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10 Attorneys for Plaintiff ORLANDO SALAS,
11 individually, and on behalf of all others
12 similarly situated

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF RIVERSIDE**

15 ORLANDO SALAS, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 INTERSOLUTIONS LLC; and DOES 1
20 through 100, inclusive,

21 Defendants.

CASE NO.: CVR12503175

*(Assigned for all purposes to Harold W.
Hopp, Department I)*

CLASS ACTION

FIRST AMENDED COMPLAINT:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wage
5. Failure to Pay All Wages Due to Discharged or Quitting Employees
6. Failure to Provide Accurate Itemized Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices
9. Violation of the Private Attorneys General Act

DEMAND FOR JURY TRIAL

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1 payroll practices or policies in, the County of Riverside, State of California.

2 6. The true names and capacities of DOES 1 through 100, inclusive, are unknown to
3 PLAINTIFF at this time, and PLAINTIFF therefore sues such DEFENDANTS under fictitious
4 names. PLAINTIFF is informed and believes, and thereon alleges, that each DEFENDANT
5 designated as a DOE is highly responsible in some manner for the events and happenings referred
6 to herein, and legally caused the injuries and damages alleged in this First Amended Complaint.
7 PLAINTIFF will seek leave of the court to amend this First Amended Complaint to allege their
8 true names and capacities when ascertained. The DEFENDANTS, and each of them, were alter
9 egos of each other and/or engaged in an integrated enterprise with each other. Additionally, all of
10 the DEFENDANTS were joint employers of PLAINTIFF.

11 7. There exists, and at all times herein mentioned existed, a unity of interest and
12 ownership between the named DEFENDANTS, including DOES, such that any corporate
13 individuality and separateness between the named defendants has ceased, and that the named
14 Defendants are alter egos in that the named DEFENDANTS effectively operate as a single
15 enterprise, or are mere instrumentalities of one another.

16 8. At all material times herein, each DEFENDANT was the agent, servant, co-
17 conspirator and/or employer of each of the remaining defendants, acted within the purpose, scope,
18 and course of said agency, service, conspiracy and/or employment and with the express and/or
19 implied knowledge, permission, and consent of the remaining Defendants, and ratified and
20 approved the acts of the other DEFENDANTS. However, each of these allegations are deemed
21 alternative theories whenever not doing so would result in a contradiction with the other allegations.

22 9. Whenever reference is made in this First Amended Complaint to any act, deed, or
23 conduct of Defendants, the allegation means that DEFENDANTS engaged in the act, deed, or
24 conduct by or through one or more of its officers, directors, agents, employees, or representatives
25 who was actively engaged in the management, direction, control, or transaction of DEFENDANTS'
26 ordinary business and affairs.

27 10. As to the conduct alleged herein, each act was authorized, ratified or directed by
28 DEFENDANTS' officers, directors, or managing agents.

1 11. At all relevant times herein, PLAINTIFF and other aggrieved employees were
2 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
3 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each
4 of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
5 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
6 schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide
7 rest and meal periods; failing to properly maintain records; failing to provide accurate itemized
8 statements for each pay period; failing to properly compensate PLAINTIFF and other aggrieved
9 employees for necessary expenditures; and requiring, permitting or suffering the employees to work
10 off the clock, in violation of the California Labor Code and the applicable Welfare Commission
11 (“IWC”) Orders.

12 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every of
13 the acts and omissions alleged herein were performed by, and/or attributable to, all
14 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of
15 each of the other DEFENDANTS, and that said acts and failures to act were within the course and
16 scope of said agency, employment and/or direction and control.

17 13. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
18 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision
19 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
20 Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

21 14. As a direct and proximate result of the unlawful actions of DEFENDANTS,
22 PLAINTIFF has suffered, and continues to suffer, from loss of earnings in amounts as yet
23 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

24 **JURISDICTION AND VENUE**

25 15. The Superior Court of the State of California has jurisdiction in this matter because
26 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business
27 in California and regularly conduct business in California. Further, no federal question is at issue
28 because the claims are based solely on California law.

1 16. Venue is proper in this judicial district and the County of Riverside, California
2 because aggrieved employees performed work for DEFENDANTS in the County of Riverside,
3 DEFENDANTS transact business in the County of Riverside, and DEFENDANTS' illegal payroll
4 policies and practices, which are the subject of this action were applied, at least in part, to aggrieved
5 employees situated in the County of Riverside.

6 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

7 17. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
8 Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and
9 former non-exempt aggrieved employees of DEFENDANTS working as groundskeepers or in
10 similar non-exempt positions in the State of California at any time within the period beginning one
11 year prior to the filing of PLAINTIFF'S LWDA letter concerning this action and ending at the time
12 this action settles or proceeds to final judgment ("PENALTY PERIOD").

13 18. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
14 on May 27, 2025 to the California Labor and Workforce Development Agency ("LWDA") and by
15 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
16 Orders alleged to have been violated, including the facts and theories to support the alleged
17 violations. PLAINTIFF is informed and believes and thereon alleges that sixty-five (65) or more
18 days have passed since the submission and postmark date of this LWDA letter, and the LWDA has
19 not provided notice to PLAINTIFF that it intends to investigate the alleged violations. Accordingly,
20 PLAINTIFF has complied with all of the requirements set forth in California Labor Code § 2699.3
21 to commence a representative action under PAGA.

22 **CLASS ACTION ALLEGATIONS**

23 19. This action is appropriately suited for a Class Action because:

24 a. The potential class is a significant number. Joinder of all current and former
25 employees individually would be impractical.

26 b. This action involves common questions of law and fact to the potential class
27 because the action focuses on the DEFENDANTS' systematic course of illegal payroll practices
28 and policies, which was applied to all hourly employees in violation of the California Labor Code,

1 IWC Wage Orders, and the California Business and Professions Code which prohibits unfair
2 business practices arising from such violations.

3 c. The claims of the PLAINTIFF are typical of the class because
4 DEFENDANTS subjected all of their hourly employees to the identical violations of the California
5 Labor Code and California Business and Professions Code.

6 d. PLAINTIFF is able to fairly and adequately protect the interests of all
7 members of the class because it is in PLAINTIFF'S best interests to prosecute the claims alleged
8 herein to obtain full compensation due to PLAINTIFF for all services rendered and hours worked.

9 20. PLAINTIFF brings the First through Eighth causes of action against DEFENDANT,
10 individually, and on behalf of others similarly situated as a class action pursuant to Code of Civil
11 Procedure § 382, and seeks an order certifying this action as a class action for a Class defined, or
12 as later defined in narrowed subclasses as follows, and reserves the right to amend the class
13 definition:

14 All persons who worked for DEFENDANT in California as non-exempt employees
15 at any time during the period beginning four (4) years prior to the filing of this action and
16 ending on the date the class is certified or on a date fixed by the Court.

17 **FIRST CAUSE OF ACTION**

18 **Failure to Provide Required Meal Periods**

19 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 15-2001 , § 11]**

20 **(Against All DEFENDANTS)**

21 21. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 22. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and
24 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
25 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
26 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
27 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
28 § 226.7, 512 and IWC Wage Order No. 15-2001 , § 11.

1 23. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
2 Order No. 15-2001 , § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
3 not provided with a meal period, in accordance with the applicable wage order, one additional hour
4 of compensation at each employee's regular rate of pay for each workday that a meal period was
5 not provided.

6 24. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194, 1197,
7 and IWC Wage Order No. 15-2001 by failing to compensate PLAINTIFF and CLASS MEMBERS
8 for all hours worked during their meal periods.

9 25. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
10 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned
11 and due, interest, penalties, expenses, and costs of suit.

12 **SECOND CAUSE OF ACTION**

13 **Failure to Provide Required Rest Periods**

14 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 15-2001 , § 12]**

15 **(Against All DEFENDANTS)**

16 26. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 27. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
19 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS failed
20 to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under California Labor
21 Code §§ 226.7 and 512, and IWC Wage Order No. 15-2001 , § 12.

22 28. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
23 Order No. 15-2001 , § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
24 provided with a rest period, in accordance with the applicable wage order, one additional hour of
25 compensation at each employee's regular rate of pay for each workday that a rest period was not
26 provided.

27 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
28 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned

1 and due, interest, penalties, expenses, and costs of suit.

2 **THIRD CAUSE OF ACTION**

3 **Failure to Pay Overtime Wages**

4 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 15-2001 , § 3]**

5 **(Against All DEFENDANTS)**

6 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
7 allegations in the foregoing paragraphs.

8 31. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 15-2001
9 , § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all
10 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
11 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight
12 (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of
13 twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the
14 seventh consecutive day of work in any workweek.

15 32. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
16 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order
17 No. 15-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and
18 CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of
19 the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime
20 at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code
21 §§ 510, 1194, and IWC Wage Order No. 15-2001 , § 3; requiring, permitting or suffering
22 PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering
23 PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and
24 inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; failing to
25 properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide accurate
26 itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

27 33. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all

1 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
5 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 34. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
7 1194, 1198 and IWC Wage Order No. 15-2001 , § 3. Therefore, pursuant to California Labor Code
8 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
9 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
10 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
11 expenses, and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 15-2001 , § 4]**

15 **(Against All DEFENDANTS)**

16 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 36. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 15-
19 2001 , § 4, payment to an employee of less than the applicable minimum wage for all hours worked
20 in a payroll period is unlawful.

21 37. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks;
25 illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked;
26 failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to provide
27 accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period;
28 and other methods to be discovered.

1 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 1194,
2 1197, and IWC Wage Order No. 15-2001 , § 4. As a proximate result of the aforementioned
3 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
4 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1994.2,
5 1197.1, and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF
6 and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
7 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged or Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 **(Against All DEFENDANTS)**

12 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 40. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
15 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
16 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
17 and unpaid at the time of discharge are due and payable immediately.

18 41. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
19 required to pay all accrued wages due to an employee no later than 72 hours after the employee
20 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 42. California Labor Code § 203 provides that if an employer willfully fails to pay, in
23 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
24 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
25 compensation to the employee at the same rate for up to 30 workdays.

26 43. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
27 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
28 California Labor Code §§ 201 and 202.

44. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

45. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226; IWC Wage Order No. 15-2001 , § 7]

(Against All DEFENDANTS)

46. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

47. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 15-2001 , § 7.

48. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

49. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to civil

1 penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of costs,
2 expenses, and reasonable attorneys' fees, including but not limited to those provided in California
3 Labor Code § 226(e), as well as other available remedies.

4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**

6 **[Cal. Labor Code § 2802]**

7 **(Against All DEFENDANTS)**

8 50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 51. California Labor Code § 2802(a) requires an employer to indemnify an employee
11 for all necessary expenditures or losses incurred by the employee in direct consequence of the
12 discharge of his or her duties, or of his or her obedience to the directions of the employer.

13 52. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
14 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
15 in direct consequence of the discharge of their duties while working under the direction of
16 DEFENDANTS, including but not limited to expenses for cellular phones, gas, mileage, and other
17 employment-related expenses, in violation of California Labor Code § 2802.

18 53. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial,
20 and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to California
21 Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all
22 available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees,
23 including those provided in California Labor Code § 2802(c), as well as other available remedies.

24 **EIGHTH CAUSE OF ACTION**

25 **Unfair and Unlawful Business Practices**

26 **[Cal. Bus. & Prof. Code §§ 17200 *et. seq.*]**

27 **(Against All DEFENDANTS)**

28 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the

1 allegations in the foregoing paragraphs.

2 55. Each and every one of DEFENDANTS' acts and omissions in violation of the
3 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not
4 limited to DEFENDANTS' failure and refusal to provide required meal periods, DEFENDANTS'
5 failure and refusal to provide required rest periods, DEFENDANTS' failure and refusal to pay
6 overtime compensation, DEFENDANTS' failure and refusal to pay minimum wages,
7 DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting employees,
8 DEFENDANTS' failure and refusal to furnish accurate itemized wage statements and to maintain
9 required records, and DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS
10 MEMBERS for necessary expenditures and/or losses incurring in discharging their duties
11 constitutes unfair and unlawful business practices under California Business and Professions Code
12 § 17200 *et seq.*

13 56. DEFENDANTS' violations of California wage and hour laws constitute a business
14 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over a
15 significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and CLASS
16 MEMBERS.

17 57. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
18 rest periods, and other benefits as required by the California Labor Code, the California Code of
19 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to record,
20 report, and pay the correct sums of assessment to the state authorities under the California Labor
21 Code and other applicable regulations.

22 58. As a result of DEFENDANTS' unfair and unlawful business practices,
23 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
24 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be made
25 to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS MEMBERS.

26 59. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
27 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not limited
28 to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and CLASS

1 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFF and
2 CLASS MEMBERS are entitled to restitution of all monies to be disgorged from DEFENDANTS
3 in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court.

4 **NINTH CAUSE OF ACTION**

5 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

6 **[Cal. Labor Code §§ 2698- 2699.5]**

7 **(Against All DEFENDANTS)**

8 60. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
9 allegations in the foregoing paragraphs.

10 61. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
11 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
12 current and former employees of DEFENDANTS pursuant to the procedures specified in California
13 Labor Code § 2699.3, because PLAINTIFF and other aggrieved employees were employed by
14 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
15 committed against PLAINTIFF during the PENALTY PERIOD.

16 62. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), Labor
17 Code §§ 2698–2699.5, PLAINTIFF is entitled to recover civil penalties, including but not limited
18 to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and IWC Wage
19 Order No. 15-2001 , § 20, from DEFENDANTS in a representative action for the violations set
20 forth above, including but not limited to:

- 21 a. Failing to properly compensate PLAINTIFF and other current and former
22 employees for missed meal periods in violation of California Labor Code §§
23 226.7, 510, 512, 1194, 1197 and IWC Wage Order No. 15;
- 24 b. Failing to properly compensate PLAINTIFF and other current and former
25 employees for missed rest periods in violation of California Labor Code §§
26 226.7 and 512 and IWC Wage Order No. 15;
- 27 c. Failing to properly compensate PLAINTIFF and other current and former
28 employees for all overtime hours worked in violation of California Labor Code

1 §§ 226, 510, 1194, 1197 and IWC Wage Order No. 15;

2 d. Failing to compensate PLAINTIFF and other current and former employees at a
3 wage rate at least equal to the California minimum wage for each hour worked
4 in violation of California Labor Code §§ 226, 510, 1182.12, 1194, 1197 and
5 IWC Wage Order No. 15;

6 e. Failing to maintain required records in violation of California Labor Code §§
7 1174-1174.5;

8 f. Failing to provide PLAINTIFF and other current and former employees with
9 accurate itemized wage statements that set forth the wage rate paid for each hour
10 worked, in violation of California Labor Code § 226;

11 g. Failing to properly compensate PLAINTIFF and other current and former
12 employees for all wages when due in violation of California Labor Code §§ 201,
13 202, and 204;

14 h. Failing to indemnify PLAINTIFF and other current and former employees for
15 necessary expenditures incurred in discharge of duties in violation of California
16 Labor Code § 2802; and

17 63. These penalties are in addition to any other relief available under the Labor Code.
18 Labor Code § 2699(f) provides that for all Labor Code violations for which a civil penalty is not
19 specifically provided, the following civil penalties are established: one hundred dollars (\$100) for
20 each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for
21 each aggrieved employee per pay period for each subsequent violation. PLAINTIFF is entitled to
22 such civil penalties under Labor Code § 2699(f) for DEFENDANTS' violations of Labor Code
23 provisions for which a civil penalty is not specifically provided, including but not limited to Labor
24 Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, and
25 2802.

26 **PRAYER FOR RELIEF**

27 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons
28 similarly situated, by their attorneys, respectfully pray for relief against DEFENDANTS and DOES

1 through 100, inclusive, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to PLAINTIFF, including the value of the unlawfully converted tips, as well as disgorged profits from the unfair and unlawful business practices of DEFENDANTS;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Order No. 15-2001 ;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunction enjoining DEFENDANTS from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful and unfair business practices complained of herein;
6. For actual and/or statutory damages and/or penalties pursuant to California Labor Code § 226(e);
7. For waiting time penalties pursuant to California Labor Code § 203;
8. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by California Labor Code §§ 226(e), 226.8 and 2699;
9. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, and 2802, California Civil Code §§ 3287, 3288, and 3336, and/or any other applicable provision providing for pre-judgment interest;
10. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2699 and 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;
11. For declaratory relief;
12. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action as a class action;
13. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's counsel as class counsel; and
14. For such other and further relief that the Court may deem just and proper.

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: August 8, 2025

Respectfully submitted,

THE KICK LAW FIRM, APC

Tyler Dosaj

By: _____

TARAS KICK
TYLER J. DOSAJ

Attorneys for Plaintiff ORLANDO SALAS,
individually, and on behalf of all others
similarly situated