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

YANCY GARCIA., individually, and on behalf
of all others similarly situated, and on behalf of
the State of California and other aggrieved
persons,

Plaintiff,

v.

HAPI ENTERPRISES, LLC, a California
Limited Liability Company; and DOES 1
through 10, inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento
06/13/2025

By: A. Gray Deputy

Case No.: 25CV010050

**CLASS & PAGA REPRESENTATIVE
ACTION**

FIRST AMENDED COMPLAINT:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
9. PAGA Violations (Cal. Lab. Code §§ 2698).

DEMAND FOR JURY TRIAL

Judge: Hon. Jill Talley
Dept.: 23

Complaint Filed: April 25, 2025
Trial Date: Not Yet Set

Plaintiff Yancy Garcia (“Plaintiff”), based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendant Hapi Enterprises, LLC and DOES 1 through 10 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

2. Plaintiff brings the First through Ninth Causes of Action individually on her own behalf and as a class action on behalf of certain current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully below). The Class consists of Plaintiff and all other persons who have been employed by any Defendant in California as an hourly-paid or non-exempt employee within the applicable statute of limitations period.

3. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Sacramento County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

4. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide policy and practice of:

- (a) Failing to pay employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failing to provide employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing

1 to maintain accurate records of all meal periods taken or missed, and failing
2 to pay an additional hour's pay for each workday a meal period violation
3 occurred;

4 (c) Failing to authorize and permit employees to take timely and duty-free rest
5 periods in compliance with the California Labor Code and IWC Wage
6 Orders, and failing to pay an additional hour's pay for each workday a rest
7 period violation occurred;

8 (d) Willfully failing to pay employees all minimum, straight time, overtime,
9 meal period premium, and rest period premium wages due within the time
10 period specified by California law upon termination of employment;

11 (e) Failing to provide employees with accurate, itemized wage statements
12 containing all the information required by the California Labor Code and
13 IWC Wage Orders; and

14 (f) Failing to indemnify employees for expenditures incurred in direct discharge
15 of duties of employment.

16 5. On information and belief, Defendants, and each of them were on actual and
17 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
18 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
19 willful and deliberate.

20 6. At all relevant times, Defendants were and are legally responsible for all the
21 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
22 foregoing paragraphs as the employers of Plaintiff and the Class. Further, Defendants are
23 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
24 "respondeat superior."
25
26
27
28

THE PARTIES

A. Plaintiff

7. Plaintiff Yancy Garcia is a resident of Sacramento County, California who worked for Defendants in Sacramento, California as an hourly-paid, non-exempt employee from approximately May 31, 2017 to approximately February 22, 2025.

8. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

B. Defendants

9. Plaintiff is informed and believes, and based upon that information and belief alleges, that Defendant Hapi Enterprises, LLC is, and at all times herein mentioned, was:

- (a) A business entity conducting business in the State of California, including in Sacramento County; and,
- (b) The former employer of Plaintiff and the current and/or former employer of the putative Class because Defendant Hapi Enterprises, LLC suffered and permitted Plaintiff and the Class to work, and/or controlled their wages, hours, or working conditions.

10. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

11. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a significant number of the Plaintiff and the Class in the State of California.

12. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the

1 other employees described in the class definitions below, and exercised control over their wages,
2 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
3 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
4 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
5 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
6 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
7 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged
8 below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant
9 to and within the scope of the relationships alleged above, that each Defendant knew or should
10 have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
11 conduct of all other Defendants.

12 **JURISDICTION & VENUE**

13 13. This Court has subject matter jurisdiction over this action pursuant to California
14 Code of Civil Procedure section 410.10.

15 14. The Court has personal jurisdiction over Defendants because the Plaintiff and Class
16 Members' claims arise from Defendants' business activities conducted in California.

17 15. At all times mentioned herein, Defendants, inclusive and each of them, were
18 residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff
19 and the Class in the State of California.

20 16. Venue is appropriate in Sacramento County, California, because many acts and
21 omissions that give rise to the claims for relief alleged in this action occurred in Sacramento
22 County.

23 **ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

24 17. Plaintiff worked for Defendants in Sacramento, California as an hourly-paid, non-
25 exempt employee from approximately May 31, 2017 to approximately February 22, 2025. During
26 Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified
27 them as non-exempt from overtime. Defendants typically scheduled Plaintiff to work at least five
28 days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight

1 hours in a workday and/or more than forty (40) hours in a workweek.

2 18. Throughout Plaintiff's employment, Defendants failed to pay for all hours worked
3 (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally
4 compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely
5 pay all final wages to Plaintiff when Defendants terminated their employment, failed to furnish
6 accurate wage statements to Plaintiff, and failed to indemnify Plaintiff for expenditures. As
7 discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

8 19. Throughout the statutory period, Defendants maintained a policy and practice of not
9 paying Plaintiff and the Class for all hours worked, including minimum, straight time, and overtime
10 wages. Defendants required Plaintiff and the Class to work "off-the-clock," uncompensated, by,
11 for example, requiring Plaintiff and the Class to perform work prior to clocking in for the workday,
12 during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work
13 should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also
14 failed to maintain accurate records of the hours Plaintiff and the Class worked.

15 20. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff
16 and the Class with legally compliant meal periods. Defendants regularly, but not always, required
17 Plaintiff and the Class to work in excess of five consecutive hours a day without providing a 30-
18 minute, uninterrupted, and duty-free meal period for every five hours of work, or without
19 compensating Plaintiff and the Class for meal periods that were not provided by the end of the fifth
20 or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff and the Class
21 by requiring, pressuring, or encouraging them to perform work tasks that could not be completed
22 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Class
23 permission to take a meal period. Accordingly, Defendants' policy and practice was to not provide
24 meal periods to Plaintiff and the Class in compliance with California law.

25 21. Throughout the statutory period, Defendants have wrongfully failed to authorize
26 and permit Plaintiff and the Class to take legally compliant rest periods. Defendants regularly
27 required Plaintiff and the Class to work more than four consecutive hours a day without Defendants
28 authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every

four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Class for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiff and the Class by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Class permission to take a rest period. Accordingly, Defendants' policy and practice was to disallow Plaintiff and the Class to take rest periods required under California law.

22. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiff and the Class all final wages due at their termination of employment. In addition, Plaintiff's final paychecks did not include payment for all expenditures, minimum wages, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed by Defendants at the conclusion of their employment. On information and belief, Defendants' failure to timely pay Plaintiff's final wages when their employment terminated was not a single, isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and the Class.

23. Throughout the statutory period, Defendants failed to furnish Plaintiff and the Class with accurate, itemized wage statements showing all applicable hourly rates, all overtime hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not allowed in accordance with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to incorrectly believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages;
- (b) the violations led them to incorrectly believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages;

- (c) the violations led them to incorrectly believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate;
- (d) the violations led them to incorrectly believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e) and injunctive relief under California Labor Code § 226(h).

24. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and the Class regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attire.

25. Plaintiff and the Class incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiff and the Class for these employment-related expenses.

CLASS ACTION ALLEGATIONS

26. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure § 382.

27. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

28. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending when notice to the Class is sent.

29. At all material times, Plaintiff was a member of the Class.

30. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is presently unknown to Plaintiff; however, the Class is estimated to be greater than forty (40) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims (or defenses, if any)

are typical of all Class Members' claims as demonstrated herein.

(c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also 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 the class members who are not named in the

complaint with a type of anonymity that allows for the vindication of their rights while their privacy is protected.

32. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; and,
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

33. This Court should permit this action to be maintained as a class action pursuant to California Code of Civil Procedure § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the Class;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable

relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the class would create a risk of:

1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,

2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

34. Plaintiff contemplates the eventual issuance of notice to the proposed members of the Class that would set forth the subject and nature of the instant action. The Defendants' own business records may be utilized for assistance in the preparation and issuance of the contemplated notices. To the extent that any further notices may be required, Plaintiff contemplates the use of additional techniques and forms commonly used in class actions, such as published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class and deemed necessary and/or appropriate by the Court.

FIRST CAUSE OF ACTION

(Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

35. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 34 in this Complaint.

36. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

37. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiff and the Class compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

38. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

39. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

40. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class, and which will be ascertained according to proof at trial.

41. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

42. Pursuant to California Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the applicable statute of limitations period,

1 Plaintiff and the Class were entitled to be paid twice a month at rates required by law, including
2 minimum and straight time wages. However, during all such times, Defendants systematically
3 failed and refused to pay Plaintiff and the Class all such wages due and failed to pay those wages
4 twice a month.

5 44. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and
6 straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor
7 Code §§ 218.5, 218.6, and 1194(a).

8 **SECOND CAUSE OF ACTION**

9 **(Against All Defendants for Failure to Pay Overtime Wages)**

10 45. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
11 1 through 44 in this Complaint.

12 46. California Labor Code § 510 provides that employees in California shall not be
13 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
14 receive additional compensation beyond their regular wages in amounts specified by law.

15 47. California Labor Code §§ 1194 and 1198 provide that employees in California shall
16 not be employed more than eight hours in any workday unless they receive additional
17 compensation beyond their regular wages in amounts specified by law. Additionally, California
18 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
19 by the IWC is unlawful.

20 48. At all times relevant hereto, Plaintiff and the Class have worked more than eight
21 hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

22 49. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
23 overtime compensation for the hours they have worked in excess of the maximum hours
24 permissible by law as required by California Labor Code §§ 510 and 1198.

25 50. By virtue of Defendants' unlawful failure to pay additional premium rate
26 compensation to the Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
27 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
28

1 them, but which exceed the jurisdictional minimum of this Court, and which will be ascertained
2 according to proof at trial.

3 51. By failing to keep adequate time records required by Labor Code § 1174(d),
4 Defendants have made it difficult to calculate the full extent of overtime compensation due to
5 Plaintiff and the Class.

6 52. Plaintiff and the Class also request recovery of overtime compensation according to
7 proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as
8 the assessment of any statutory penalties against Defendants, in a sum as provided by the California
9 Labor Code and/or other statutes.

10 53. California Labor Code § 204 requires employers to provide employees with all
11 wages due and payable twice a month. The Wage Orders also provide that every employer shall
12 pay to each employee, on the established payday for the period involved, overtime wages for all
13 overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and the Class
14 with all compensation due, in violation of California Labor Code § 204.

15 **THIRD CAUSE OF ACTION**

16 **(Against All Defendants for Failure to Provide Meal Periods)**

17 54. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 53 in this Complaint.

19 55. Under California law, Defendants have an affirmative obligation to relieve the
20 Plaintiff and the Class of all duty to allow first daily meal periods no later than the start of
21 Plaintiff's and each of the Class Member's sixth hour of work in a workday, and to take second
22 meal periods no later than the start of the eleventh hour of work in the workday. California Labor
23 Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid
24 meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of
25 California Labor Code § 226.7 for an employer to require any employee to work during any meal
26 period mandated under any Wage Order.

27 56. Despite these legal requirements, Defendants regularly failed to provide Plaintiff
28 and the Class with both meal periods as required by California law. By their failure to permit and

1 authorize Plaintiff and the Class to take all meal periods as alleged above (or because Defendants
2 made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully
3 violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

4 57. Under California law, Plaintiff and the Class are entitled to be paid one hour of
5 additional wages for each workday he or she was not provided with all required meal periods, plus
6 interest.

7 **FOURTH CAUSE OF ACTION**

8 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

9 58. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
10 1 through 57 in this Complaint.

11 59. Defendants are required by California law to authorize and permit breaks of ten
12 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
13 two hours). According to California Labor Code § 512, the applicable Wage Orders require that
14 the employer permit and authorize all employees to take paid rest periods of ten minutes each for
15 each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten
16 minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so
17 required is itself a violation of California's rest break laws. It is a violation of California Labor
18 Code § 226.7 for an employer to require any employee to work during any rest period mandated
19 under any Wage Order.

20 60. Despite these legal requirements, Defendants failed to authorize Plaintiff and the
21 Class to take rest breaks, regardless of whether employees worked more than four hours in a
22 workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as
23 alleged above (or because Defendants made it impossible or impracticable to take these
24 uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code
25 § 226.7 and the applicable Wage Orders.

26 61. Under California law, Plaintiff and the Class are entitled to be paid one hour of
27 premium wages rate for each workday he or she was not provided with all required rest breaks,
28 plus interest.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

62. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 61 in this Complaint.

63. California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

64. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

65. Defendants' failure to pay those Class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

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

67. The Class is also entitled to recover from Defendants their accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

68. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 68 in this Complaint.

70. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the Class, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

72. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both

1 their legal right to receive, and their protected interest in receiving, accurate, itemized wage
2 statements under California Labor Code § 226(a).

3 74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and
4 time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured by
5 having to bring this action to attempt to obtain correct wage information following Defendants'
6 refusal to comply with many of the mandates of California's Labor Code and related laws and
7 regulations.

8 75. Plaintiff and the Class are entitled to recover from Defendants the greater of their
9 actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or
10 an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

11 76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of
12 attorneys' fees and costs to ensure compliance with this section, pursuant to California Labor Code
13 § 226(h).

14 **SEVENTH CAUSE OF ACTION**

15 **(Against All Defendants for Failure to Indemnify Employees for Expenditures)**

16 77. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
17 1 through 76 in this Complaint.

18 78. As set forth above, Plaintiff and the Class were required to incur substantial
19 necessary expenditures and losses in direct consequence of the discharge of their duties or of their
20 obedience to directions of Defendants.

21 79. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
22 Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the
23 discharge of their duties or of their obedience to directions of Defendants.

24 80. As a result, Plaintiff and the Class were damaged at least in the amounts of the
25 expenses they paid, or which were deducted by Defendants from their wages.

26 81. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs
27 of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code
28 § 2802(b).

EIGHTH CAUSE OF ACTION

(Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

82. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 81 in this Complaint.

83. Defendants, and each of them, are “persons” as defined under California Business & Professions Code § 17201.

84. Defendants’ conduct has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

85. Defendants’ activities are violations of California law and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

86. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. All the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Minimum and Straight Time Wages

87. Defendants’ failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

88. Defendants’ failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

89. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

90. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

91. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

92. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants have obtained valuable property, money and services from Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly situated, of valuable rights and benefits guaranteed by law, all to their detriment.

93. Plaintiff and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

94. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants to recover restitution.

95. Plaintiff, individually, and on behalf of members of the putative class, is further entitled to, and does, seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices

1 in the future.

2 96. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
3 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
4 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
5 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
6 individually, and on behalf of members of the putative Class, has suffered and will continue to
7 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
8 engage in said unfair, unlawful and/or fraudulent business practices.

9 97. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth
10 herein above, they will continue to avoid paying the appropriate taxes, insurance and other
11 withholdings.

12 98. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and
13 putative Class Members are entitled to restitution of the wages withheld and retained by
14 Defendants during a period that commences four years and 178 days prior to the filing of this
15 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
16 Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil
17 Procedure § 1021.5 and other applicable laws; and an award of costs.

18 **NINTH CAUSE OF ACTION**

19 **(Civil Penalties Under the Private Attorneys General Act of 2004,**

20 **Cal. Lab. Code, §§ 2698, *et seq.*)**

21 99. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
22 1 through 98 in this Complaint.

23 100. At all times herein mentioned, Defendants were subject to the California Labor
24 Code and the applicable IWC Wage Orders.

25 101. California Labor Code section 2699, subdivision (a) specifically provides for a
26 private right of action to recover penalties for violations of the California Labor Code:
27 "Notwithstanding any other provision of law, any provision of this code that provides for a civil
28 penalty to be assessed and collected by the Labor and Workforce Development Agency or any of

its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3.”

102. Plaintiff has exhausted her administrative remedies pursuant to California Labor Code section 2699.3. On or about March 25, 2025, Plaintiff gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the California Labor Code that Defendants have violated against Plaintiff and current and former Aggrieved Employees, including the facts and theories to support the violations. Plaintiff also paid the filing fee on or about March 25, 2025. Plaintiff’s PAGA case number is LWDA-CM-1088323-25. A true and correct copy of the PAGA notice is attached as Exhibit 1.

103. More than 65 days has elapsed since Plaintiff provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the notices. Accordingly, Plaintiff may commence a civil action to recover penalties under California Labor Code section 2699 pursuant to section 2699.3 for the violations of the Labor Code described in this Complaint. Thus, pursuant to California Labor Code section 2699, subdivision (a), Plaintiff for herself and all current and former Aggrieved Employees, seeks recovery of any and all applicable civil penalties for Defendants’ violation of California Labor Code sections 226, 226.3, 226.7, 558, 1197.1, 2699, 2800, and 2802.

104. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods, and total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order

1 section 7, subdivision (A)(5), every employer shall keep total hours worked in the payroll period
2 and applicable rates of pay.

3 105. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the California Labor Code and IWC Orders by
5 failing to maintain accurate records showing meal periods, and accurate records showing when
6 employees begin and end each work period. Defendants' failure to provide and maintain records
7 required by the California Labor Code and IWC Wage Orders deprived Plaintiff and the Aggrieved
8 Employees the ability to know, understand and question the accuracy and frequency of meal
9 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff
10 and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which
11 resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the
12 Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use
13 and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in
14 seeking to compel Defendants to fully perform their obligation under state law, all to their
15 respective damage in amounts according to proof at trial. Because of Defendants' knowing failure
16 to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the
17 Aggrieved Employees have also suffered an injury in that they were prevented from knowing,
18 understanding, and disputing the wage payments paid to them.

19 106. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
20 of civil penalties on behalf of the State of California and similarly Aggrieved Employees of
21 Defendants. The exact amount of the applicable penalties, in all, is in an amount to be shown
22 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

23 107. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant
24 to California Labor Code section 2699, subdivision (g)(1) which states, "Any employee who
25 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."

26 **PRAYER FOR RELIEF**

27 Plaintiff, individually, and on behalf of all others similarly situated only with respect to the
28 class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

As to the First Cause of Action

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;
5. For unpaid wages as may be appropriate;
6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;
7. For liquidated damages;
8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
9. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;
11. For unpaid wages at overtime wage rates as may be appropriate;
12. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,
14. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

15. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

16. For unpaid meal period premium wages as may be appropriate;

17. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

18. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

19. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

20. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

21. For unpaid rest period premium wages as may be appropriate;

22. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

23. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

24. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

25. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

26. For statutory wage penalties pursuant to California Labor Code § 203 for former employees who have left Defendants' employ;

27. For pre-judgment interest on any unpaid wages from the date such amounts were due;

28. For reasonable attorneys' fees and for costs of suit incurred herein; and,

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

30. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual damages, according to proof;

32. For statutory penalties pursuant to California Labor Code § 226(e);

33. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

34. For reasonable attorneys' fees and for costs of suit incurred herein; and,

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

36. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

37. For unpaid wages or unreimbursed business expenses as may be appropriate;

38. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

39. For reasonable attorneys' fees and for costs of suit incurred herein; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

41. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify employees for expenditures;

42. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment interest from the day such amounts were due and payable;

43. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

44. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

45. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

46. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code by failing to pay wages for all hour worked (including minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to furnish accurate wage statements, and failing to indemnify employees for expenditures;

48. For all civil penalties pursuant to California Labor Code sections 2699, *et seq.*, and all other applicable Labor Code provisions;

49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 2699; and

50. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action

51. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: June 13, 2025

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho
Chumahan B. Bowen
Jennifer M. Leinbach

Attorneys for Plaintiff

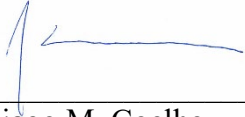
DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Respectfully submitted,

Dated: June 13, 2025

WILSHIRE LAW FIRM, PLC

By: 

Thiago M. Coelho
Chumahan B. Bowen
Jennifer M. Leinbach
Attorneys for Plaintiff

EXHIBIT 1

**WILSHIRE LAW FIRM,
PLC**

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March 25, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Via Online Submission)

Charles Vanzandt Specht Jr.
Agent for Service of Process for:
Hapi Enterprises, LLC
788 Alloy Court
West Sacramento, CA 95691
#9489 0090 0027 6637 9670 40
***(Via U.S. Certified Mail,
Return Receipt Requested)***

Hapi Enterprises, LLC
788 Alloy Court
West Sacramento, CA 95691
#9489 0090 0027 6637 9670 33
***(Via U.S. Certified Mail,
Return Receipt Requested)***

Re: *Yancy Garcia v. Hapi Enterprises, LLC, et al.*
Notice of California Labor Code Violations and PAGA Penalties

To Whom It May Concern:

Please be advised that my office has been retained by Yancy Garcia to pursue a California Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code, §§ 2699, *et seq.*) against Ms. Garcia's former employer, Hapi Enterprises, LLC ("Hapi"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Hapi is alleged to have engaged in with respect to Ms. Garcia and all other persons who worked for Hapi in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (the "Aggrieved Employees").

Ms. Garcia wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other Aggrieved Employees.

Ms. Garcia and the Aggrieved Employees suffered the California Labor Code violations described below.

Ms. Garcia's Employment with Hapi

Hapi owns or owned and operates or operated an industry, business, and establishment within the State of California. Thus, and based upon all the facts and circumstances incident to Hapi in California, Hapi is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business and Professions Code.

Ms. Garcia worked for Hapi in California between May 31, 2017 and February 22, 2025 as an hourly-paid, non-exempt employee. During Ms. Garcia's employment for Hapi, Hapi paid Ms. Garcia an hourly wage and classified Ms. Garcia as non-exempt from overtime. Hapi typically scheduled Ms. Garcia to work at least five days in a workweek and at least eight hours per day, but Ms. Garcia regularly worked more than eight hours in a workday and/or more than 40 hours in a workweek.

Throughout Ms. Garcia's employment, Hapi: (1) failed to pay for all hours worked (including minimum, straight time, and overtime wages); (2) failed to provide Ms. Garcia with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); (3) failed to authorize and permit Ms. Garcia to take rest periods; (4) failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; (5) failed to timely pay all final wages to Ms. Garcia when Hapi terminated Ms. Garcia's employment; (6) failed to furnish accurate wage statements to Ms. Garcia; and (7) failed to indemnify Ms. Garcia for expenditures. As discussed below, Ms. Garcia's experience working for Hapi was typical and illustrative.

Hapi Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, California Labor Code section 510 provides that employees in California shall not be employed more than eight hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

California Labor Code sections 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code section 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Hapi maintained a policy and practice of not paying Ms. Garcia and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Hapi required Ms. Garcia and the Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring Ms. Garcia and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Hapi also failed to maintain accurate records of the hours Ms. Garcia and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by Hapi, this system resulted, over a period of time, in failing to compensate Ms. Garcia and the Aggrieved Employees properly for all the time they have actually worked even though the realities of Hapi's operations are such that it is possible,

practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Ms. Garcia and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again Hapi may have also failed to maintain accurate records of the hours Ms. Garcia and the Aggrieved Employees worked.

As a result, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210, 1197.1, and 2699, subdivision (f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods.

Despite these legal requirements, Hapi wrongfully failed to provide Ms. Garcia and the Aggrieved Employees with legally compliant meal periods. Hapi regularly, but not always, required Ms. Garcia and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Ms. Garcia and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Hapi continued to assert control over Ms. Garcia and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Garcia and the Aggrieved Employees permission to take a meal period. Hapi also never informed Ms. Garcia of the right to, nor permitted Ms. Garcia to take, a second meal period when he worked at least 10 hours in a workday. Accordingly, Hapi's policy and practice was not to provide meal periods to Ms. Garcia and the Aggrieved Employees in compliance with California law.

Ms. Garcia and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal periods. Hapi, however, regularly failed to pay Ms. Garcia and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Hapi has wrongfully failed to authorize and permit Ms. Garcia and the Aggrieved Employees to take legally compliant rest periods. Hapi regularly required Ms. Garcia and the Aggrieved Employees to work in excess of four consecutive hours a day without Hapi authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Ms. Garcia and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Hapi continued to assert control over Ms. Garcia and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Garcia and the Aggrieved Employees permission to take a rest period. Accordingly, Hapi's policy and practice was to not authorize and permit Ms. Garcia and the Aggrieved Employees to take rest periods in compliance with California law.

Ms. Garcia and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not authorized and permitted to take all required rest periods. Hapi, however, regularly failed to pay Ms. Garcia and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration

Federal law defining and interpreting "regular rate" under the Fair Labor Standards Act ("FLSA") governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to FLSA standards to interpret the 'regular rate of pay' under California law." (*Ibid.*) "Under the FLSA, the 'regular rate' of pay 'at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee,' subject to certain enumerated exceptions." (*Id.* at pp. 1129–30, quoting 29 U.S.C. § 207, subd. (e)(3).) "The burden is on Hapi to establish that its bonus payments fall within one of the exceptions in § 207(e)." (*Ibid.*)

The Department of Labor has interpreted section 207 to permit an employer to exclude a "discretionary bonus," but not a "promised bonus" from the "regular rate" of pay:

Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay. Attendance bonuses, individual or group production bonuses, bonuses for quality and accuracy of work, bonuses contingent upon the employee's continuing in employment until the time the payment is to be made and the like are in this category. They must be included in the regular rate of pay.

(29 C.F.R. § 778.211 (2011); *see also* DLSE Manual § 49.1.2.4, subd. (3), incorporating 29 C.F.R. § 778.211.)

Ms. Garcia and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but Hapi failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

As outlined by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878, for purposes of paying sick pay and premiums, “the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning as ‘regular rate of pay’ in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee.”

Hapi should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it did not, Hapi is liable to Ms. Garcia and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 210 and 2699, subdivision (f)(2).

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Ms. Garcia and the Aggrieved Employees for all wages as discussed above, Hapi also violated California Labor Code section 204.

Section 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Hapi systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Hapi, all wages for all rest periods not authorized and permitted by Hapi, and all wages for all hours worked. As a result, Hapi owes employees the legally required wages for unpaid wages, and Ms. Garcia and the Aggrieved Employees suffered damages in those amounts.

Moreover, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 210 for failing to pay all earned wages twice per month.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Ms. Garcia seeks penalties under California Labor Code section 1174, subdivision (d). Pursuant to California Labor Code section 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code section 1174 is subject to a penalty under section 1174.5. Pursuant to the applicable IWC Order section 7, subdivision (A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Hapi, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Garcia and the Aggrieved Employees.

Hapi's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Garcia and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Hapi's records. Therefore, Ms. Garcia and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Hapi. As a direct result, Ms. Garcia and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Hapi to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Hapi's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Garcia and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

Failure to Timely Pay All Wages at Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Ms. Garcia and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Hapi failed, and continues to fail to pay Ms. Garcia and terminated Aggrieved Employees, without abatement, all wages required to be paid by California Labor Code sections 201 and 202 either at the time of discharge, or within 72 hours of their leaving Hapi's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Hapi's conduct violates California Labor Code sections 201 and 202. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the

same rate until paid or until an action is commenced; but the wages shall not continue for more than 30 days.

Accordingly, Ms. Garcia and the Aggrieved Employees are entitled to recover from Hapi their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California Labor Code section 203.

Moreover, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 2699, subdivision (f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

California Labor Code section 226, subdivision (a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her Social Security number or an employee identification number other than a Social Security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Cal. Lab. Code, § 226, subd. (e)(2)(B)(iii).)

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” (Cal. Lab. Code, § 226, subd. (e)(1).)

Throughout the statutory period, Hapi failed to furnish Ms. Garcia and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as “wages earned” and credited as “hours worked” in wage statements has been a settled issue since at least 2022.

Because Hapi violated California Labor Code section 226, Ms. Garcia and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Garcia and similarly Aggrieved Employees are entitled to recover from Hapi the greater of their actual

damages caused by Hapi's failure to comply with California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding \$4,000 per employee.

Moreover, Hapi is liable to Ms. Garcia and the Aggrieved Employees for the civil penalties provided for in California Labor Code section 226.3 for failing to furnish accurate itemized wage statements.

Failure to Indemnify for Necessary Expenditures

California Labor Code section 2802, subdivision (a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Hapi wrongfully required Ms. Garcia and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Hapi. Ms. Garcia and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Ms. Garcia and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Hapi, but Hapi failed to indemnify Ms. Garcia and/or the Aggrieved Employees for these employment-related expenses.

As a result, Hapi is liable to Ms. Garcia and/or the Aggrieved Employees for the civil penalties provided for in California Labor Code sections 2802 and 2699, subdivisions (f)(2) for failing to indemnify Ms. Garcia and/or the Aggrieved Employees for necessary business expenditures.

Action for Civil Penalties Under PAGA

In light of the above, Ms. Garcia alleges that Hapi violated the following provisions of the California Labor Code with respect to the Aggrieved Employees:

1. California Labor Code sections 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. California Labor Code section 226.7 and applicable Wage Orders by failing to provide meal periods;
3. California Labor Code section 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. California Labor Code sections 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay;
5. California Labor Code section 204 by failing to pay all earned wages two times per month;
6. California Labor Code section 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;

7. California Labor Code sections 201 to 203 by willfully failing to pay all wages owed at termination;
8. California Labor Code section 226 by failing to provide accurate itemized wage statements; and
9. California Labor Code section 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Ms. Garcia seeks applicable penalties related to the violations alleged above pursuant to PAGA. These include, but are not limited to, penalties under California Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699, subdivision (f)(2).

Ms. Garcia has placed Hapi on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



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