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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT  
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By: Crista Martinez, DEPUTY

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

EDGAR MARTINEZ, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

TURNER'S OPERATIONS INC., a California  
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. CIVSB2514243

**CLASS AND REPRESENTATIVE ACTION  
COMPLAINT**

- (1) Unpaid Wages  
(Lab. Code § 1182.12, 1197);**
- (2) Unpaid Overtime  
(Lab. Code §§ 510, 1198);**
- (3) Unpaid Sick Pay Wages  
(Lab. Code §§ 201-204, 233, 246);**
- (4) Inaccurate Itemized Wage Statements  
(Lab. Code § 226(a));**
- (5) Unfair or Unlawful Business Practices  
(Bus. & Prof. Code §§ 17200 et seq.); and**
- (6) Violations of the California Labor Code  
(Lab. Code §§ 2698 et seq.)**

**DEMAND OVER \$35,000.00**

1 On behalf of himself and other similarly situated current and former employees of Defendants,  
2 and as a proxy for the State of California, Plaintiff, Edgar Martinez, submits this Class and  
3 Representative Action Complaint against Defendant, Turner’s Operations Inc., and Does 1 through 50  
4 (collectively, “Defendants”).

## 5 INTRODUCTION

6 1. This class action challenges systemic employment practices resulting in violations of the  
7 California Labor Code against individuals who worked for Defendants. Plaintiff is informed and  
8 believes that Defendants have jointly and severally acted intentionally and with deliberate indifference  
9 and conscious disregard to the rights of employees by failing to pay all minimum, regular, and overtime  
10 wages, failing to pay all sick pay wages, failing to timely pay all wages during employment or upon  
11 termination of employment, and failing to provide complete and accurate itemized wage statements.  
12 The Complaint seeks damages, penalties, and other relief pursuant to, among other provisions, Labor  
13 Code sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 233, 246, 510, 558, 1182.12, 1194, 1194.2,  
14 1197, 1197.1, 1198, and 2698 et seq. and the Unfair Competition Law, codified at Business and  
15 Professions Code sections 17200 et seq. (the “UCL”).<sup>1</sup>

16 2. Defendants routinely fail to pay wages, including minimum wages and overtime wages,  
17 for all hours worked, including, for example, the time that Plaintiff and other non-exempt employees  
18 spend undergoing mandatory security checks at the end of each shift. Specifically, after clocking out  
19 and without the payment of wages, Defendants require Plaintiff and other non-exempt employees to  
20 wait for and submit to a mandatory security check. Defendants do not pay any wages for this time.

21 3. Defendants also fail to pay sick pay wages at the regular rate of pay. Plaintiff and other  
22 non-exempt employees earn non-base hourly wages or other non-hourly, non-discretionary  
23 remuneration, including for example spiffs. Defendants fail to consider such wages when paying sick  
24 pay wages. Rather than pay sick pay wages at the regular rate of pay, Defendants underpay sick pay  
25 wages to Plaintiff and other non-exempt employees.

26 4. Because Plaintiff and other non-exempt employees are not paid all wages and are  
27 underpaid sick pay wages, Defendants routinely fail to timely pay Plaintiff and other non-exempt  
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<sup>1</sup> Except as otherwise noted, all “Section” references are to the Labor Code.

1 employees all wages during employment or upon separation of employment. Moreover, Defendants also  
2 routinely fail to furnish wage statements that accurately show and itemize all applicable hourly rates in  
3 effect during the pay period and the corresponding number of hours worked at each rate, gross wages  
4 earned, net wages earned, and total hours worked.

5 5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a  
6 system of willful violations of the Labor Code by creating and maintaining policies, practices, and  
7 customs that knowingly deny its employees the above stated rights and benefits.

8 6. The policies, practices, and customs of Defendants result in unjust enrichment of  
9 Defendants and an unfair business advantage over businesses that comply with the Labor Code.

#### 10 JURISDICTION AND VENUE

11 7. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of  
12 Defendants' violations of Sections 201-204, 226, 233, 246, 510, 1182.12, and 1197, and the UCL.

13 8. Venue is proper in the County of San Bernardino. Plaintiff worked for Defendants in  
14 Chino Hills, California.

#### 15 PARTIES

16 9. In October of 2023 Plaintiff was hired by Defendants as a cashier and worked in  
17 California for Defendants for 30 or more days within a year of hiring. Until his employment ended in  
18 March of 2025, Plaintiff was paid on an hourly basis as a non-exempt employee. When Plaintiff ended  
19 work shifts, Defendants required Plaintiff to wait for and submit to a mandatory security check, after  
20 clocking out. Even though Plaintiff was a non-exempt employee and paid on an hourly basis,  
21 Defendants did not pay any wages for this time. Moreover, throughout Plaintiff's employment, Plaintiff  
22 also accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned  
23 non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example  
24 spiffs, in addition to Plaintiff's base hourly wages, sick pay wages were paid at Plaintiff's base rate of  
25 pay rather than Plaintiff's regular rate of pay. Plaintiff was not timely paid all due wages during  
26 employment or upon separation of employment and also was not provided with accurate itemized wage  
27 statements. Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of  
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1 in this action in ways that have deprived Plaintiff of the rights guaranteed by the Labor Code and the  
2 UCL.

3 10. Plaintiff is informed and believes that Turner's Operations Inc. was and is a California  
4 corporation. Plaintiff is informed and believes that at all times herein mentioned named defendants and  
5 Does 1 through 50, were and are corporations, business entities, individuals, or partnerships that are and  
6 were licensed to do business and actually doing business in the State of California. Based upon all the  
7 facts and circumstances incident to Defendants' business, Defendants are subject to Sections 201-204,  
8 226, 233, 246, 510, 1182.12, and 1197, and the UCL.

9 11. Plaintiff does not know the true names or capacities of the defendants sued herein as  
10 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are  
11 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names  
12 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was  
13 responsible in some way for the matters alleged herein and proximately caused the illegal employment  
14 practices, wrongs, and injuries complained of herein.

15 12. At all times mentioned herein, each of said Defendants participated in the doing of the  
16 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of  
17 the other Defendants, as well as the agents of all Defendants, and were acting within the course and  
18 scope of said agency and employment.

19 13. Plaintiff is informed and believes that at all times material hereto, each of said  
20 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,  
21 each of the other Defendants and was acting within the course and scope of such agency, employment,  
22 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by  
23 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or  
24 omissions of the acting Defendants.

25 14. Plaintiff is informed and believes that at all times material hereto each of the Defendants  
26 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the  
27 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in  
28 pursuance of, a joint venture, partnership, or common enterprise.

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## CLASS ACTION ALLEGATIONS

15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class certification of the following class and subclass: (i) all current and former non-exempt employees of Defendants in the State of California since May 20, 2021 (the “Class”), (ii) all current and former non-exempt employees of Defendants in the State of California who have worked more than 8.0 hours in a day or 40 hours in a workweek since May 20, 2021 (the “Overtime Sub-Class”), (iii) all current and former non-exempt employees of Defendants in the State of California who have been paid sick pay wages in a workweek since May 20, 2021, in which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration (the “Sick Pay Sub-Class”); and (iv) all current and former non-exempt employees of Defendants in the State of California since May 20, 2024 (the “Wage Statement Sub-Class”).

16. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder of all members would be impractical, if not impossible. The identities of the members of the Class are readily ascertainable by review of Defendants’ records, including payroll records. Plaintiff is informed and believes that Defendants violated Sections 201-204, 226, 233, 246, 510, 1182.12, and 1197, and the UCL against Plaintiff and the Class by failing to pay all minimum, regular, and overtime wages, failing to pay all sick pay wages, failing to timely pay all wages during employment or upon termination of employment, and failing to provide complete and accurate itemized wage statements.

17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the Class defined above. Plaintiff’s attorneys are ready, willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff’s attorneys have prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-and-hour class actions currently pending in California state and federal courts.

18. **Common Question of Law and Fact:** There are predominant common questions of law and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is informed and believes that Defendants uniformly administer a corporate policy and practice of routinely failing to pay all minimum, regular, and overtime wages, failing to pay all sick pay wages, failing to

1 timely pay all wages during employment or upon termination of employment, and failing to provide  
2 complete and accurate itemized wage statements.

3       19.     **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class  
4 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class  
5 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt  
6 employee. When Plaintiff ended work shifts, Defendants required Plaintiff to wait for and submit to a  
7 mandatory security check, after clocking out. Even though Plaintiff was a non-exempt employee and  
8 paid on an hourly basis, Defendants did not pay any wages for this time. Moreover, throughout  
9 Plaintiff's employment, Plaintiff also accrued and actually used sick leave. When sick leave was used in  
10 workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary  
11 remuneration, including for example spiffs, in addition to Plaintiff's base hourly wages, sick pay wages  
12 were paid at Plaintiff's base rate of pay rather than Plaintiff's regular rate of pay. Plaintiff was not  
13 timely paid all due wages during employment or upon separation of employment and also was not  
14 provided with accurate itemized wage statements. Plaintiff thus is a member of the Class and has  
15 suffered the alleged violations of the Labor Code.

16       20.     The Labor Code is broadly remedial in nature. Its laws serve an important public interest  
17 in establishing minimum working conditions and requirements in California. These labor standards  
18 protect employees from onerous terms and conditions of employment or exploitation by employers who  
19 have superior economic and bargaining power.

20       21.     The nature of this action and the format of laws available to Plaintiff and members of the  
21 Class make the class action format a particularly efficient and appropriate procedure to redress the  
22 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate  
23 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and  
24 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and  
25 legal resources. Requiring each member of the Class to pursue an individual remedy would also  
26 discourage the assertion of lawful claims by employees who would be disinclined to file an action  
27 against their former or current employer for real and justifiable fear of retaliation and permanent  
28 damage to their careers at their current or subsequent employment.

22. The prosecution of separate actions by individual members of the Class, even if possible, would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual members of the Class that would establish potentially incompatible standards of conduct for Defendants, or (b) adjudications with respect to individual members of the Class that would, as a practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests of other members of the Class not parties to the adjudications. Further, the claims of the individual members of the Class are not sufficiently large to warrant vigorous individual prosecution considering the concomitant costs and expenses.

23. Defendants' pattern, practice, and uniform administration of corporate policy in violation of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 233, 246, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover damages and restitution, including unpaid wages and interest thereon, applicable penalties, reasonable attorneys' fees, and costs of suit.

24. This action is brought for the benefit of the Class, which is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendant.

### FIRST CAUSE OF ACTION

### Unpaid Wages (Lab. Code §§ 1182.12 and 1197)

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

25. The preceding paragraphs are re-alleged and incorporated by this reference.

26. Sections 1182.12 and 1197 provide a minimum wage to be paid to employees and make unlawful the payment of a lesser wage. The applicable IWC Wage Order defines compensable time as “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.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”). California law thus generally requires that employers pay employees at least the minimum wage for all hours worked.

1           27.     As a matter of policy and practice, Defendants fail to pay at least minimum wage or any  
2 wage for all hours worked by Plaintiff and the Class, including the time that Plaintiff and the Class  
3 spend undergoing security checks. Specifically, after clocking out and without the payment of wages,  
4 Defendants require Plaintiff and the Class to wait for and submit to a mandatory security check. As a  
5 matter of policy and practice, Plaintiff and the Class are not paid any wages for these hours worked. As  
6 such, Plaintiff and the Class are owed unpaid wages.

7           28.     Moreover, all owing wages must be paid timely. Section 204 provides that wages are  
8 generally due and payable no later than seven days after the end of a pay period or at least twice during  
9 each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if  
10 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and  
11 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no  
12 later than 72 hours after an employee quits his or her employment, unless the employee has given  
13 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is  
14 entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully  
15 fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall  
16 continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue  
17 for more than thirty (30) days.

18           29.     Based on Defendants' failure to pay all wages to Plaintiff and the Class and as a matter  
19 of policy and practice, Defendants fail to timely pay all due wages during employment and fail to timely  
20 pay all due wages upon separation of employment. On information and belief, Defendants were advised  
21 by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to  
22 Plaintiff's allegations. Because Defendants willfully fail to timely pay Plaintiff and the Class all wages  
23 due, Defendants are subject to applicable penalties pursuant to Sections 203 and 210, among other  
24 Labor Code provisions.

25           30.     Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
26 entitles Plaintiff and the Class to recover unpaid wages, including interest thereon, liquidated damages,  
27 applicable penalties, attorneys' fees, and costs of suit.

1 **SECOND CAUSE OF ACTION**

2 **Unpaid Overtime (Lab. Code §§ 510, 1198)**

3 **(By Plaintiff and the Overtime Sub-Class Against All Defendants)**

4 31. The preceding paragraphs are re-alleged and incorporated by this reference.

5 32. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of  
6 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight  
7 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no  
8 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess  
9 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for  
10 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable  
11 IWC Wage Order.

12 33. Plaintiff and the Overtime Sub-Class regularly work more than 8.0 hours in a day or 40.0  
13 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Overtime Sub-Class  
14 work hours entitled to overtime wages, Defendants fail to pay overtime wages for all hours exceeding  
15 eight in a day or 40.0 in a workweek, including the time that Plaintiff and the Overtime Sub-Class spend  
16 undergoing security checks. Specifically, after clocking out and without the payment of wages,  
17 Defendants require Plaintiff and the Overtime Sub-Class to wait for and submit to a mandatory security  
18 check. As a matter of policy and practice, Plaintiff and the Overtime Sub-Class are not paid any  
19 overtime wages for these hours worked when working more than 8.0 hours in a day or 40.0 hours in a  
20 workweek. As such, Plaintiff and the Overtime Sub-Class are owed unpaid overtime wages.

21 34. Moreover, all owing wages must be paid timely. Based on Defendants’ failure to pay  
22 overtime wages to Plaintiff and the Overtime Sub-Class, and as a matter of policy and practice,  
23 Defendants also fail to timely pay Plaintiff and the Overtime Sub-Class all due wages. On information  
24 and belief, Defendants were advised by skilled lawyers and knew, or should have known, of the  
25 mandates of the Labor Code as it relates to Plaintiff’s allegations. Because Defendants willfully fail to  
26 timely pay Plaintiff and the Overtime Sub-Class all wages due, Defendants are subject to applicable  
27 penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

1           35.     Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
2 entitles Plaintiff and the Overtime Sub-Class to recover unpaid overtime and interest thereon, applicable  
3 penalties, attorneys' fees, and costs of suit.

4                                   **THIRD CAUSE OF ACTION**

5                                   **Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 233, 246)**

6                                   **(By Plaintiff and the Sick Pay Sub-Class Against All Defendants)**

7           36.     The preceding paragraphs are re-alleged and incorporated by this reference.

8           37.     Section 233 provides that an employer must permit an employee to use accrued sick leave  
9 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246  
10 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section  
11 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to  
12 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)  
13 "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of  
14 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually  
15 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated  
16 by dividing the employee's total wages, not including overtime premium pay, by the employee's total  
17 hours worked in the full pay periods of the prior 90 days of employment." Under Sections 204, 218, and  
18 233, employees may sue to recover underpaid sick pay wages as damages.

19           38.     As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and the  
20 Sick Pay Sub-Class at the incorrect rate of pay. Plaintiff and the Sick Pay Sub-Class regularly use  
21 accrued sick leave in workweeks in which they also earn non-base hourly wages or other non-hourly,  
22 non-discretionary remuneration, including for example spiffs. As a matter of policy and practice,  
23 Defendants pay sick pay wages to Plaintiff and the Sick Pay Sub-Class at less than the regular rate of  
24 pay, which would consider all non-discretionary remuneration in addition to base hourly wages, or the  
25 rate resulting from dividing the employee's total wages, not including overtime premium pay, by the  
26 employee's total hours worked in the full pay periods of the prior 90 days of employment. As a result,  
27 Defendants underpay sick pay wages to Plaintiff and the Sick Pay Sub-Class.

1           39.     Section 204 provides that wages generally are due and payable twice during each  
2 calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent  
3 with Section 204, Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay  
4 wages are due and to be paid no later than the payday for the next regular payroll period after accrued  
5 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an  
6 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section  
7 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an  
8 employee quits his or her employment, unless the employee has given 72-hour notice of his or her  
9 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The  
10 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer  
11 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the  
12 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages  
13 shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations  
14 of Section 204 and untimely payments during employment. Under Sections 203, 210, and 218,  
15 employees may sue to recover applicable penalties.

16           40.     As alleged herein and as a matter of policy and practice, Defendants routinely underpay  
17 sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Sub-Class all owing and underpaid  
18 sick pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and 246, among other Labor  
19 Code provisions. Plaintiff is informed and believe that Defendants were advised by skilled lawyers and  
20 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations,  
21 especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages'  
22 also include those benefits to which an employee is entitled as a part of his or her compensation,  
23 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods.,*  
24 *Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay  
25 Plaintiff and the Sick Pay Class all sick pay wages due, Defendants are subject to applicable penalties.

26           41.     Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
27 entitles Plaintiff and the Sick Pay Sub-Class to recover underpaid sick pay wages, including interest  
28 thereon, applicable penalties, attorneys' fees, and costs of suit.

1 **FOURTH CAUSE OF ACTION**

2 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

3 **(By Plaintiff and the Wage Statement Sub-Class Against All Defendants)**

4 42. The preceding paragraphs are re-alleged and incorporated by this reference.

5 43. Section 226(a) requires an employer to furnish to its employees itemized wage  
6 statements that show accurate information, including without limitation, all applicable hourly rates in  
7 effect during the pay period and the corresponding number of hours worked at each rate, gross wages  
8 earned, net wages earned, and total hours worked.

9 44. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage  
10 Statement Sub-Class. Because of the above violations and as a matter of policy and practice, Defendants  
11 fail to furnish Plaintiff and the Wage Statement Sub-Class with wage statements that accurately show  
12 all applicable hourly rates in effect during the pay period and the corresponding number of hours  
13 worked at each rate, gross wages earned, net wages earned, and total hours worked.

14 45. Such a pattern, practice, and uniform administration of corporate policy is unlawful and  
15 entitles Plaintiff and the Wage Statement Sub-Class to recover applicable penalties, attorneys' fees, and  
16 costs of suit.

17 **FIFTH CAUSE OF ACTION**

18 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

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

20 46. The preceding paragraphs are re-alleged and incorporated by this reference.

21 47. Plaintiff is informed and believes that at Defendants have engaged and continue to  
22 engage in unfair and unlawful business practices in California by utilizing the employment policies and  
23 practices alleged herein, including the failure to pay all minimum, regular, and overtime wages, and the  
24 failure to pay all sick pay wages.

25 48. Defendants' utilization of such unfair and unlawful business practices constitutes unfair  
26 and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed  
27 by the UCL. Defendants have deprived Plaintiff and the Class the minimum working condition  
28 standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

49. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

#### **SIXTH CAUSE OF ACTION**

##### **Violations of California Labor Code (Lab. Code §§ 2698 et seq.)**

##### **(By Plaintiff as a Proxy for the State Against All Defendants)**

50. The preceding paragraphs are re-alleged and incorporated by this reference.

51. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 226, 233, 246, 510, 1182.12, and 1197 committed since March 13, 2024, against all aggrieved employees. As stated herein, Defendants fail to (i) pay all minimum, regular, and overtime wages, (ii) pay all sick pay wages, (iii) timely pay all wages during employment or upon termination of employment, and (iv) provide complete and accurate itemized wage statements. Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations was committed against Plaintiff as an employee of Defendants.

52. On or about March 13, 2025, Plaintiff sent written notice to the Labor & Workforce Development Agency ("LWDA") of specific facts and theories for Defendants' above violations. Plaintiff also sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

53. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all aggrieved employees for the period described above.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit is brought against Defendants, jointly and severally, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as the representative of the Classes;

- 1           3.     For an order appointing Counsel for Plaintiff as Class Counsel;
- 2           4.     Upon the First Cause of Action for damages, including unpaid wages and interest
- 3 thereon, liquidated damages, penalties, and attorneys' fees and costs;
- 4           5.     Upon the Second Cause of Action for damages, including unpaid wages and interest
- 5 thereon, penalties, and attorneys' fees and costs;
- 6           6.     Upon the Third Cause of Action for damages, including unpaid wages and interest
- 7 thereon, penalties, and attorneys' fees and costs;
- 8           7.     Upon the Fourth Cause of Action for penalties, and attorneys' fees and costs;
- 9           8.     Upon the Fifth Cause of Action for restitution of all funds unlawfully acquired by
- 10 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
- 11 and attorneys' fees and costs;
- 12           9.     Upon the Sixth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
- 13 and attorneys' fees and costs;
- 14           10.    Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
- 15 UCL, and Code of Civil Procedure section 1021.5; and
- 16           11.    For such other and further relief that the Court may deem just and proper.

17 DATED: May 20, 2025

DIVERSITY LAW GROUP, P.C.

18 By: 

19           Larry W. Lee  
             Simon L. Yang

20           Attorneys for Plaintiff

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