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EDWIN ALEXANDER PAXTOR ACABAL

FILED
Superior Court of California
County of Los Angeles
08/11/2025

David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

EDWIN ALEXANDER PAXTOR ACABAL,
an individual;
vs.
CRESCITA APPAREL, INC., a California
Corporation; and DOES 1 through 50,

Case No.: 25STCV15745

FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
DEMAND FOR JURY TRIAL

- (1) **FAILURE TO PAY MINIMUM WAGES;**
- (2) **FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE 510;**
- (3) **MEAL PERIOD LIABILITY UNDER LABOR CODE 226.7;**
- (4) **REST BREAK LIABILITY UNDER LABOR CODE 226.7;**
- (5) **FAILURE TO COMPLY WITH LABOR CODE 245 AND 246;**
- (6) **VIOLATION OF LABOR CODE 226;**
- (7) **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE 1174-1174.5;**
- (8) **PENALTIES PURSUANT TO LABOR CODE 203**
- (9) **VIOLATION OF BUSINESS AND PROFESSIONS CODE**
- (10) **PENALTIES PURSUANT TO LABOR CODE 2699**

Plaintiff EDWIN ALEXANDER PAXTOR ACABAL (hereinafter "Plaintiff") on behalf of
Plaintiff and all others similarly situated (collectively, "Employees" or the "class"; individually,

1 “Employee”) complains of Defendant CRESCITA APPAREL, INC. (hereinafter “Defendant”) as
2 follows:

3 **INTRODUCTION**

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

11 2. Plaintiff is a resident of California and during the time period relevant to this Complaint
12 was employed by Defendant as a non-exempt hourly employee within the State of California at
13 Defendant’s facility located in Vernon, California. Plaintiff was employed by Defendant from
14 approximately March 2019 through February 2025 as a sample maker wherein he last earned
15 approximately \$20.50 per hour. Plaintiff typically worked Monday through Friday between 9 am and
16 5:30 pm or 8:30 a.m. to 5 p.m. Plaintiff and the other Class members worked for Defendant in Los
17 Angeles County as well as other counties, and in other nonexempt positions, throughout California
18 and, and consistently worked at Defendant’s behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by Defendant
20 and worked at Defendant’s facility where the conduct giving rise to the allegations in this Class Action
21 Complaint occurred. Upon information and belief, Plaintiff was employed by Defendant and (1)
22 shared similar job duties and responsibilities, (2) was subjected to the same policies and practices,
23 and (3) endured similar violations at the hands of Defendants as the other Employee Class members
24 who served in similar and related positions.

25 3. Defendant required Plaintiff and the Employees in the Class to perform work without
26 receiving full compensation for all hours worked by virtue of rounding their time such that they were
27 undercompensated for all hours worked.

28 4. Defendant also failed to provide Plaintiff and the Class with lawful meal and rest periods,

1 as 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. Specifically, Plaintiff and the Class were
3 regularly required to be at their work station ready to work which required them to clock in before
4 completing their thirty minute meal period. Additionally, Plaintiff and the Class would frequently
5 have their meal and rest periods interrupted by supervisors to respond to work related demands,
6 questions, and other job related inquiries.

7 5. Additionally, Defendant failed to provide Plaintiff and the class with accurate wage
8 statements as those wage statements did not include all hours worked and omitted sick pay balances.
9 These omissions prevented Plaintiff and the Class from learning of Defendant's unlawful pay
10 practices.

11 **THE PARTIES**

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

14 7. Defendant is a California corporation with its principle executive offices located at 2455 E.
15 27TH STREET VERNON, CA 90058 and has been listed as the employer on Plaintiff's paystubs and
16 wage statements during the relevant time period. Defendant lists the same address as its mailing
17 address with the California Secretary of State and employs Plaintiff and the Class members at
18 Defendant's facility in Vernon, California, and throughout California and conducts business
19 throughout California.

20 8. The true names and capacities, whether individual, corporate, associate, or whatever else,
21 of the Defendants sued herein as Does 1 through 50, inclusive, are currently unknown to Plaintiff,
22 who therefore sues these Defendants by such fictitious names under Code of Civil Procedure § 474.
23 Plaintiff is informed and believes and thereon alleges that Defendant designated herein as Does 1
24 through 50, inclusive, and each of them, are legally responsible in some manner for the unlawful acts
25 referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names
26 and capacities of the Defendants designated herein as Does 1 through 50 when their identities become
27 known.

28 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all

1 respects pertinent to this action as the agent of the other Defendant, that Defendant carried out a joint
2 scheme, business plan, or policy in all respects pertinent hereto, and that the acts of each Defendant
3 are legally attributable to the other Defendant. Furthermore, Defendant acted in all respects as the
4 employers or joint employers of Employees. Defendant, and each of them, exercised control over the
5 wages, hours or working conditions of Employees, or suffered or permitted Employees to work, or
6 engaged, thereby creating a common law employment relationship, with Employees. Therefore,
7 Defendants, and each of them, employed or jointly employed Employees.

8 **JURISDICTION AND VENUE**

9 10. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure
10 § 410.10 and California Business & Professions Code § 17203. This Action is brought as a Class
11 Action on behalf of similarly situated Employees of Defendant pursuant to California Code of Civil
12 Procedure § 382.

13 11. Venue as to Defendant is also proper in this judicial district pursuant to California Code
14 of Civil Procedure § 395 et seq. Upon information and belief, the obligations and liabilities giving
15 rise to this lawsuit occurred at least in part in Los Angeles County and Defendant's maintain and
16 operate company offices and facilities in Los Angeles County, and employ Plaintiff and other Class
17 members in Los Angeles County and throughout California.

18 **FACTUAL BACKGROUND**

19 12. The Employees who comprise the Class and Collective, including Plaintiff, are nonexempt
20 employees pursuant to the applicable Wage Order of the IWC. Defendant's hire Employees who work
21 in nonexempt positions at the direction of Defendant in the State of California. Plaintiff and the Class
22 members were not paid by Defendant for all hours worked. Specifically, Defendant rounded the time
23 Plaintiff and Employees worked such that they were undercompensated for all hours worked. Plaintiff
24 also contends that Defendant failed to pay Plaintiff and the Class members all wages due and owing,
25 failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation
26 of various provisions of the California Labor Code and applicable Wage Orders.

27 13. Defendant also failed to maintain timekeeping records for Plaintiff that would permit
28 Plaintiff to discover the nature and extent of Defendants' unlawful timekeeping practices.

1 14. As a matter of uniform Company policy, Plaintiff and the Class members were required
2 to work during their meal and rest breaks and/or take late meal and rest periods which were not
3 compensated by Defendant in violation of the California Labor Code. Plaintiff and the Class members
4 were also not paid regular wages and overtime for the time they were required to comply with other
5 requirements imposed upon them, which they had to complete while working through their meal and
6 rest breaks and without compensation. As a result, Plaintiff and the Class members worked shifts
7 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at the
8 appropriate overtime rate for all such hours, including by being required to perform work duties and
9 tasks without pay and while off-the-clock. As a result, Plaintiff and the Class members worked
10 substantial overtime hours during their employment with Defendant for which they were not
11 compensated, in violation of the California Labor Code, applicable IWC Wage Orders.

12 15. As a result of the daily work demands and pressures to work through or take late meal
13 and/or breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
14 Class members were not properly paid for all wages earned and for all wages owed to them by
15 Defendants, including when working more than eight (8) hours in any given day and/or more than
16 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
17 Plaintiff and Class members incurred overtime hours worked for which they were not adequately and
18 completely compensated. Therefore, from at least four (4) years prior to the filing of this lawsuit and
19 continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees
20 for all hours worked and failing to pay minimum wage for all time worked as required by California
21 Law.

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

27 17. Additionally from at least four (4) years prior to the filing of this lawsuit and continuing
28 to the present, Defendant has regularly required Employees to work shifts in excess of five (5) hours

1 without providing them with uninterrupted meal periods of not less than thirty (30) minutes and shifts
2 in excess of ten (10) hours without providing them with second meal periods of not less than thirty
3 minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at each
4 Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or
5 deficiently provided.

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

12 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and continuing
13 to the present, Defendants have consistently failed to provide Employees with timely, accurate, and
14 itemized wage statements as required by California wage-and-hour laws. Specifically, the wage
15 statements given to Employees by Defendants omitted sick pay balances and failed to accurately
16 account for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
17 Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove.
18 The wage statements provided to Employees were confusing and required Employees to engage in
19 discovery and refer to outside sources to verify whether their pay was correct, potentially resulting in
20 a miscalculation by the Employees.

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

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

27 22. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the
28 present, Defendants have had a consistent policy of failing to pay all wages fur and owed to

1 Employees at the time of their termination or within seventy-two (72) hours of their resignation, as
2 required by California wage-and-hour laws.

3 23. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code
4 §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174,
5 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698, 2699, et seq.

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

9 **CLASS ALLEGATIONS**

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

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

- 16 a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated
17 for all hours worked for Defendants at the applicable minimum wage.
- 18 b. Subclass 2. Wages and Overtime Subclass. All Class members who were not
19 compensated for all hours worked for Defendants at the required rates of pay,
20 including for all hours worked in excess of eight in a day and/or forty in a week, meal
21 and rest break premiums, and sick pay.
- 22 c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants'
23 policy and/or practice of failing to provide timely unpaid 30-minute uninterrupted and
24 duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu
25 thereof.
- 26 d. Subclass 4. Rest Break Subclass. All Class members who were subject to Defendants'
27 policy and/or practice of failing to authorize and permit Employees to take
28 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.

- e. Subclass 6. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages and whose wage statement omitted a sick pay balance.
- f. Subclass 7. 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.
- g. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.
- h. Subclass 10. 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.
- i. Subclass 11. 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.

27. 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.

28. 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.

Numerosity

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

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

Commonality

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

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof and whether payment was at the correct regular rate of pay in light of all remuneration received;
- e. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;
- f. Whether Defendants failed to pay Employees sick pay as required under Labor Code § 245 and whether Defendants failed to include sick pay balances on wage statements;
- g. Whether Defendants violated Labor Code § 226(a);
- h. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- i. 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;
- j. Whether Defendants violated Business and Professions Code § 17200 et seq.; and
- k. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 et seq.

1 conduct in violation of statutes, as well as regulations that have the force and effect of law, as alleged
2 herein.

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4 **Adequacy of Representation**

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

8 **Superiority of Class Action**

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

14 35. Class action treatment will allow those persons similarly situated to litigate their claims in
15 the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is
16 unaware of any difficulties in managing this case that should preclude class action.

17 **FIRST CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(Against All Defendants)**

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

22 37. Defendants failed to pay Employees minimum wages for all hours worked. Defendants
23 had a consistent policy of misstating Employees time records and failing to pay Employees for all
24 hours worked. Employees would work hours and not receive wages, including as alleged above in
25 connection with working during meal breaks, completing new hire and other onboarding paperwork
26 without compensation.

27 38. Additionally, Defendants had a consistent policy of failing to pay Employees for hours
28 worked during alleged meal periods for which Employees were consistently denied, as also addressed

1 herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and Class members.

2 39. Moreover, Defendants did not pay Plaintiff and Employees at the applicable minimum
3 wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour practices
4 manifested, without limitation, applicable to the Class as a whole, as a result of implementing a
5 uniform policy and practice that denied accurate compensation to Plaintiff and the other members of
6 the Class as to minimum wage pay.

7 40. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:

8 The minimum wage for employees fixed by the commission is the minimum wage to
9 be paid to employees, and the payment of a less wage than the minimum so fixed is
10 unlawful. The applicable minimum wages fixed by the commission for work during
11 the relevant period is found in the Wage Orders. Pursuant to the Wage Orders,
12 Employees are therefore entitled to double the minimum wage during the relevant
13 period.

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

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

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

23 43. California Labor Code § 1194.2 also provides for the following remedies:

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

28 44. Defendants have the ability to pay minimum wages for all time worked and have willfully

1 refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness
2 with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

3 ///

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

8 **SECOND CAUSE OF ACTION**

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

10 **(Against All Defendants)**

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

13 47. By their conduct, as set forth herein, Defendants violated California Labor Code § 510
14 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:

15 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8)
16 hours in a workday or in excess of forty (40) hours in any workweek or for the first
17 eight (8) hours worked on the seventh day of work in any one workweek; or (b)
18 twice their regular rate of pay for hours worked in excess of twelve (12) hours in
19 any one (1) day or for hours worked in excess of eight (8) hours on any seventh
20 day of work in a workweek. Defendants had a consistent policy of not paying
21 Employees wages for all hours worked including time off the clock.

22 (b) Employees regularly worked over 8 hours on a given day or over 40 hours in a
23 given week without receiving overtime compensation.

24 (c) Furthermore, on information and belief, Defendants did not pay Plaintiff and
25 Employees the correct overtime rate for the recorded overtime hours that they generated. In addition
26 to an hourly wage, Defendants provided Plaintiff and Employees nondiscretionary free meals only on
27 shifts they agreed to work and for working a shift. However, upon information and belief, Defendants
28 failed to incorporate this remuneration into the calculation of the regular rate of pay for purposes of

1 calculating the overtime wage rate, meal and rest break premiums, and sick pay. Therefore, during
2 times when Plaintiff and Employees worked overtime, did not receive a compliant meal and/or rest
3 breaks, and took sick leave, Defendants failed to pay all overtime, meal and rest premiums, and sick
4 pay wages by paying a lower rate than required.

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

11 49. Employees have been damaged by these violations of California Labor Code §§ 204 and
12 510 (and the relevant orders of the Industrial Welfare Commission).

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

17 **THIRD CAUSE OF ACTION**

18 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

19 **(Against All Defendants)**

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

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

27 53. Defendants failed to provide Employees with meal periods as required under the Labor
28 Code. Employees were consistently required to work through their meal periods which they were

1 consistently denied and/or had their meal periods interrupted. Employees were also required to take
2 meal periods after working well beyond the five (5) hour shifts. What meal periods were provided
3 were also not duty-free due to Defendants' policy and practice of interrupting the meal breaks with
4 work demands.

5 54. Furthermore, Employees were regularly required to work for more than 10 hours in a given
6 shift without receiving a second uninterrupted thirty (30) minute meal period as required by law.

7 55. Moreover, Defendants failed to compensate Employees for each meal period not provided
8 or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the
9 applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal
10 period in accordance with this section, the employer shall pay the employee one hour of pay at the
11 employee's regular rate of compensation for each workday that the meal period is not provided.

12 56. Defendants failed to compensate the Employees in the Class for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20
14 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did pay meal
15 period premiums, they did so at the normal regular rate of pay without factoring in all forms or
16 remuneration/compensation or by otherwise incorrectly calculating the regular rate.

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

20 **FOURTH CAUSE OF ACTION**

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

22 **(Against All Defendants)**

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

25 59. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the Labor
26 Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of 8 not less
27 than ten (10) minutes for each consecutive four (4) hour shift.

28 60. Defendants failed to provide Employees with timely rest breaks of not less than ten (10)

1 minutes for each consecutive four (4) hour shift. What rest breaks were provided were also not duty-
2 free due to Defendants' policy and practice of interrupting rest breaks with work demands and
3 requiring Employees to keep walkie talkies and phones on during rest breaks to respond to
4 emergencies and other situations.

5 61. Moreover, Defendants failed to compensate Employees for each rest period not provided
6 or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
7 Orders, which provide that, if an employer fails to provide an employee a rest period in accordance
8 with this section, the employer shall pay the employee one hour of pay at the employee's regular rate
9 of compensation for each workday that the rest period is not provided.

10 62. Defendants failed to compensate the Employees in the Class for each rest period not
11 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
12 Wage Order.

13 63. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
14 so at the normal regular rate of pay without factoring in all forms of remuneration/compensation or
15 by otherwise incorrectly calculating the regular rate.

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

19 **FIFTH CAUSE OF ACTION**

20 **FAILURE TO COMPLY WITH LABOR CODE §§ 245 ET SEQ. AND 246**

21 **(Against All Defendants)**

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

24 66. California Labor Code § 245 et seq. requires that Defendants provide paid sick time to
25 Employees, including at the amount, terms, and rate of compensation set forth in said law. At times
26 relevant, Defendants have failed compute the amount due for paid sick time in conformance with the
27 pay calculation under California Labor Code § 246(l). Defendants also omitted sick pay balances on
28 wage statements.

67. Defendants provided nondiscretionary free meals as remuneration for hours worked but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

68. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §§ 245 et seq. and 246.

SIXTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

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

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

71. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal periods and rest breaks, and reflected incorrect hours worked, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, nondiscretionary bonuses, and/or shift differentials earned, and the total amount of compensation of their Employees. The wage statements provided to Employees were confusing and

1 required Employees to engage in discovery and refer to outside sources to verify whether their pay
2 was correct, potentially resulting in a miscalculation by the Employees.

3 72. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
4 Employees suffered injuries, including among other things confusion over whether they received all
5 wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them
6 to make mathematical computations to analyze whether the wages paid in fact compensated them
7 correctly for all hours worked.

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

13 74. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a civil
14 penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for each pay
15 period, and one thousand dollars (\$1000) for each subsequent violation for each employee for each
16 pay period.

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

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE § 1174**

22 **AND 1174.5**

23 **(Against All Defendants)**

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

26 77. California Labor Code § 1174 requires that all employers shall keep accurate time and
27 wage records for all employees. California Labor Code § 1174.5 further requires that any employee
28 suffering injury due to a willful violation of the aforementioned obligations may seek damages,

1 including civil penalties, from the employer.

2 78. During the course of Plaintiff's and Employees' employment, Defendants consistently
3 failed to maintain accurate time and wage records for Plaintiff and Employees as required by
4 California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages, overtime, and
5 premium pay as discussed above.

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

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE § 203**

10 **(Against All Defendants)**

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

13 81. Numerous Employees are no longer employed by Defendants; they either quit Defendants'
14 employ or were fired therefrom.

15 82. Defendants failed to pay these Employees all wages due and certain at the time of
16 termination or within seventy-two (72) hours of resignation. The wages withheld from these
17 Employees by Defendants remained due and owing for more than thirty (30) days from the date of
18 separation of employment.

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

23 **NINTH CAUSE OF ACTION**

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

25 **(Against All Defendants)**

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

28 85. Plaintiff, on behalf of Plaintiff, Employees, and the general public, brings this claim

1 pursuant to Business & Professions Code § 17200 et seq. The conduct of Defendants as alleged in
2 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
3 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
4 meaning of Code of Civil Procedure § 1021.5.

5 86. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204, has
6 suffered injury, and therefore has standing to bring this cause of action for injunctive relief, restitution,
7 and other appropriate equitable relief.

8 87. Business & Professions Code § 17200 et seq. prohibits unlawful and unfair business
9 practices.

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

16 89. Defendants have violated statutes and public policies. Through the conduct alleged in this
17 Complaint, Defendants have acted contrary to these public policies, have violated specific provisions
18 of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of
19 Business & Professions Code § 17200 et seq. Defendants’ conduct has deprived Plaintiff, and all
20 persons similarly situated, and all interested persons, of the rights, benefits, and privileges guaranteed
21 to all employees under the law.

22 90. Defendants’ conduct, as alleged hereinabove, constitutes unfair competition in violation
23 of the Business & Professions Code § 17200 et seq. Defendants, by engaging in the conduct herein
24 alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either
25 knew or in the exercise of reasonable care should have known that their conduct was unlawful;
26 therefore their conduct violates the Business & Professions Code § 17200 et seq.

27 91. As a proximate result of the above-mentioned acts of Defendants, Employees have
28 been damaged, in a sum to be proven at trial. Unless restrained by this Court, Defendants will continue

1 to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code,
2 this Court should make such orders or judgments, including the appointment of a receiver, as may be
3 necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive
4 practice prohibited by the Business & Professions Code, including but not limited to the disgorgement
5 of such profits as may be necessary to restore Employees to the money Defendants have unlawfully
6 failed to pay.

7 **TENTH CAUSE OF ACTION**

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

9 **(Against All Defendants)**

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

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

15 3. Plaintiff seeks penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of
16 all Labor Code provisions included under Labor Code § 2699.5 and includes the penalty provisions,
17 without limitation, based on the following California Labor Code sections: 201, 202, 203, 204, 210,
18 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 174.5, 1182.12, 1185, 1194,
19 1194.2 1197, 1199, 2698, 2699, et seq., and 2802.

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

22 5. Employees also seek any and all penalties and remedies set forth in Labor Code § 558,
23 which states: Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
24 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
25 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
26 violation in a subsequent citation, for which the employer fails to provide the employee a wage
27 deduction statement or fails to keep the required in subdivision (a) of Section 226."

28 6. To the extent that Labor Code § 226.3 applies, Plaintiff and Employees also seeks such

1 penalties on.

2 7. Plaintiff has exhausted administrative remedies by sending a certified letter to the LWDA
3 and Defendants postmarked May 29, 2025. The LWDA has not provided notice of its intent to
4 investigate the alleged violations withing 65 calendar days of the postmark date of the letters.

5 **RELIEF REQUESTED**

6 8. WHEREFORE, Plaintiff prays for the following relief:

- 7 a. For an order certifying this action as a class action;
- 8 b. For compensatory damages in the amount of the unpaid minimum wages for work
9 performed by Employees and unpaid overtime compensation from at least four (4)
10 years prior to the filing of this action, as may be proven;
- 11 c. For liquidated damages in the amount equal to the unpaid minimum wage and interest
12 thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 13 d. For compensatory damages in the amount of the hourly wage made by Employees for
14 each missed or deficient meal period where no premium pay was paid therefor from
15 four (4) years prior to the filing of this action, as may be proven;
- 16 e. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;
- 17 f. For penalties pursuant to Labor Code § 226.3, as may be proven;
- 18 g. For penalties pursuant to Labor Code § 227.3, as may be proven;
- 19 h. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;
- 20 i. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired
21 in an amount equal to their daily wage times thirty (30) days, as may be proven;
- 22 j. For penalties pursuant to Labor Code § 1174.5, as may be proven;
- 23 k. For restitution for unfair competition pursuant to Business & Professions Code §
24 17200 et seq., including disgorgement or profits, as may be proven;
- 25 l. For compensatory damages in the amount of all previously unreimbursed business
26 expenditures necessarily incurred by Employees in the discharge of their job duties for
27 Defendants from four (4) years prior to the original filing of this action, as may be
28 proven;

- 1 m. For penalties pursuant to Labor Code § 2699, et seq., as may be proven;
- 2 n. For an order enjoining Defendants and their agents, servants, and employees, and all
- 3 persons acting under, in concert with, or for them, from acting in derogation of any
- 4 rights or duties adumbrated in this Complaint;
- 5 o. For all general, special, and incidental damages as may be proven;
- 6 p. For an award of pre-judgment and post-judgment interest;
- 7 q. For an award providing for the payment of the costs of this suit;
- 8 r. For an award of attorneys' fees; and
- 9 s. For such other and further relief as this Court may deem proper and just.

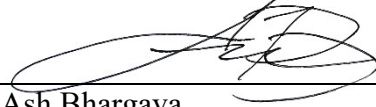
10 **DEMAND FOR JURY TRIAL**

11 PLAINTIFF hereby demands a trial by jury on all claims.

12 DATED: 8/11/2025

WORKRIGHT LAW, APC

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14 By: 

Ash Bhargava

Attorneys for EDWIN ALEXANDER PAXTOR
ACABAL

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