the Class were unable to accurately verify and/or
6 calculate their wages.

7 69. Plaintiff and the Class are therefore entitled to the recovery of wage statement penalties,
8 attorney fees, and costs.

9 **EIGHTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(By Plaintiff and the Subclass Against All Defendants)**

12 70. Plaintiff and the Subclass incorporate by reference the paragraphs above.

13 71. Labor Code §§ 201 and 202 require that an employer provide an employee with all wages
14 due and payable either: (a) immediately upon termination, or (b) within 3 days of the employee's
15 resignation.

16 72. Labor Code § 203 provides that if an employer willfully fails to pay wages owed in
17 accordance with Labor Code §§ 201 or 202, then the wages of the employee continue as a penalty
18 from the due date at the same rate until paid or until an action is commenced, not to exceed thirty
19 days.

20 73. As alleged herein, Defendants willfully did not pay Plaintiff and the Subclass all wages
21 owed at the conclusion of employment.

22 74. Plaintiff and the Subclass are therefore entitled to the recovery of waiting time penalties,
23 interest, attorney fees, and costs.

24 **NINTH CAUSE OF ACTION**

25 **VIOLATION OF UNFAIR COMPETITION LAW**

26 **(By Plaintiff and the Class Against All Defendants)**

27 75. Plaintiff and the Class incorporate by reference the paragraphs above.

28 76. Defendants' conduct described herein constitutes unfair competition.

1 77. Specifically, Defendants have gained an unfair advantage over other similarly situated
2 businesses by unlawfully reducing their overhead costs by not paying their employees what they
3 are owed.

4 78. Pursuant to Business and Professions Code 17203, Plaintiff and the Class are entitled to
5 restitution of all wrongfully withheld wages.

6 79. Plaintiff and the Class may recover attorneys' fees pursuant to Code of Civil Procedure §
7 1021.5.

8 **TENTH CAUSE OF ACTION**

9 **PRIVATE ATTORNEYS GENERAL ACT**

10 **(By Plaintiff and the Aggrieved Employees Against All Defendants)**

11 80. Plaintiff and the Aggrieved Employees incorporate by reference the paragraphs above.

12 81. PAGA permits Plaintiff and the Aggrieved Employees to recover civil penalties for the
13 violation(s) of the Labor Code.

14 82. As alleged herein, Defendant's conduct violates numerous sections of the Labor Code.

15 83. With respect to violations of Labor Code §§ 226.7 and 558 for Defendant's failure to
16 provide Plaintiff and the Aggrieved Employees with compliant meal periods or compensation in
17 lieu thereof, the penalties in Labor Code §§ 558 and 2699 apply.

18 84. With respect to violations of Labor Code § 226.7 for Defendant's failure to provide Plaintiff
19 and the Aggrieved Employees with compliant rest periods or compensation in lieu thereof, the
20 penalties in Labor Code § 2699 apply.

21 85. With respect to violations of Labor Code § 1197 for Defendant's failure to compensate
22 Plaintiff and the Aggrieved Employees for all minimum wages earned, the penalties in Labor Code
23 §§ 1197.1 and 2699 apply.

24 86. With respect to violations of Labor Code § 510 for Defendant's failure to compensate
25 Plaintiff and the Aggrieved Employees for all overtime wages earned, the penalties in Labor Code
26 §§ 558, 1197.1, and 2699 apply.

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1 87. With respect to violations of Wage Order 4-2001 for Defendant's failure to provide split
2 shift premiums to Plaintiff and the Aggrieved Employees, the penalties in Labor Code § 2699
3 apply.

4 88. With respect to violations of Labor Code § 226(a) for failure to provide accurate wage
5 statements to Plaintiff and the Aggrieved Employees, the penalties in Labor Code §§ 226.3 and
6 2699 apply.

7 89. With respect to violations of Labor Code § 203 for failure to pay all wages due to Plaintiff
8 and the Aggrieved Employees and the conclusion of their employment, the penalties in Labor Code
9 § 2699 apply.

10 90. With respect to violations of Labor Code § 2802 for failure to reimburse Plaintiff and the
11 Aggrieved Employees for all work-related expenses, the penalties in Labor Code § 2699 apply.

12 91. With respect to violations of Labor Code § 1198 and the relevant wage order for failure to
13 provide Plaintiff and the Aggrieved Employees with suitable seating, the penalties in Labor Code §
14 2699 apply.

15 92. Pursuant to Labor Code § 2699(k)(1), Plaintiff and the Aggrieved Employees further seek
16 public injunctive relief in the form of an Order enjoining Defendants from continuing to violate the
17 California Labor Code in the manner alleged herein.

18 93. Additionally, Plaintiff and the Aggrieved Employees are entitled to attorneys' fees pursuant
19 to Labor Code § 2699(g).

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

22 First Cause of Action

- 23 1. Damages and/or penalties pursuant to Labor Code section 226.7
24 2. Interest
25 3. Attorneys' fees
26 4. Costs
27 5. Other relief the court deems proper

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1 Second Cause of Action

- 2 1. Damages and/or penalties pursuant to Labor Code section 226.7
3 2. Interest
4 3. Attorneys' fees
5 4. Costs
6 5. Other relief the court deems proper

7 Third Cause of Action

- 8 1. Damages and/or penalties pursuant to Labor Code sections 558, 1194, 1197, and 1197.1
9 2. Liquidated damages
10 3. Interest
11 4. Attorneys' fees
12 5. Costs
13 6. Other relief the court deems proper

14 Fourth Cause of Action

- 15 1. Damages and/or penalties pursuant to Labor Code sections 510, 558, and 1194
16 2. Interest
17 3. Attorneys' fees
18 4. Costs
19 5. Other relief the court deems proper

20 Fifth Cause of Action

- 21 1. Reimbursement of all work-related expenses
22 2. Attorneys' fees
23 3. Costs
24 4. Other relief the court deems proper

25 Sixth Cause of Action

- 26 1. An award of unpaid shift premiums
27 2. Interest
28 3. Penalties

- 1 4. Attorneys' fees
2 5. Costs
3 6. Other relief the court deems proper

4 Seventh Cause of Action

- 5 1. Penalties pursuant to Labor Code section 226
6 2. Attorneys' fees
7 3. Costs
8 4. Other relief the court deems proper

9 Eighth Cause of Action

- 10 1. Penalties pursuant to Labor Code section 203
11 2. Attorneys' fees
12 3. Costs
13 4. Other relief the court deems proper

14 Ninth Cause of Action

- 15 1. Restitution of all wrongfully withheld wages
16 2. Attorneys' fees
17 3. Costs
18 4. Other relief the court deems proper

19 Tenth Cause of Action

- 20 1. All applicable civil penalties available pursuant to Labor Code section 2698, et seq.
21 2. Public injunctive relief in the form of an Order enjoining Defendants from continuing to
22 violate the California Labor Code in the manner alleged herein
23 3. Attorneys' fees
24 4. Costs
25 5. Other relief the court deems proper

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1 Date: April 15, 2025

FRONTIER LAW CENTER

2 /s/ Manny Starr

3 Manny Starr

4 *Attorney for Plaintiff*

5 Jamal Ortiz

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