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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF SAN BERNARDINO**

11
12 EDWIN FIGUEROA, an individual and on
13 behalf of all others similarly situated;

14 Plaintiff,

15 vs.

16 KIK POOL ADDITIVES INC., a California
17 corporation; and DOES 1 through 50,

18 Defendants.

Case No.: CIVSB2513955

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (4) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (7) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff EDWIN FIGUEROA (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants KIK POOL ADDITIVES INC., a California corporation, and
4 DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1198, 2698, *et seq.*,
9 and Industrial Welfare Commission (“IWC”) Wage Orders 1-2001 and 7-2001 (“Wage Orders”), in
10 addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought
11 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds \$25,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including San Bernardino County, and
15 some of the acts and omissions complained of herein occurred in San Bernardino County.
16 Furthermore, Plaintiff was employed by Defendants within San Bernardino County.

17 **PARTIES**

18 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
21 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
22 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
23 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1198, 2698, *et seq.*, and Wage
24 Orders.

25 4. Plaintiff is informed and believes, and based thereon alleges, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
28 similarly-situated non-exempt employees within San Bernardino County, and the State of California

1 and, therefore, were (and are) doing business in San Bernardino County and the State of California.

2 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and
6 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

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1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate a pool care chemical production and distribution facility
3 in Ontario, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee via a
4 staffing agency from approximately June 2024 to approximately January 24, 2025 as a laborer.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for overtime compensation. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
9 belief, Defendants employed an unlawful and unenforceable alternative workweek schedule policy
10 which failed to compensation Plaintiff and other non-exempt employees for all overtime wages due
11 when they worked more than eight hours in a workday or 40 hours in a workweek. As a result,
12 Plaintiff and other non-exempt employees were not compensated for all earned overtime wages.

13 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
17 employees were not able to take their legally compliant first and/or second meal breaks due to work
18 demands imposed by Defendants. On those occasions when Plaintiff and other non-exempt
19 employees were not provided with all legally compliant first and/or second meal periods to which
20 they were entitled, Defendants failed to compensate Plaintiff and other non-exempt employees with
21 the required meal period premium(s) for each workday there was a meal period violation as
22 mandated by Labor Code § 226.7.

23 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
24 all required rest or recovery periods due to Defendants' unlawful rest period policies/practices,
25 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or
26 major fraction thereof, and/or failed to provide additional recovery periods. Plaintiff and other non-
27 exempt employees were not able to take their legally compliant rest/recovery breaks due to work
28 demands imposed by Defendants. On those occasions when Plaintiff and other non-exempt

1 employees were not authorized and permitted to take all legally compliant rest/recovery periods to
2 which they were entitled, Defendants failed to compensate them with the required rest period
3 premium(s) for each workday there was a rest/recovery period violation as mandated by Labor
4 Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment
5 of rest/recovery period premium payments as required by Labor Code § 226.7, in the event that a
6 legally compliant rest/recovery period was not authorized and permitted to their non-exempt
7 employees.

8 14. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
9 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
10 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff
11 and other non-exempt employees. As a further result of Defendants' failure to pay all overtime
12 wages, and meal and rest period premium wages, Defendants failed to timely pay all final wages to
13 Plaintiff and other former non-exempt employees upon their separation of employment from
14 Defendants.

15 15. Labor Code § 1198 provides: "The employment of any employee ... under conditions
16 of labor prohibited by the [Industrial Wage Orders] is unlawful." Section 15 of the Wage Orders
17 provide: "(A) The temperature maintained in each work area shall provide reasonable comfort
18 consistent with industry-wide standards for the nature of the process and the work performed. (B) If
19 excessive heat or humidity is created by the work process, the employer shall take all feasible
20 means to reduce such excessive heat or humidity to a degree providing reasonable comfort. Where
21 the nature of the employment requires a temperature of less than 60° F, a heated room shall be
22 provided to which employees may retire for warmth, and such room shall be maintained at not less
23 than 68° F. (C) A temperature of not less than 68° F shall be maintained in the toilet rooms, resting
24 rooms, and change rooms during hours of use. (D) Federal and State energy guidelines shall prevail
25 over any conflicting provision of this section." California law requires an employer to endeavor to
26 provide a safe and healthy workplace. (Cal. Code Regs., tit. 8, §3203.) Labor Code § 6720 required
27 the California Division of Occupational Safety and Health ("Cal/OSHA") to propose an indoor heat
28 illness standard by January 1, 2019. Cal/OSHA has implemented standards for indoor heat illness

1 that applies to an indoor work area where the temperature or heat index equals or exceeds 87°
2 F when employees are present. (Cal. Code Regs., tit. 8, § 3396.) During the relevant time period,
3 Defendants failed to provide Plaintiff and other aggrieved employees with reasonable comfort by
4 maintaining the indoor temperature within the range of industry standards by, *inter alia*, complying
5 with Cal. Code Regs., tit. 8, § 3396, including, but not limited to, maintaining an indoor heat illness
6 prevention plan, providing training to aggrieved employees and supervisors on indoor heat illness
7 prevention, providing extra cool-down breaks, and monitoring indoor temperature.

8 **CLASS ACTION ALLEGATIONS**

9 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following
10 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 11 a. Overtime Class: All current and former non-exempt employees of Defendants,
12 whether directly hired or employed through a staffing agency, in the State of
13 California who worked more than eight hours per day and/or 40 hours per week and
14 were subject to Defendants' timekeeping policies and/or practices, from October 11,
15 2021 through the present.
- 16 b. Meal Period Class: All current and former non-exempt employees of Defendants,
17 whether directly hired or employed through a staffing agency, in the State of
18 California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii)
19 worked at least one shift in excess of 10.0 hours, from October 11, 2021 through the
20 present.
- 21 c. Rest Period Class: All current and former non-exempt employees of Defendants,
22 whether directly hired or employed through a staffing agency, in the State of
23 California who worked at least one shift of 3.5 or more hours, from October 11, 2021
24 through the present.
- 25 d. Wage Statement Class: All current and former non-exempt employees of Defendants
26 in the State of California who received a wage statement, during the one year
27 immediately preceding the filing of this action through the present.

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- 1 e. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
2 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
3 during the three years immediately preceding the filing of this action through the
4 present.

5 17. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
6 joinder of all members would be impractical, if not impossible. The membership of the Classes is
7 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
8 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
9 of Defendants' employment records, including payroll records.

10 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
11 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
12 the Classes, which predominate over questions affecting only individual members including,
13 without limitation to:

- 14 a. Whether Defendants properly paid all overtime wages to members of the Overtime
15 Class;
16 b. Whether Defendants provided all legally compliant meal periods or paid meal period
17 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
18 226.7 and 512;
19 c. Whether Defendants authorized and permitted all legally compliant rest/recovery
20 periods or paid all rest period premium wages due to members of the Rest Period
21 Class pursuant to Labor Code §§ 226.7 and 516;
22 d. Whether Defendants furnished legally compliant wage statements to members of the
23 Wage Statement Class pursuant to Labor Code § 226; and
24 e. Whether Defendants timely paid all final wages to members of the Waiting Time
25 Class at the time of their separation of employment pursuant to Labor Code §§ 201
26 and 202.

27 These common questions of law and fact set forth above are numerous and substantial and
28 stem from Defendants' policies and/or practices applicable to each individual class member. As

1 such, the common questions predominate over individual questions concerning each individual
2 class member's showing as to their eligibility for recovery or as to the amount of their damages.

3 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
4 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
5 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
6 Plaintiff, like the members of the Classes, was not paid all overtime wages owed due to Defendants'
7 timekeeping and payroll policies/practices, not provided all required meal periods, not authorized
8 and permitted all rest/recovery periods, did not receive premium pay for non-compliant meal and
9 rest/recovery periods, not paid all final wages upon separation of employment, and not provided
10 with accurate, compliant, itemized wage statements.

11 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
12 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
13 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
14 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
15 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
16 members of the Classes.

17 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
18 public interest in establishing minimum working conditions and standards in California. These laws
19 and labor standards protect the average working employee from exploitation by employers who
20 have the responsibility to follow the laws and who may seek to take advantage of superior economic
21 and bargaining power in setting onerous terms and conditions of employment. The nature of this
22 action and the format of laws available to Plaintiff and members of the Classes make the class
23 action format a particularly efficient and appropriate procedure to redress the violations alleged
24 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
25 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
26 resources of each individual plaintiff with their vastly superior financial and legal resources.

27 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy
28 would also discourage the assertion of lawful claims by employees who would be disinclined to file

1 an action against their former and/or current employer for real and justifiable fear of retaliation and
2 permanent damages to their careers at subsequent employment. The claims of the individual
3 members of the Class are not sufficiently large to warrant vigorous individual prosecution
4 considering all of the concomitant costs and expenses attending hereto.

5 23. Furthermore, the prosecution of separate actions by the individual class members,
6 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
7 with respect to the individual class members against Defendants herein; and which would establish
8 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
9 respect to individual class members which would, as a practical matter, be dispositive of the interest
10 of the other class members not parties to adjudications or which would substantially impair or
11 impede the ability of the class members to protect their interests. As such, the Classes identified
12 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

13 **FIRST CAUSE OF ACTION**

14 **OVERTIME WAGE VIOLATIONS**

15 **(Against All Defendants)**

16 24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
17 fully set forth herein.

18 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
19 Wage Orders, § 3, which provide that non-exempt employees are entitled to all overtime wages and
20 compensation for all overtime hours worked and provide a private right of action for the failure to
21 pay all overtime compensation for overtime work performed.

22 26. At all times relevant herein, Defendants were required to properly compensate non-
23 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
24 worked pursuant to Labor Code § 1194 and Wage Orders. Wage Orders, § 3 requires an employer
25 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
26 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
27 Class to work overtime hours but failed to compensate these employees for all overtime hours
28 actually worked.

1 27. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
2 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
3 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
4 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§
5 3287 and 3289.

6 **SECOND CAUSE OF ACTION**

7 **MEAL PERIOD VIOLATIONS**

8 **(Against All Defendants)**

9 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
10 fully set forth herein.

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
12 in their affirmative obligation to provide all of their non-exempt employees in California, including
13 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
14 accordance with the mandates of the Labor Code and Wage Orders, § 11.

15 30. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
16 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
17 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

18 31. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
19 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
20 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
21 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

22 **THIRD CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(Against All Defendants)**

25 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
26 fully set forth herein.

27 33. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
28 employees to be provided with a rest period of at least 10 minutes for each four-hour period

1 worked, or major fraction thereof, and additional recovery periods. Plaintiff is informed and
2 believes, and based thereon alleges, that despite Defendants' failure to authorize and permit Plaintiff
3 and members of the Rest Period Class to take all legally compliant rest/recovery periods as alleged
4 herein, Defendants did not pay these individuals an additional hour of pay at their respective regular
5 rate for the rest periods that they failed to authorize and permit them to take, as required by Labor
6 Code § 226.7.

7 34. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
8 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
9 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
10 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
11 3287 and 3289.

12 **FOURTH CAUSE OF ACTION**
13 **WAGE STATEMENT PENALTIES**
14 **(Against All Defendants)**

15 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
19 and members of the Wage Statement Class with accurate and complete, itemized wage statements
20 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
21 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
22 period, and/or the correct name and address of the legal entity that is the employer in violation of
23 Labor Code § 226.

24 37. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
25 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
26 to, among other things, the non-payment of overtime wages and meal and rest period premium
27 wages owed and deprived them of the information necessary to identify the discrepancies in
28 Defendants' reported payroll data.

1 38. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
2 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
3 attorneys' fees, and costs of suit according to California Labor Code § 226.

4 **FIFTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(Against All Defendants)**

7 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
8 fully set forth herein.

9 40. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
10 employer to pay all wages immediately at the time of separation of employment in the event the
11 employer discharges the employee or the employee provides at least 72 hours of notice of their
12 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
13 said employee's wages become due and payable not later than 72 hours upon said employee's last
14 date of employment.

15 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
16 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
17 separation from employment, including unpaid overtime wages as well as unpaid meal and rest
18 period premium wages.

19 42. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
20 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
21 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
22 the requirements of Labor Code §§ 201-202.

23 43. Defendants' failure to pay all final wages was willful within the meaning of Labor
24 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
25 Time Class their earned wages upon separation from employment results in continued payment of
26 daily wages up to thirty days from the time the wages were due.

27 44. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
28 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §

1 203.

2 **SIXTH CAUSE OF ACTION**

3 **UNFAIR COMPETITION**

4 **(Against All Defendants)**

5 45. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 46. Defendants have engaged and continue to engage in unfair and/or unlawful business
8 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 9 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
10 wages due;
- 11 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 12 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
13 periods to which they are entitled, and failing to pay them all meal period premium
14 wages due;
- 15 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
16 periods to which they are entitled, and failing to pay them all rest period premium
17 wages due;
- 18 e. failing to reimburse all necessary business expenses to Plaintiff and members of the
19 Expense Reimbursement Class;
- 20 f. failing to issue accurate and itemized wage statements to Plaintiff and members of
21 the Wage Statement Class; and
- 22 g. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
23 Penalty Class.

24 47. Defendants' utilization of these unfair and/or unlawful business practices deprived
25 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
26 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
27 Defendants' competitors who have been and/or are currently employing workers and attempting to
28 do so in honest compliance with applicable wage and hour laws.

1 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
3 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
4 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

5 49. The acts complained of herein occurred within the last four years immediately
6 preceding the filing of the Complaint in this action.

7 **SEVENTH CAUSE OF ACTION**

8 **PRIVATE ATTORNEYS GENERAL ACT**

9 **(Against All Defendants)**

10 50. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
11 fully set forth herein.

12 51. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
13 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved
14 Employees"), brings this representative action against Defendants to recover the civil penalties due
15 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
16 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
17 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
18 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
19 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
20 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
21 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
22 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
23 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
24 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
25 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
26 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
27 Code for which no civil penalty is specifically provided, based on the following Labor Code
28 violations:

- a. Failing to pay Aggrieved Employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages and compensation earned by Aggrieved Employees at the time of separation in violation of Labor Code §§ 201-202;
- f. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

52. On or about May 15, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

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1 **PRAYER FOR RELIEF**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of overtime wages and penalties
8 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 9 5. Upon the Second Cause of Action, for meal period premium wages according to
10 proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 11 6. Upon the Third Cause of Action, for rest period premium wages according to proof
12 pursuant to Labor Code §§ 226.7, 516, and 558;
- 13 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
14 226;
- 15 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
16 203;
- 17 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
18 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
19 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
20 *seq.*;
- 21 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
22 Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§
23 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each
24 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
25 violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus
26 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
27 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for
28 each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1

1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each
2 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
3 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
4 waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and
5 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
6 Code for which no civil penalty is specifically provided;

7 11. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
8 and Civil Code §§ 3287 and 3289;

9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
10 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

11 13. For such other and further relief, the Court may deem just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a trial by jury on all claims.

14
15 DATED: July 18, 2025

JUSTICE FOR WORKERS, P.C.

16
17 By: 

18 William C. Sung

19 Tiffany L. Luu

20 Joseph C. Ramli

21 Attorneys for Plaintiff EDWIN FIGUEROA
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