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on behalf of himself and others similarly situated

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

AARON CASTILLO, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

T-MOBILE USA, INC. dba T-MOBILE, a
Delaware corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. STK-CV-UOE-2025-0005489

CLASS ACTION

Assigned for All Purposes To:
Hon. Barbara Kronlund
Dept.: 10D

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Recovery of Reporting Time Pay;
4. Meal-Period Liability Under Labor Code §
226.7;
5. Rest-Break Liability Under Labor Code §
226.7;
6. Failure to Pay Vacation Wages;
7. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
8. Violation of Labor Code § 226(a);
9. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
10. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5;
11. Violation of Labor Code § 204;
12. Penalties Pursuant to Labor Code § 203; and
13. Violation of Business & Professions Code §
17200 *et seq.*; and
14. Penalties Pursuant to Labor Code § 2699, *et*
seq.

DEMAND FOR JURY TRIAL

1 Plaintiff AARON CASTILLO, (hereinafter “Plaintiff”) on behalf of himself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants T-MOBIL USA,
8 INC. dba T-MOBILE, a Delaware corporation; and DOES 1 through 50 (all defendants being
9 collectively referred to herein as “Defendants”). Plaintiff alleges that Defendants, and each of
10 them, violated various provisions of the California Labor Code, relevant orders of the Industrial
11 Welfare Commission (IWC) and California Business & Professions Code, and seeks redress
12 therefore.

13 2. Plaintiff is a resident of California and during the time period relevant to this
14 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
15 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
16 worked for Defendants in San Joaquin County, and in other nonexempt positions, throughout
17 California and, and consistently worked at Defendants’ behest without being paid all wages due.
18 More specifically, Plaintiff and the other similarly situated Class members were employed by
19 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
20 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
21 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
22 subjected to the same policies and practices, and (3) endured similar violations at the hands of
23 Defendants as the other Employee Class members who served in similar and related positions.

24 3. Defendants required Plaintiff and the Employees in the Class to perform work off
25 the clock and failed to record accurate time worked by these Employees, failed to pay all wages
26 due and owing at termination or resignation, and provided Plaintiff and Class members with
27 inaccurate wage statements that prevented them from learning of these unlawful pay practices.
28 Defendants also failed to provide Plaintiff and the Class with lawful meal and rest periods, as

1 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free
2 meal and rest periods as required by the Labor Code.

3 THE PARTIES

4 A. The Plaintiff

5 4. Plaintiff AARON CASTILLO has resided in California and during the time period
6 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
7 the State of California.

8 B. The Defendants

9 5. Defendant T-MOBILE USA, INC. dba T-MOBILE is a Delaware corporation with
10 its principle executive offices in Bellevue, Washington and has been listed as the employer on
11 Plaintiff's paystubs and W2 during the relevant time period. T-MOBILE USA, INC. dba T-
12 MOBILE does not list a California address with the California Secretary of State; however, upon
13 information and belief, employs Class members in San Joaquin County, including at Defendants'
14 offices and facilities in Stockton, California, and throughout California and conducts business
15 throughout California.

16 6. The true names and capacities, whether individual, corporate, associate, or
17 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
18 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
19 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
20 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
21 some manner for the unlawful acts referred to herein.

22 7. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
23 and capacities of the Defendants designated herein as Does 1 through 50 when their identities
24 become known.

25 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
26 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
27 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
28 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in

1 all respects as the employers or joint employers of Employees. Defendants, and each of them,
2 exercised control over the wages, hours or working conditions of Employees, or suffered or
3 permitted Employees to work, or engaged, thereby creating a common law employment
4 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
5 employed Employees.

6 **JURISDICTION AND VENUE**

7 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
8 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
9 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
10 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
11 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
12 obligations and liabilities giving rise to this lawsuit occurred at least in part in San Joaquin County
13 and Defendants maintain and operate company offices and facilities in San Joaquin County, and
14 employ Plaintiff and other Class members in San Joaquin County and throughout California.

15 **FACTUAL BACKGROUND**

16 10. The Employees who comprise the Class and Collective, including Plaintiff, are
17 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
18 Employees who work in nonexempt positions at the direction of Defendants in the State of
19 California. Plaintiff and the Class members were either not paid by Defendants for all hours
20 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
21 Plaintiff and Employees were not paid for all the overtime hours they worked, including time
22 spent working: (1) pre-shift by getting instructions from management, checking emails, checking
23 in customers, and review daily training statuses; (2) post-shift by helping customers after clocking
24 out; (3) off-the-clock by receiving and responding to phone calls and text messages; and (4) while
25 clocked out for meal breaks. Plaintiff also contends that Defendants failed to pay Plaintiff and the
26 Class members all wages due and owing and failed to provide meal and rest breaks, all in violation
27 of various provisions of the California Labor Code and applicable Wage Orders. Additionally,
28 Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay, and/or

1 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
2 all remunerations, including nondiscretionary commissions, incentive pay, shift differentials,
3 and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
4 calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees worked
5 overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or
6 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime
7 rate than required. Lastly, Defendants failed to incorporate the prevailing wage rate into the
8 regular rate of pay used to calculate and pay for overtime and double time pay.

9 11. From at least four (4) years prior to the filing of this lawsuit and continuing to the
10 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
11 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
12 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
13 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
14 sick pay. Additionally, Defendants failed to incorporate the prevailing wage rate into the regular
15 rate of pay used to calculate sick pay. Therefore, during times when Plaintiff and Employees
16 worked overtime and received nondiscretionary commissions, incentive pay, nondiscretionary
17 bonuses, and/or prevailing wages, Defendants failed to pay all sick pay by paying a lower
18 overtime rate than required.

19 12. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
21 and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to
22 incorporate all remunerations, including nondiscretionary commissions, incentive pay, and/or
23 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating
24 vacation pay. Additionally, Defendants failed to incorporate the prevailing wage rate into the
25 regular rate of pay used to calculate vacation pay. Therefore, during times when Plaintiff and
26 Employees worked overtime and received nondiscretionary commissions, incentive pay,
27 nondiscretionary bonuses, and/or prevailing wages, Defendants failed to pay all vacation pay by
28 paying a lower overtime rate than required.

1 13. Additionally, from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants' policies and practices required Employees to call in or
3 show up to work and worked less than half their scheduled shift, but were not paid half said
4 Employees' usual or scheduled day's work in violation of California law.

5 14. During the course of Plaintiff and the Class members' employment with
6 Defendants, they were not paid all wages they were owed, including for all work performed and
7 for all overtime hours worked and were forced to work during their meal and rest breaks.

8 15. Throughout the course of Plaintiff and the Class members' employment with
9 Defendants, they were required to work during their meal and rest breaks which were not
10 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
11 members were also not paid regular wages and overtime for the time they were required to
12 comply with other requirements imposed upon them, which they had to complete while working
13 through their meal breaks and without compensation. As a result, Plaintiff and the Class members
14 worked shifts over eight (8) hours in a day and over forty (40) hours in a work week, but they
15 were not paid at the appropriate overtime rate for all such hours, including by being required to
16 perform work duties and tasks without pay and while off-the-clock. As a result, Plaintiff and the
17 Class members worked substantial overtime hours during their employment with Defendants for
18 which they were not compensated, in violation of the California Labor Code, applicable IWC
19 Wage Orders.

20 16. As a result of the above described demands and pressures to work through breaks,
21 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
22 were not properly paid for all wages earned and for all wages owed to them by Defendants,
23 including when working more than eight (8) hours in any given day and/or more than forty (40)
24 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
25 Class members incurred overtime hours worked for which they were not adequately and
26 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
27 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
28 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular

1 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
2 Labor Code, applicable IWC Wage Orders.

3 17. Therefore, from at least four (4) years prior to the filing of this lawsuit and
4 continuing to the present, Defendants had a consistent policy or practice of failing to pay
5 Employees for all hours worked and failing to pay minimum wage for all time worked as required
6 by California Law.

7 18. Additionally from at least four (4) years prior to the filing of this lawsuit and
8 continuing to the present, Defendants had a consistent policy or practice of failing to pay
9 Employees overtime compensation at premium overtime rates for all hours worked in excess of
10 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
11 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
12 sections of IWC Wage Orders.

13 19. Additionally from at least four (4) years prior to the filing of this lawsuit and
14 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
15 hours without providing them with timely, off-duty meal periods of not less than thirty (30)
16 minutes and shifts in excess of ten (10) hours without providing them with second meal periods of
17 not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of
18 wages at each Employee’s effective regular rate of pay, for each meal period that Defendants
19 failed to provide or deficiently provided.

20 20. From at least four (4) years prior to the filing of this lawsuit and continuing to the
21 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
22 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
23 Employees premium pay for each day on which requisite rest breaks were not provided or were
24 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for
25 each rest period that Defendants failed to provide or deficiently provided.

26 21. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
27 continuing to the present, Defendants have consistently failed to provide Employees with timely,
28 accurate, and itemized wage statements as required by California wage-and-hour laws.

1 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
2 correct overtime wages based on proper regular rate calculations that included nondiscretionary
3 commissions, incentive pay, and/or nondiscretionary bonuses earned, and the total amount of
4 compensation of their Employees. The wage statements given to Class Members also failed to
5 incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for
6 overtime, double time, sick pay, vacation pay, and meal and rest break premiums. Furthermore,
7 Employees' wage statements did not include: the total hours worked in violation of Labor Code §
8 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each such rate in violation of Labor Code
10 § 226 (a)(9). Moreover, the wage statements given to Employees by Defendants failed to
11 accurately account for wages, overtime, and premium pay for deficient meal periods and rest
12 breaks all of which Defendants knew or reasonably should have known were owed to Employees,
13 as alleged hereinabove. The wage statements provided to Employees were confusing and required
14 Employees to engage in discovery and refer to outside sources to verify whether their pay was
15 correct, potentially resulting in a miscalculation by the Employees.

16 22. From at least four (4) years prior to the filing of this lawsuit and continuing to the
17 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
18 performance of their job duties for Defendants including personal cell phone usage, which was
19 necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802.

20 23. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
21 continuing to the present, Defendants have consistently failed to keep accurate time and wage
22 records as required by California wage-and-hour laws.

23 24. Additionally, from at least one (1) year prior to the filing of this lawsuit and
24 continuing to the present, Defendants failed to pay Plaintiff and Employees within seven calendar
25 days from the end of the pay period, as required by California wage-and-hour laws.

26 25. Additionally, from at least four (4) years prior to filing of this lawsuit and
27 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
28 and owed to Employees at the time of their termination or within seventy-two (72) hours of their

1 resignation, as required by California wage-and-hour laws.

2 26. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
3 Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558,
4 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

5 27. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
6 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
7 enjoyed from their violations of Labor Code.

8 **CLASS ALLEGATIONS**

9 28. Plaintiff brings this class action on behalf of himself and all others similarly
10 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
11 follows: all individuals employed by Defendants as non-exempt employees within the State of
12 California at any time within four (4) years of the filing of this lawsuit.

13 29. Further, Plaintiff seeks to represent the following Subclasses composed of and
14 defined as follows:

15 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
16 compensated for all hours worked for Defendants at the applicable minimum wage.

17 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
18 compensated for all hours worked for Defendants at the required rates of pay, including for all
19 hours worked in excess of eight in a day and/or forty in a week.

20 c. Subclass 3. Recovery of Reporting Time Pay. All Class members who were subject
21 to Defendants' policy and/or practice of not compensating reporting time pay.

22 d. Subclass 4. Vacation Wages Subclass. All Class members who were not
23 compensated at the Employee's regular rate of pay for their vacation wages.

24 e. Subclass 5. Sick Pay Subclass. All Class members who were not compensated at
25 the Employee's regular rate of pay for their sick pay wages.

26 f. Subclass 6. Meal Period Subclass. All Class members who were subject to
27 Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-
28 free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

h. Subclass 8. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

i. Subclass 9. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate, itemized wage statements.

j. Subclass 10. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

k. Subclass 11. Failure to Timely Pay Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of not timely paying all wages earned when they were due and payable within seven calendar days from the end of the pay period.

l. Subclass 12. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

30. Plaintiff reserves the right under California Rule of Court 3.765 to amend or modify the class description with greater particularity or further division into subclasses or limitation to particular issues.

31. This action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure § 382 because there is a well-defined community of interest in litigation and proposed class is easily ascertainable.

1 **A. Numerosity**

2 32. The potential members of the class as defined are so numerous that joinder of all
3 the member of the class is impracticable. While the precise number of class members has not been
4 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
5 time period relevant to this lawsuit, employed more than 100 individuals within the State of
6 California.

7 33. Accounting for employee turnover during the relevant time period increases this
8 number substantially. Plaintiff alleges that Defendants' employment records will provide
9 information as to the number and location of all class members.

10 **B. Commonality**

11 34. There are questions of law and fact common to the class that predominate over any
12 questions affecting only individual class members. These common questions of law and fact
13 include:

- 14 a. Whether Defendants failed to pay Employees minimum wages;
- 15 b. Whether Defendants failed to pay Employees wages for all hours worked;
- 16 c. Whether Defendants failed to pay Employees overtime as required under Labor
17 Code § 510;
- 18 d. Whether Defendants failed to pay Employees reporting time pay;
- 19 e. Whether Defendants failed to pay Employees vacation wages as required under
20 Labor Code § 227.3;
- 21 f. Whether Defendants failed to pay Employees sick pay as required under Labor
22 Code § 245;
- 23 g. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
24 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
25 premium pay in lieu thereof;
- 26 h. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
27 Orders, by failing to provide Employees with requisite rest breaks or premium pay
28 in lieu thereof;

- i. Whether Defendants violated Labor Code § 226(a);
- j. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- k. Whether Defendants failed to reimburse Employees for necessary business expenses;
- l. Whether Defendants violated Labor Code § 204 by failing to timely pay wages;
- m. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- n. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*;
- o. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- p. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

35. The claims of the named plaintiff are typical of those of the other Employees.

Employees all sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interest of Employees. Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Employees is not practicable, and questions of law and fact common to all Employees predominate over any questions affecting only individual Employees. Each Employee has been damaged and is entitled to recovery by reason of Defendants' illegal policies or practices of failing to compensate Employees properly.

38. Class action treatment will allow those persons similarly situated to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

1 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY MINIMUM WAGES**

4 **(Against All Defendants)**

5 39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
6 full herein.

7 40. Defendants failed to pay Employees minimum wages for all hours worked.
8 Defendants had a consistent policy of misstating Employees time records and failing to pay
9 Employees for all hours worked. Employees would work hours and not receive wages, including
10 as alleged above in connection with working: (1) pre-shift by getting instructions from
11 management, checking emails, checking in customers, and review daily training statuses; (2)
12 post-shift by helping customers after clocking out; (3) off-the-clock by receiving and responding
13 to phone calls and text messages; and (4) while clocked out for meal breaks. Defendants thus
14 regularly failed to pay minimum wages to Plaintiff and Class members. Moreover, Defendants
15 did not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.
16 Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation,
17 applicable to the Class as a whole, as a result of implementing a uniform policy and practice that
18 denied accurate compensation to Plaintiff and the other members of the Class as to minimum
19 wage pay.

20 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
21 states:

22 The minimum wage for employees fixed by the commission is the
23 minimum wage to be paid to employees, and the payment of a less
24 wage than the minimum so fixed is unlawful.

24 42. The applicable minimum wages fixed by the commission for work during the
25 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
26 therefore entitled to double the minimum wage during the relevant period.

27 43. The minimum wage provisions of California Labor Code are enforceable by private
28 civil action pursuant to California Labor Code § 1194(a) which states:

1 Notwithstanding any agreement to work for a lesser wage, any
2 employee receiving less than the legal minimum wage or the legal
3 overtime compensation applicable to the employee is entitled to
4 recover in a civil action the unpaid balance of the full amount of
5 this minimum wage or overtime compensation, including interest
6 thereon, reasonable attorney's fees and costs of suit.

7 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
8 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

9 45. California Labor Code § 1194.2 also provides for the following remedies:

10 In any action under Section 1194 . . . to recover wages because of
11 the payment of a wage less than the minimum wages fixed by an
12 order of the commission, an employee shall be entitled to recover
13 liquidated damages in an amount equal to the wages unlawfully
14 unpaid and interest thereon.

15 46. Defendants have the ability to pay minimum wages for all time worked and have
16 willfully refused to pay such wages with the intent to secure for Defendants a discount upon this
17 indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

18 47. Wherefore, Employees are entitled to recover the unpaid minimum wages
19 (including double minimum wages), liquidated damages in an amount equal to the minimum
20 wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant
21 to California Labor Code § 1194(a).

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510**

24 **(Against All Defendants)**

25 48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
26 full herein.

27 49. By their conduct, as set forth herein, Defendants violated California Labor Code §
28 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
(a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight

1 (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not
2 paying Employees wages for all hours worked including time spent working (1) pre-shift by
3 getting instructions from management, checking emails, checking in customers, and review daily
4 training statuses; (2) post-shift by helping customers after clocking out; (3) off-the-clock by
5 receiving and responding to phone calls and text messages; and (4) while clocked out for meal
6 breaks. Moreover, Plaintiff alleges that Defendants failed to pay for all overtime hours worked
7 and/or paid overtime hours at the regular hourly rate instead of one and a half times the regular
8 rate. Employees regularly worked over 8 hours on a given day without receiving overtime
9 compensation.

10 50. Furthermore, on information and belief, Defendants did not pay Plaintiff and
11 Employees the correct overtime rate for the recorded overtime hours that they generated. In
12 addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary
13 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
14 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
15 commissions, incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular
16 rate of pay for purposes of calculating the overtime wage rate. Additionally, Defendants failed to
17 incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for
18 overtime and double time pay overtime pay, double pay, sick pay, vacation pay, and meal and
19 rest break premiums.

20 51. Therefore, during times when Plaintiff and Employees worked overtime and
21 received nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses,
22 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

23 52. Defendants' failure to pay compensation in a timely fashion also constituted a
24 violation of California Labor Code § 204, which requires that all wages shall be paid
25 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
26 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
27 and overtime compensation earned by Employees. Each such failure to make a timely payment of
28 compensation to Employees constitutes a separate violation of California Labor Code § 204.

53. Employees have been damaged by these violations of California Labor Code §§ 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

54. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs.

THIRD CAUSE OF ACTION
RECOVERY OF REPORTING TIME PAY
(Against All Defendants)

55. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

56. The IWC Wage Orders require that reporting time pay be provided to any employee who is required to report for work and does report but is not put to work or is furnishes less than half said employee's usual or scheduled day's work.

57. Plaintiff is informed and believes and thereon alleges that all or substantially all of Defendants' hourly paid employees are subject to Defendants' policies and practices requiring Employees to call in or otherwise show up to work but were not paid half said Employees' usual or scheduled day's work when they were sent home after working less than half of their scheduled workday.

58. Therefore, Employees are owed the unpaid balance of said wages pursuant to the Wage order according to proof at trial, interest pursuant to Labor Code §§ 218.6 and 1194(a), Civil Code §§ 3287 and § 3289, and reasonable attorneys' fees and costs and/or penalties pursuant to Labor Code § 558(a).

FOURTH CAUSE OF ACTION
MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7
(Against All Defendants)

59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

1 60. Employees regularly worked shifts greater than five (5) hours and greater than ten
2 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
3 more than five (5) hours without providing him or her with a meal period of not less than thirty
4 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
5 meal period of not less than thirty (30) minutes.

6 61. Defendants failed to provide Employees with compliant meal periods as required
7 under the Labor Code. Employees were required to work through their meal periods which they
8 were denied. Employees were also required to take meal periods after working well beyond the
9 five (5) hour shifts. Furthermore, Employees were regularly required to work for more than 10
10 hours in a given shift without receiving a second thirty (30) minute meal period as required by
11 law.

12 62. Moreover, Defendants failed to compensate Employees for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
14 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that the meal period
17 is not provided. Additionally, as detailed above, when Defendants did pay meal period premiums,
18 they did so at the normal regular rate of pay without factoring in all forms or
19 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

20 63. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
21 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
22 period not provided or deficiently provided, a sum to be proven at trial.

23 **FIFTH CAUSE OF ACTION**

24 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

25 **(Against All Defendants)**

26 64. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
27 full herein.

28 65. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the

1 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
2 not less than ten (10) minutes for each consecutive four (4) hour shift.

3 66. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

5 67. Moreover, Defendants failed to compensate Employees for each rest period not
6 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
7 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
8 accordance with this section, the employer shall pay the employee one hour of pay at the
9 employee's regular rate of compensation for each workday that the rest period is not provided.
10 Defendants failed to compensate the Employees in the Class for each rest period not provided or
11 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
12 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
13 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
14 or by otherwise incorrectly calculating the regular rate.

15 68. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
16 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
17 worked without the required rest breaks, a sum to be proven at trial.

18 **SIXTH CAUSE OF ACTION**
19 **FAILURE TO PAY VACATION WAGES**
20 **(Against All Defendants)**

21 69. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
22 full herein.

23 70. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
24 employment policy provides for paid vacation and an employee is terminated without having
25 taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate
26 in accordance with said contract of employment or policy respecting eligibility or time served.

27 71. Defendants paid nondiscretionary commissions, incentive pay, and/or
28 nondiscretionary bonuses to Employees but Defendants failed to include these forms of

1 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.
2 Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to
3 calculate and pay vacation wages.

4 72. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
5 Code § 227.3.

6 **SEVENTH CAUSE OF ACTION**
7 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246**
8 **(Against All Defendants)**

9 73. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
10 full herein.

11 74. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time
12 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
13 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
14 with the pay calculation under California Labor Code § 246(1).

15 75. Defendants paid nondiscretionary commissions, incentive pay, and/or
16 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
17 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants
18 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and
19 pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used
20 according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick
21 leave to Employees at a lower rate, in violation of the law.

22 76. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
23 Code §§ 245 *et seq.* and 246.

24 **EIGHTH CAUSE OF ACTION**
25 **VIOLATION OF LABOR CODE § 226(a)**
26 **(Against All Defendants)**

27 77. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 78. California Labor Code § 226(a) requires an employer to furnish each of his or her
2 employees with an accurate, itemized statement in writing showing the gross and net earnings,
3 total hours worked, and the corresponding number of hours worked at each hourly rate; these
4 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
5 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
6 statements may be given to the employee separately from

7 79. the payment of wages; in either case the employer must give the employee these
8 statements twice a month or each time wages are paid.

9 80. Defendants failed to provide Employees with accurate itemized wage statements in
10 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by
11 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
12 periods and rest breaks, all of which Defendants knew or reasonably should have known were
13 owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
14 obligation to keep accurate records of the correct overtime wages based on proper regular rate
15 calculations that included nondiscretionary commissions, incentive pay, and/or nondiscretionary
16 bonuses earned, and the total amount of compensation of their Employees. The wage statements
17 given to Class Members by Defendants also failed incorporate the prevailing wage rate into the
18 regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and
19 meal and rest break premiums. Moreover, Employees' wage statements did not include: the total
20 hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all
21 applicable hourly rates in effect during the pay period and the corresponding number of hours
22 worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to
23 Employees were confusing and required Employees to engage in discovery and refer to outside
24 sources to verify whether their pay was correct, potentially resulting in a miscalculation by the
25 Employees.

26 81. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
27 Employees suffered injuries, including among other things confusion over whether they received
28 all wages owed them, the difficulty and expense involved in reconstructing pay records, and

1 forcing them to make mathematical computations to analyze whether the wages paid in fact
2 compensated them correctly for all hours worked.

3 82. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
4 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
5 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
6 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an
7 award of costs and reasonable attorneys' fees.

8 83. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
9 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
10 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
11 employee for each pay period.

12 84. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
13 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
14 shown according to proof.

15 **NINTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

17 **IN VIOLATION OF LABOR CODE § 2802**

18 **(Against All Defendants)**

19 85. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 86. Under Labor Code § 2802(a), an employer must indemnify its employees for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
23 of his or her duties, or of his or her obedience to the directions of the employer.

24 87. Employees incurred necessary expenditures in the performance of their job duties
25 for Defendants, namely personal cell phone usage, which was necessary to perform their duties
26 under Defendants' employ. From four (4) years prior to the original filing of this lawsuit and
27 continuing to the present, Defendants consistently failed to reimburse Employees for these
28 necessarily incurred business expenses.

1 88. As a result of the unlawful acts of Defendants, Employees have been deprived of
2 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
3 plus interest and penalties thereon, attorneys' fees, and costs.

4 **TENTH CAUSE OF ACTION**

5 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**
6 **AND 1174.5**

7 **(Against All Defendants)**

8 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
9 full herein.

10 90. California Labor Code § 1174 requires that all employers shall keep accurate time
11 and wage records for all employees. California Labor Code § 1174.5 further requires that any
12 employee suffering injury due to a willful violation of the aforementioned obligations may seek
13 damages, including civil penalties, from the employer.

14 91. During the course of Plaintiff's and Employees' employment, Defendants
15 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
16 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
17 overtime, and premium pay as discussed above.

18 92. Accordingly, Defendants are liable for civil penalties pursuant to the California
19 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

20 **ELEVENTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE § 204**

22 **(Against All Defendants)**

23 93. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 94. Labor Code § 204(a) instructs that: "All wages, ...earned by any person in any
26 employment are due and payable twice during each calendar month, on days designated in
27 advance by the employer as the regular paydays. Labor performed between the 1st and 15th days,
28 inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month

1 during which the labor was performed, and labor performed between the 16th and the last day,
2 inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following
3 month.” Additionally, the “requirements of this section shall be deemed satisfied by the payment
4 of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven
5 calendar days following the close of the payroll period.” Cal. Lab. Code § 204(d). Defendants
6 maintained a bi-weekly payroll system but consistently failed to pay Plaintiff and Employees all
7 wages earned by not more than seven calendar days following the close of the payroll period.

8 95. All wages due and owing to Plaintiff and the Class Members, including as required
9 under Labor Code § 510, were therefore not timely paid by Defendants, as addressed in detail
10 above. Additionally, wages required by Labor Code § 1194 and other sections became due and
11 payable to each Class Member in each pay period that he or she was not provided with a meal
12 period or rest period or paid straight or overtime wages or commissions to which he or she was
13 entitled.

14 96. Defendants thus violated Labor Code § 204 by systematically refusing to pay
15 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
16 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in
18 the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for longer
19 hours than those fixed by the order or under conditions of labor prohibited by the order is
20 unlawful.” Plaintiff and the Class Members may therefore pursue damages and penalties for
21 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders, including
22 penalties under paragraph 20 of the applicable IWC Wage Orders.

23 97. As a result of the unlawful acts of Defendants, Plaintiff and Class Members seek to
24 represent they have been deprived of wages in amounts to be determined at trial, and they are
25 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
26 pursuant to Labor Code § 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
27 applicable IWC Wage Orders.

28 **TWELFTH CAUSE OF ACTION**

1 **VIOLATION OF LABOR CODE § 203**

2 **(Against All Defendants)**

3 98. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
4 full herein.

5 99. Numerous Employees are no longer employed by Defendants; they either quit
6 Defendants' employ or were fired therefrom.

7 100. Defendants failed to pay these Employees all wages due and certain at the time of
8 termination or within seventy-two (72) hours of resignation.

9 101. The wages withheld from these Employees by Defendants remained due and owing
10 for more than thirty (30) days from the date of separation of employment.

11 102. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
12 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
13 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
14 to thirty (30) days from the date they were due.

15 **THIRTEENTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

17 **(Against All Defendants)**

18 103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 104. Plaintiff, on behalf of himself Employees, and the general public, brings this claim
21 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
22 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
23 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
24 meaning of Code of Civil Procedure § 1021.5.

25 105. Plaintiff is a "person" within the meaning of Business & Professions Code
26 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
27 relief, restitution, and other appropriate equitable relief.

28 106. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair

1 business practices.

2 107. Wage-and-hour laws express fundamental public policies. Paying employees their
3 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
4 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
5 to enforce minimum labor standards, to ensure that employees are not required or permitted to
6 work under substandard and unlawful conditions, and to protect law-abiding employers and their
7 employees from competitors who lower costs to themselves by failing to comply with minimum
8 labor standards.

9 108. Defendants have violated statutes and public policies. Through the conduct alleged
10 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
11 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
12 violation of Business & Professions Code § 17200 *et seq.* Defendants' conduct has deprived
13 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
14 privileges guaranteed to all employees under the law.

15 109. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
16 violation of the Business & Professions Code § 17200 *et seq.*

17 110. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and
18 overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable
19 care should have known that their conduct was unlawful; therefore their conduct violates the
20 Business & Professions Code § 17200 *et seq.*

21 111. As a proximate result of the above-mentioned acts of Defendants, Employees have
22 been damaged, in a sum to be proven at trial.

23 112. Unless restrained by this Court, Defendants will continue to engage in such
24 unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court
25 should make such orders or judgments, including the appointment of a receiver, as may be
26 necessary to prevent the use by Defendants or their agents or employees of any unlawful or
27 deceptive practice prohibited by the Business & Professions Code, including but not limited to the
28 disgorgement of such profits as may be necessary to restore Employees to the money Defendants

1 have unlawfully failed to pay.

2 **FOURTEENTH CAUSE OF ACTION**

3 **PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.**

4 **(Against All Defendants)**

5 113. Plaintiff re-alleges and incorporates all preceding paragraphs, as th

6 114. ough set forth in full herein.

7 115. Plaintiff and Employees are aggrieved employees as defined under Labor Code §
8 2699(c) in that they suffered the violations alleged in this Complaint and were employed by the
9 alleged violators, Defendants.

10 116. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants'
11 violation of all Labor Code provisions included under Labor Code § 2699.5 and includes the
12 penalty provisions, without limitation, based on the following California Labor Code sections:
13 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1,
14 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802.

15 117. The penalties shall be allocated as follows: 65% to the Labor and Workforce
16 Development Agency (LWDA) and 35% to the affected employee.

17 118. Employees also seek any and all penalties and remedies set forth in Labor Code §
18 558, which states:

19 (a) Any employer or other person acting on behalf of an employer who
20 violates, or causes to be violated, a section of this chapter or any provision
21 regulating hours and days of work in any order of the Industrial Welfare
Commission shall be subject to a civil penalty as follows: (1) For any initial
violation, fifty doll
22 ars (\$50) for each underpaid employee for each pay period for which the employee
was underpaid in addition to an amount sufficient to recover underpaid wages. (2)
23 For each subsequent violatio
n, one hundred dollars (\$100) for each underpaid employee for each pay period for
24 which the employee was underpaid in addition to an amount sufficient to recover
underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the
25 affected employee.

26 (b) If upon inspection or investigation the Labor Commissioner determines that
27 a person had paid or caused to be paid a wage for overtime work in violation of any
provision of this chapter, or any provision regulating hours and days of work in any
28 order of the Industrial Welfare Commission, the Labor Commissioner may issue a
citation. The procedures for issuing, contesting, and enforcing judgments for

1 citations or civil penalties issued by the Labor Commissioner for a violation of this
2 chapter shall be the

3 same as those set out in Section 1197.1.

4 (c) The civil penalties provided for in this section are in addition to any other
5 civil or criminal penalty provided by law.

6 119. Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of
7 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
8 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
9 for each violation in a subsequent citation, for which the employer fails to provide the employee a
10 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the
11 extent that Labor Code § 226.3 applie

12 120. s, Plaintiff and Employees also se

13 121. eks such penalties on.

14 122. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
15 LWDA and Defendants postmarked on April 11, 2025. The LWDA has not provided notice of its
16 intent to investigate the alleged violations within 65 calendar days of the postmark date of the
17 letters.

18 **RELIEF REQUESTED**

19 WHEREFORE, Plaintiff prays for the following relief:

- 20 1. For an order certifying this action as a class action;
- 21 2. For compensatory damages in the amount of the unpaid minimum wages for work
22 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
23 the filing of this action, as may be proven;
- 24 3. For liquidated damages in the amount equal to the unpaid minimum wage and
25 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 26 4. For recovery of the unpaid balance of the full amount of the reporting time pay due
27 pursuant to the applicable Wage Order, as may be proven;
- 28 5. For compensatory damages in the amount of the hourly wage made by Employees

1 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
2 years prior to the filing of this action, as may be proven;

3 6. For compensatory damages in the amount of the hourly wage made by Employees
4 for each day requisite rest breaks were not provided or were deficiently provided and where no
5 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may
6 be proven;

7 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

8 8. For penalties pursuant to Labor Code § 226.3, as may be proven;

9 9. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
10 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

11 10. For penalties pursuant to Labor Code § 227.3, as may be proven;

12 11. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

13 12. For penalties pursuant to Labor Code § 1174.5, as may be proven;

14 13. For restitution and/or damages for all amounts unlawfully withheld from the wages
15 of all class members in violation of Labor Code § 204, as may be proven;

16 14. For restitution for unfair competition pursuant to Business & Professions Code
17 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

18 15. For penalties pursuant to Labor Code § 2699, *et seq.*, as may be proven;

19 16. For compensatory damages in the amount of all previously unreimbursed business
20 expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants
21 from four (4) years prior to the original filing of this action, as may be proven;

22 17. For an order enjoining Defendants and their agents, servants, and employees, and
23 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
24 duties adumbrated in this Complaint;

25 18. For all general, special, and incidental damages as may be proven;

26 19. For an award of pre-judgment and post-judgment interest;

27 20. For an award providing for the payment of the costs of this suit;

28 21. For an award of attorneys' fees; and

1 22. For such other and further relief as this Court may deem proper and just.

2
3 DATED: July 14, 2025

D.LAW, INC.

4
5 By 
6 David Yeremian
7 Roman Shkodnik
8 Emma Geesaman
9 Attorneys for Plaintiff
10 AARON CASTILLO
11 and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: July 14, 2025

D.LAW, INC.

By 

David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
AARON CASTILLO
and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

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[] (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.


Kathryn Perez