

Christina M. Lucio (SBN 253677)
christina@emplawllp.com
Mitchell J. Murray (SBN 285691)
mitchell@emplawllp.com
Nicholas W. Schieffelin (SBN 302329)
nick@emplawllp.com
EMPLAW, LLP
2235 Encinitas Blvd., Suite 210
Encinitas, CA 92024
Telephone: (760) 208-1755

Attorneys for Plaintiff MICHAEL BUI,
individually, and on behalf of himself and
all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MICHAEL BUI, individually, and on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

HOME PLUS GROUP, INC, a
California corporation, also doing
business as ARTICRAFT CABINETRY;
and DOES 1 through 50, inclusive,

Defendant.

Case No. 30-2025-01493879-CU-OE-CXC

CLASS ACTION

Assigned for All Purposes To:

Hon. Layne H. Melzer

Dept.: CX-102

FIRST AMENDED COMPLAINT

- 1) **Failure to Pay Minimum Wages Owed;**
- 2) **Failure to Accurately Calculate and Pay Overtime Owed;**
- 3) **Failure to Provide Lawful Meal Period or Premiums in Lieu Thereof;**
- 4) **Failure to Authorize and Permit Lawful Rest Periods or Premiums in Lieu Thereof;**
- 5) **Failure to Timely Pay Wages During Employment;**
- 6) **Failure to Timely Pay Wages Owed Upon Separation from Employment;**
- 7) **Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Labor Code § 226(a);**
- 8) **Violation of Cal. Business & Professions Code § 17200, *et seq.* (Unfair Competition);**
- 9) **Failure to Reimburse Necessary**

**Business Expenses in Violation of Cal.
Labor Code §§ 2800 and 2802;**

**10) Civil Penalties Pursuant to Private
Attorneys' General Act, Labor Code
section 2698 *et seq.***

DEMAND FOR JURY TRIAL

Plaintiff MICHAEL BUI ("Plaintiff"), individually and on behalf of others similarly situated, and in his representative capacity as private attorney general, asserts claims against Defendant HOME PLUS GROUP, INC, a California corporation, also doing business as ARTICRAFT CABINETRY ("Defendant"); and DOES 1 through 50, inclusive as follows:

INTRODUCTION

1. The purpose of this amendment is to clarify the allegations in the Complaint; expand this action from a class action to a representative claim under Labor Code section 2698 et seq. ("PAGA"); modify the scope of the class; and assert additional claims within the expanded class scope.

2. This is a Class Action, pursuant to California Code of Civil Procedure section 382, on behalf of Plaintiff and any and all persons who are or were employed by Defendant as non-exempt employees, however titled, in the State of California within four (4) years prior to the filing of the Complaint in this action until the resolution of this lawsuit (collectively referred to as the "Class" or "Class Members" or "Non-Exempt Employees").

3. During the "liability period," as defined as the applicable statute of limitations for each and every cause of action contained herein – i.e. Plaintiff's claims under the Unfair Competition Law is four (4) years; Plaintiff's claims for either unpaid wages or actual damages is three (3) years; and Plaintiff's claims for statutory penalties is one (1) year from the filing of this action through the present (referred to as "the liability period(s)") – Defendant consistently maintained and enforced against its Non-Exempt Employees unlawful practices and policies in violation of California state wage and hour laws, including failing to lawfully and accurately pay Plaintiff and Class Members for all hours worked, including minimum wages and overtime; failing

1 to lawfully provide meal and rest periods; failing to pay one hour of pay at the employee's regular
2 rate of pay when legally mandated meal or rest periods were not lawfully provided; failing to
3 accurately pay overtime; failing to reimburse necessary expenses; failing to provide accurate
4 itemized wage statements; and failing to keep accurate records.

5 4. Defendant implemented uniform policies and practices that deprived Plaintiff and
6 Class Members of earned wages, including minimum wages; straight time wages; overtime wages;
7 premium wages; failing to reimburse necessary expenses; and lawful meal and/or rest breaks.

8 5. Such actions and policies, as described above and further herein, were and continue
9 to be in violation of the California Labor Code. Plaintiff, on behalf of himself and all Class
10 members, bring this action pursuant to the California Labor Code, including sections 98.6, 201,
11 202, 203, 204, 206.5, 210, 216, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 226.8, 227.3,
12 245, 246, 247, 248, 248.5, 249, 510, 512, 516, 558, 1102.5, 1174, 1182.12, 1194, 1194.2, 1195,
13 1197, 1197.1, 1198, 2802, applicable IWC California Wage Orders, and California Code of
14 Regulations, Title 8, section 11000 *et seq.*, seeking unpaid wages, unpaid meal and rest period
15 compensation, penalties, liquidated damages, and reasonable attorneys' fees and costs.

16 6. Plaintiff, on behalf of himself and others similarly situated, pursuant to Business and
17 Professions Code sections 17200-17208, also seeks restitution from Defendant for its failure to pay
18 to Plaintiff and Class Members all of their wages, including minimum wages, overtime, and
19 premium wages.

20 7. Plaintiff also brings an action pursuant to the PAGA on a representative basis on
21 behalf of all non-exempt employees employed by Defendant and based in the State of California
22 (the "Aggrieved Employees") from one year prior to the filing of the PAGA notice to the
23 conclusion of this action. Plaintiff seeks to recover civil penalties and address Defendant's
24 violations of the California Labor Code and the IWC Wage Orders under PAGA. The Aggrieved
25 Employees are a subgroup of the Class Members or Non-Exempt Employees.

26 8. In this case, Defendant violated various provisions of the California Labor Code and
27 IWC Wage Orders. Defendant's violations include: (1) failure to pay minimum wages; (2) failure
28 to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest

1 periods; (5) failure to timely pay wages owed during employment; (6) failure to timely pay wages
2 owed upon separation from employment; (7) knowing and intentional failure to comply with
3 itemized wage statement provisions; (8) failure to reimburse necessary expenses; (9) failure to pay
4 sick leave; and (10) failure to properly maintain records; and (11) violation of the unfair competition
5 law.

6 **JURISDICTION AND VENUE**

7 9. This action is brought as a Class Action on behalf of Plaintiff and similarly situated
8 employees of Defendant pursuant to California Code of Civ. Proc. Section 382. The monetary
9 damages and restitution sought by Plaintiff exceeds the minimum jurisdiction limits of the
10 California Superior Court and will be established according to proof at trial.

11 10. This Court has jurisdiction over this action pursuant to the California Constitution
12 Article VI §10, which grants the California Superior Court original jurisdiction in all causes except
13 those given by statute to other courts. The statutes under which this action is brought do not give
14 jurisdiction to any other court.

15 11. This Court has jurisdiction over this Action pursuant to California Code of Civil
16 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

17 12. This Court has jurisdiction over Defendant because, upon information and belief,
18 Defendant is either a resident of California, has sufficient minimum contacts in California, or
19 otherwise intentionally avails itself of the California market so as to render the exercise of
20 jurisdiction over them by the California Courts consistent with traditional notions of fair play and
21 substantial justice. Defendant has done and is doing business throughout California.

22 13. The unlawful acts alleged herein have a direct effect on Plaintiff and the other
23 similarly situated Non-Exempt Employees within Orange County and it is believed that Defendant
24 has employed over one hundred Class Members as Non-Exempt Employees throughout the state.

25 14. The California Superior Court also has jurisdiction in this matter because the
26 individual claims of the Class Members described herein are presently believed to be under the
27 seventy-five thousand dollar (\$75,000.00) jurisdictional threshold for Federal Court and the
28 aggregate potential damages and recovery by all of the claims of the Plaintiff's Class, including

1 attorneys' fees, placed in controversy by Plaintiff's class-wide claims, is presently believed to be
2 under the five million dollar (\$5,000,000.00) threshold of the Class Action Fairness Act of 2005.
3 Further, there is no federal question at issue, as the issues herein are based solely on California
4 statutes and law, including the Labor Code, IWC Wage Orders, the California Code of Civil
5 Procedure, the California Civil Code, and the California Business and Professions Code.

6 15. Venue is proper in this Court because the Defendant resides, transacts business, or
7 has offices in this County, and the acts or omissions alleged herein took place in this County.

8 **PARTIES**

9 16. Defendant Home Plus Group, Inc., is a California corporation in good standing, also
10 doing business as ArtiCraft Cabinetry, that is authorized to do business throughout the State of
11 California. Home Plus Group, Inc.'s headquarters are located at 18315 Mount Baldy Cir, Fountain
12 Valley, CA 92708. Home Plus Group, Inc. is listed as Plaintiff's employer on his wage statements.

13 17. Plaintiff Michael Bui is and during the liability period has been, a resident of
14 Westminster, California.

15 18. Plaintiff has been employed in an hourly, non-exempt position by Defendant during
16 the relevant time period.

17 19. Plaintiff and the members of the putative class have been employed by Defendant
18 as non-exempt employees, however titled, (the "Class Members" or "Non-Exempt Employees")
19 during the liability period.

20 20. Whenever in this Complaint reference is made to any act, deed, or conduct of
21 Defendant, the allegation means that Defendant engaged in the act, deed, or conduct by or through
22 one or more of Defendant's officers, directors, agents, employees, or representatives, who was
23 actively engaged in the management, direction, control, or transaction of the ordinary business and
24 affairs of Defendant.

25 21. The true names and capacities of Defendants, whether individual, corporate,
26 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
27 Plaintiff, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §
28 474. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and

capacities of the Defendants designated hereinafter as DOES when such identities become known.

22. Plaintiff is informed and believes, and thereon allege, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of the Defendants as alleged herein.

23. Plaintiff is further informed and believes, and thereon alleges, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

FACTUAL ALLEGATIONS

24. During the relevant time frame, Defendant compensated Plaintiff and the Non-Exempt Employees based upon an hourly wage.

25. Plaintiff and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code.

26. During the relevant time, Plaintiff has been employed by Defendant in an hourly, non-exempt position from October 2023 through present.

27. The members of the putative class worked as non-exempt employees of Defendant throughout the state of California during the liability period.

1 28. Plaintiff typically worked five to six days a week, averaging over 40 hours a week.

2 29. Plaintiff is informed and believes, and thereon alleges, that Defendant is and was
3 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the
4 requirements of California's wage and employment laws.

5 30. All Class Members, including Plaintiff, are similarly situated in that they are all
6 subject to Defendant's uniform policies and systemic practices as specified herein.

7 31. Plaintiff and the Class Members were not properly compensated for all hours
8 worked, in part because they were frequently required to work off the clock to complete pre-shift
9 and post-shift duties, during purported meal periods, and because they had hours worked against
10 their interests.

11 32. In addition, on information and belief, Plaintiff and the Class Members had their
12 time punches entered against their interests, as they were subject to time shaving by Defendant.

13 33. Plaintiff and the Class Members frequently worked in excess of eight (8) hours a
14 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at a rate
15 of time and one-half the employee's regular rate of pay per hour.

16 34. Plaintiff and Class Members were regularly required to work shifts in excess of five
17 hours without being provided a lawful uninterrupted, meal period and over ten hours in a day
18 without being provided a second lawful uninterrupted meal period as required by law.

19 35. Indeed, during the relevant time, as a consequence of Defendant's staffing and
20 scheduling practices, lack of coverage, work demands, and Defendant's policies and practices,
21 Defendant frequently failed to provide Plaintiff and the Class Members timely, legally complaint
22 uninterrupted 30-minute meal periods on shifts over five hours and second meal periods on shifts
23 over ten hours as required by law.

24 36. In addition, Plaintiff and the Class Members were often required to clock out and
25 keep working through their meal periods due to Defendant's staffing and scheduling practices, lack
26 of coverage, work demands, and Defendant's policies and practices.

27 37. On information and belief, Plaintiff and Class Members did not waive their rights to
28 meal periods under the law.

1 38. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
2 periods.

3 39. Despite the above-mentioned meal period violations, Defendant failed to
4 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
5 additional hour of pay at their regular rate as required by California law when meal periods were
6 not timely or lawfully provided in a compliant manner.

7 40. Plaintiff is informed and believes, and thereon alleges, that Defendant knows,
8 should know, knew, and/or should have known that Plaintiff and the other Class Members were
9 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
10 were not receiving such compensation.

11 41. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
12 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
13 period for every four hours worked or major fraction thereof, which is a violation of the Labor Code
14 and IWC wage order.

15 42. Defendant maintained and enforced scheduling practices, policies, and imposed
16 work demands that frequently required Plaintiff and Class Members to forego their lawful, paid
17 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
18 requisite rest periods were not timely authorized and permitted.

19 43. Despite the above-mentioned rest period violations, Defendant did not compensate
20 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
21 their regular rate as required by California law, including Labor Code section 226.7 and the
22 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
23 permitted.

24 44. Moreover, Plaintiff and the Class Members were required to incur necessary
25 expenses in the discharge of their duties, including without limitation cellular phone expenses, but
26 were not reimbursed for such necessary expenses.

27 45. Defendant also failed to provide accurate, lawful itemized wage statements to
28 Plaintiff and the Class Members in part because of the above specified violations. In addition, upon

1 information and belief, Defendant omitted an accurate itemization of total hours worked, the
2 applicable hourly rates, the number of hours worked at each rate, the name and address of the legal
3 entity that is the employer, gross pay and net pay figures from Plaintiff, and the Class Members'
4 wage statements. Such actions were and continue to be in violation of the California Labor Code
5 and applicable IWC Wage Orders.

6 46. Defendant has also made it difficult to determine applicable hourly rates of pay, total
7 hours worked, and account with precision for the unlawfully withheld wages and deductions due
8 to be paid to Non-Exempt Employees, including Plaintiff, during the liability period because they
9 did not implement and preserve a lawful record-keeping method to record all hours worked, meal
10 periods, and non-provided rest and meal periods owed to employees as required for non-exempt
11 employees by 29 U.S.C. section 211(c), California Labor Code section 226, and applicable
12 California Wage Orders.

13 47. Plaintiff and the Class Members are covered by applicable California IWC Wage
14 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,
15 section 11000 *et seq.*

16 **CLASS ACTION ALLEGATIONS**

17 48. Plaintiff brings this action on his own behalf, as well as on behalf of each and every
18 other person similarly situated, and thus, seeks class certification under California Code of Civil
19 Procedure § 382.

20 49. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 as authorized by California law.

22 50. The **proposed class** is comprised of and defined as: **All persons currently or**
23 **formerly employed by Defendant, directly or indirectly, as non-exempt employees, however**
24 **titled, throughout the state of California within four (4) years prior to the filing of the**
25 **Complaint in this action until the resolution of this lawsuit. (hereinafter collectively referred**
26 **to as the “Class” or “Class Members”).**

27 51. Plaintiff also seeks to represent Subclasses included in the Plaintiff's Class, which
28 are composed of Class Members satisfying the following definitions:

1 a. All Class Members who were not paid at least minimum wage for all hours
2 worked (collectively **“Minimum Wage Subclass”**);

3 b. All Class Members who were not accurately paid overtime for hours worked
4 over eight in a day or over forty in a workweek (collectively **“Overtime Subclass”**);

5 c. All Class Members who worked more than five (5) hours in a workday and
6 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and
7 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
8 thereof (hereinafter collectively referred to as the **“First Meal Period Subclass”**);

9 d. All Class Members who worked more than ten (10) hours in a workday and
10 were not provided with a timely, uninterrupted lawful second meal period of net thirty (30) minutes,
11 and were not paid compensation of one hour premium wages at the employee’s regular rate in lieu
12 thereof (hereinafter collectively referred to as the **“Second Meal Period Subclass”**);

13 e. All Class Members who worked more than three and a half hours in a
14 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every
15 four (4) hours or major fraction thereof worked per day and were not paid compensation of one
16 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred
17 to as the **“Rest Period Subclass”**);

18 f. All Class Members who were not paid all earned wages on time (hereafter
19 collectively referred to as the **“Waiting Time Subclass”**);

20 g. All Class Members who were not provided with accurate and complete
21 itemized wage statements (hereinafter collectively referred to as the **“Inaccurate Wage Statement**
22 **Subclass”**);

23 h. All Class Members who were employed by Defendant and subject to
24 Defendant’s Unfair Business Practices (hereinafter collectively referred to as the **“Unfair Business**
25 **Practices Subclass”**).

26 i. All Class Members who were not reimbursed for all necessary expenditures
27 (collectively **“Indemnification Subclass”**).

28 52. Plaintiff reserves the right, under Rule 3.765, California Rules of Court, to amend

1 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,
2 or if it should be deemed necessary by the Court or to further divide the Class Members into
3 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the
4 Class Members or the Plaintiff's Class includes the members of each of the Subclasses.

5 53. As set forth in further detail below, this action has been brought and may properly
6 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure
7 because there is a well-defined community of interest in the litigation, and the proposed Class and
8 Subclasses are easily ascertainable through Defendant's records.

9 a. Numerosity: The members of the Class and Subclasses are so numerous that
10 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The
11 membership of the entire Class and Subclasses is unknown to Plaintiff at this time, however, the
12 Class is estimated to be over a hundred individuals. Accounting for employee turnover during the
13 relevant periods necessarily increases this number substantially. Plaintiff alleges Defendant's
14 employment records would provide information as to the number and location of all Class
15 Members. Joinder of all members of the proposed Class is not practicable.

16 b. The proposed class is easily ascertainable. The number and identity of the
17 class members are determinable from Defendant's payroll records and time records for each class
18 member.

19 c. Commonality: There are common questions of law and fact as to the Class
20 and Subclasses that predominate over questions affecting only individual Class Members. These
21 common questions of law and fact include, without limitation:

- 22 1) Whether Defendant engaged in unlawful time shaving;
- 23 2) Whether Defendant paid Class Members at least minimum wage for all hours
24 worked;
- 25 3) Whether Defendant knew or should have known that Class Members were
26 required to perform work off the clock;
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1 4) Whether Defendant accurately calculated and paid all Class Members
2 overtime premiums for the hours which Plaintiff and Class Members worked in excess of eight (8)
3 hours per day and/or forty (40) hours per week;

4 5) Whether Defendant failed to timely pay all wages upon separation in
5 accordance with Labor Code sections 201-202;

6 6) Whether Defendant had a policy and practice of providing lawful, timely
7 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare
8 Commission ("IWC") wage order;

9 7) Whether Defendant's on-duty meal periods were lawful;

10 8) Whether Defendant had a policy and practice of complying with Labor Code
11 section 226.7 and IWC Wage Order on each instance that a lawful meal period was not provided;

12 9) Whether Defendant failed to authorize and permit a lawful, net 10-minute
13 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

14 10) Whether Defendant had a policy and practice of complying with Labor Code
15 section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not provided;

16 11) Whether Defendant failed to timely pay all wages upon separation in
17 accordance with Labor Code sections 201-202;

18 12) Whether Defendant was required to reimburse for cellular phone usage;

19 13) Whether Defendant failed to reimburse employees for necessary expenses in
20 accordance with Labor Code section 2802;

21 14) Whether Defendant omitted required information from itemized wage
22 statements;

23 15) Whether Defendant failed to maintain accurate records of Class Members'
24 earned wages, work periods, meal periods and deductions;

25 16) Whether Defendant engaged in unfair competition in violation of section
26 17200 et seq. of the Business and Professions Code;

27 17) Whether Defendant's conduct was willful and/or reckless;

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1 18) Whether Defendant failed to provide accurate itemized wage statements in
2 violation of Labor Code § 226; and

3 19) The appropriate amount of damages, restitution, and/or monetary penalties
4 resulting from Defendant's violations of California law.

5 d. Typicality: Plaintiff is qualified to, and will fairly and adequately protect the
6 interests of each member of the Class and Subclasses with whom he has a well-defined community
7 of interest. Plaintiff's claims herein alleged are typical of those claims which could be alleged by
8 any member of the Class and/or Subclasses, and the relief sought is typical of the relief which
9 would be sought by each member of the Class and/or Subclasses in separate actions. All members
10 of the Class and/or Subclasses have been similarly harmed by Defendant's failure to provide lawful
11 meal and rest periods, failure to provide accurate wage statements, failure to pay minimum wages,
12 failure to reimburse necessary expenses, and failure to accurately pay all wages earned including
13 all owed premium and overtime wages, all due to Defendant's policies and practices that affected
14 each member of the Class and/or Subclasses similarly. Further, Defendant benefited from the same
15 type of unfair and/or wrongful acts as to each member of the Class and/or Subclasses.

16 e. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the
17 interests of each member of the Class and/or Subclasses with whom he has a well-defined
18 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that
19 he has an obligation to make known to the Court any relationships, conflicts, or differences with
20 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently
21 known to exist. Plaintiff's attorneys and the proposed counsel for the Class and Subclasses are
22 versed in the rules governing class action discovery, certification, litigation, and settlement and
23 experienced in handling such matters. Other former and current employees of Defendant may also
24 serve as representatives of the Class and Subclasses if needed.

25 f. Superiority: The nature of this action makes the use of class action
26 adjudication superior to other methods. A class action will achieve economies of time, effort,
27 judicial resources, and expense, which would not be achieved with separate lawsuits. The
28 prosecution of separate actions by individual members of the Class and/or Subclasses would create

1 a risk of inconsistent and/or varying adjudications with respect to the individual members of the
2 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendant, and
3 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the
4 disposition of their interests through actions to which they were not parties. Thus, a class action is
5 superior to other available means for the fair and efficient adjudication of this controversy because
6 individual joinder of all Class Members is not practicable, and questions of law and fact common
7 to the Class predominate over any questions affecting only individual Class Members. Each
8 member of the Class has been damaged and is entitled to recovery by reason of Defendant's
9 unlawful policies and practices, including Defendant's failure to provide lawful meal and rest
10 periods, failure to pay minimum wages, failure to provide accurate wage statements, failure to
11 reimburse necessary expenses, and failure to accurately pay all wages earned including all owed
12 premium and overtime wages, all due to Defendant's policies and practices that affected each
13 member of the Class and/or Subclasses similarly. Class action treatment will allow those similarly
14 situated persons to litigate their claims in the manner that is most efficient and economical for both
15 parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be
16 encountered in the management of this action that would preclude its maintenance as a class action.

17 g. Public Policy Considerations: Employers in the state of California violate
18 employment and labor laws every day. However, current employees are often afraid to assert their
19 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
20 because they believe their former employers may damage their future endeavors through negative
21 references and/or other means. The nature of this action allows for the protection of current and
22 former employees' rights without fear of retaliation or damage. Additionally, the citizens of
23 California have a significant interest in ensuring employers comply with California's labor laws
24 and in ensuring those employers who do not are prevented from taking further advantage of their
25 employees.

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1 Defendant fully and timely pay its non-exempt, hourly employees all wages earned and due for all
2 hours worked.

3 62. The IWC Wage Orders define “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is suffered
5 or permitted to work, whether or not required to do so.”

6 63. At all times relevant, Plaintiff and Class Members consistently worked hours for
7 which they were not paid because Defendant frequently required Plaintiff and the Class Members
8 to work off the clock.

9 64. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
10 Class Members were working off the clock and that they should have been paid for this time.

11 65. In addition, Defendant failed to pay at least minimum wage for all hours worked
12 because, upon information and belief, Defendant rounded hours worked against Plaintiff and the
13 Class Members’ interests, and because Defendant engaged in illegal time shaving.

14 66. Defendant’s policy and practice of not paying all minimum wages violates
15 California Labor Code sections 204, 210, 216, 558, 1182.12, 1194, 1197, 1197.1, 1198, and the
16 applicable wage order.

17 67. Due to Defendant’s violations of the California Labor Code and wage orders,
18 Plaintiff and the Minimum Wage Subclass members are entitled to recover from Defendant their
19 unpaid wages, statutory penalties, reasonable attorneys’ fees and costs in this action, and pre-
20 judgment and post-judgment interest, as well as liquidated damages.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO ACCURATELY CALCULATE AND PAY OVERTIME OWED**

23 **(By Plaintiff and the Class Against Defendant)**

24 68. Plaintiff incorporates each and every allegation set forth in all of the foregoing
25 paragraphs as if fully set forth herein.

26 69. During all relevant periods, Defendant required Plaintiff and the Class members to
27 work shifts in excess of eight (8) hours per workday and/or to work in excess of forty (40) hours
28 per workweek.

1 70. During all relevant periods, both the California Labor Code sections 1194, 1197,
2 510, 1198, and the pertinent wage order required that all work performed by an employee in excess
3 of eight (8) hours in any workday, on the seventh day of work in any workweek, or in excess of
4 forty (40) hours in any workweek be compensated at one and one-half (1.5) times the employee's
5 regular rate of pay. Any work in excess of twelve (12) hours in one (1) day is required to be
6 compensated at the rate of no less than twice the regular rate of pay for an employee. In addition,
7 any work in excess of eight (8) hours on any seventh (7th) day of a workweek is required to be
8 compensated at the rate of no less than twice the regular rate of pay of an employee.

9 71. During all relevant periods, Defendant had a uniform policy of requiring Plaintiffs
10 and the Class members to work in excess of eight (8) hours in a workday and/or in excess of forty
11 (40) hours in a workweek without compensating them at a rate of one and one-half (1.5) times their
12 regular rate of pay. Upon information and belief, Defendant also failed to properly compensate
13 Plaintiff and the Class Members for hours worked in excess of twelve (12) hours in one (1) day, or
14 eight (8) hours on the seventh (7th) day of a workweek.

15 72. The IWC Wage Orders define "hours worked" as "the time during which an
16 employee is subject to the control of an employer, and includes all the time the employee is suffered
17 or permitted to work, whether or not required to do so."

18 73. At all times relevant, Plaintiff and Class Members consistently worked hours for
19 which they were not paid because Plaintiff and the Class Members were required to work off the
20 clock—some of these hours were over eight (8) hours in one (1) workday or in excess of forty (40)
21 hours in a workweek and should have been paid at the overtime rate.

22 74. Plaintiff is informed and believes that Defendant was aware that Plaintiff and the
23 Class Members were working off the clock and that they should have been paid for this time.

24 75. In addition, upon information and belief, Defendant failed to incorporate all forms
25 of compensation, including without limitation bonuses, differentials, and incentives, into the
26 regular rate for overtime purposes.

27 76. As a result, Defendant failed to pay Plaintiff and the Class Members earned overtime
28 wages and such employees suffered damages as a result.

1 scheduling practices, lack of coverage, work demands, and Defendant's policies and practices,
2 Plaintiff and the Class Members were not provided with legally required meal periods.

3 85. On information and belief, Plaintiff and Class Members did not waive their rights
4 to meal periods under the law.

5 86. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
6 periods.

7 87. Plaintiff and the Class Members were not paid one hour of pay at their regular rate
8 for each day that a first or second meal period was not lawfully provided.

9 88. As a proximate result of the aforementioned violations, Plaintiff and the Class
10 Members have been damaged in an amount according to proof at time of trial.

11 89. Pursuant to Labor Code § 226.7, Plaintiff and Class Members are entitled to recover
12 one (1) hour of premium pay for each day in which a meal period violation occurred. They are also
13 entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

14 90. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members he
15 seeks to represent have been deprived of premium wages in amounts to be determined at trial, and
16 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
17 costs, under Labor Code sections 218.6, 226.7, 512 and the applicable IWC Wage Orders, and Civil
18 Code section 3287.

19 **FOURTH CAUSE OF ACTION**

20 **FAILURE TO AUTHORIZE AND PERMIT LAWFUL REST PERIODS**

21 **(By Plaintiff and the Class Against Defendant)**

22 91. Plaintiff incorporates by reference and realleges each and every allegation contained
23 above, as though fully set forth herein.

24 92. Pursuant to the IWC wage orders applicable to Plaintiff's and Class Members'
25 employment by Defendant, "Every employer shall authorize and permit all employees to take rest
26 periods, which insofar as practicable shall be in the middle of each work period.... [The] authorized
27 rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net
28

1 rest time per four (4) hours worked or major fraction thereof.... Authorized rest period time shall
2 be counted as hours worked, for which there shall be no deduction from wages.”

3 93. Labor Code §226.7(a) prohibits an employer from requiring any employee to work
4 during any rest period mandated by an applicable order of the IWC.

5 94. Defendant was required to authorize and permit employees such as Plaintiff and
6 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours
7 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,
8 with no deduction from wages.

9 95. Despite said requirements of the IWC wage orders applicable to Plaintiff’s and Class
10 Member’s employment with Defendant, Defendant failed and refused to authorize and permit
11 Plaintiff and Class Members to take lawful, net ten (10) minute rest periods for every four (4) hours
12 worked, or major fraction thereof.

13 96. Defendant did not pay Plaintiff one additional hour of pay at his regular rate of pay
14 for each day that a rest period violation occurred. On information and belief, the other members of
15 the Class endured similar violations as a result of Defendant’s rest period policies and practices and
16 Defendant did not pay said Class Members premium pay as required by law.

17 97. By their failure to authorize and permit Plaintiff and the Class Members to take a
18 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction
19 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and
20 three (3) total ten (10) minute rest periods on days on which Plaintiff and the other Class Members
21 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide
22 compensation for such unprovided rest periods as alleged herein, Defendant willfully violated the
23 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

24 98. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members he
25 seeks to represent have been deprived of premium wages in amounts to be determined at trial, and
26 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and
27 costs, under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code
28 3287.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES DUE AND PAYABLE DURING EMPLOYMENT**

3 **(By Plaintiff and the Class Against Defendant)**

4 99. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 100. Labor Code section 204 requires that all wages are due and payable twice in each
7 calendar month.

8 101. The wages required by Wage Order 4-2001, 7-2001 and 9-2001 and Labor Code
9 §§ 226.7, 510, 1194, 1454 and other sections became due and payable to each employee in each
10 month that he or she was not paid minimum wage, straight or overtime wages to which he or she
11 was entitled.

12 102. Defendant violated Labor Code § 204 by systematically refusing to pay wages due
13 under the Labor Code and applicable wage orders.

14 103. Labor Code section 210 (a) provides that “In addition to, and entirely independent
15 and apart from, any other penalty provided in this article, every person who fails to pay the wages
16 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
17 1197.5, shall be subject to a penalty as follow:

18 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
19 employee.

20 (2) For each subsequent violation, or any willful or intentional violation, two
21 hundred dollars (\$200) for each failure to pay each employee, plus 25 percent
22 of the amount unlawfully withheld.”

23 104. As a result of the unlawful acts of Defendant, Plaintiff and the Class Members he
24 seeks to represent have been deprived of wages in amounts to be determined at trial, and are
25 entitled to recovery of such amounts, penalties, plus interest thereon, attorneys fees, and costs,
26 pursuant to Labor Code § 210, 218.5, 218.6, 510, 1194.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

3 **(By Plaintiff and the Class Against Defendant)**

4 105. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 106. Labor Code §§ 201 and 202 require Defendant to pay its employees all wages due
7 within seventy-two (72) hours of separation of employment.

8 107. Section 203 of the Labor Code provides that if an employer willfully fails to timely
9 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages
10 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30
11 days of wages.

12 108. Plaintiff and Class Members are entitled to compensation for all forms of wages
13 earned, including but not limited to minimum wages, sick leave, overtime, and premium meal and
14 rest period compensation, but to date have not received such compensation, therefore entitling
15 them to Labor Code § 203 penalties.

16 109. In addition, irrespective of any derivative violation, Defendant failed to timely pay
17 Plaintiff and, upon information and belief, other Class Members earned compensation at the time
18 of termination despite its obligations under Labor Code 201 and 202.

19 110. More than thirty (30) days have passed since affected Waiting Time Subclass
20 Members have left Defendant's employ, and on information and belief, they have not received
21 payment pursuant to Labor Code § 203.

22 111. Plaintiff and Waiting Time Subclass Members are thus entitled to 30 days' wages
23 as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

24 **SEVENTH CAUSE OF ACTION**

25 **Failure to Provide Accurate Wage Statements in Violation Of Cal. Labor Code § 226(a)**

26 **(By Plaintiff and the Class Against Defendant)**

27 112. Plaintiff repeats and incorporates herein by reference each and every allegation set
28 forth above, as though fully set forth herein.

1 113. Labor Code section 226(a) reads in pertinent part: “Every employer shall,
2 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
3 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
4 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
5 (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions... (5) net
6 wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
7 the employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number, (8) the name and address of the legal
9 entity that is the employer, and (9) all applicable hourly rates in effect during each the pay period
10 and the corresponding number of hours worked at each hourly rate by the employee....”.

11 114. Further, the IWC Wage Orders require in pertinent part: Every employer shall keep
12 accurate information with respect to each employee including the following: (3) Time records
13 showing when the employee begins and ends each work period. Meal periods, split shift intervals,
14 and total daily hours worked shall also be recorded...(5) Total hours worked in the payroll period
15 and applicable rates of pay....”

16 115. Labor Code section 1174 of the California also requires Defendant to maintain and
17 preserve, in a centralized location, among other items, records showing the names and addresses of
18 all employees employed and payroll records showing the hours worked daily by, and the wages
19 paid to, its employees. On information and belief and based thereon, Defendant has knowingly and
20 intentionally failed to comply with Labor Code section 1174, including by implementing the
21 policies and procedures and committing the violations alleged in the preceding causes of action and
22 herein. Defendant’s failure to comply with Labor Code section 1174 is unlawful pursuant to Labor
23 Code section 1175.

24 116. Defendant has failed to record many of the items delineated in applicable Industrial
25 Wage Orders and Labor Code section 226, and required under Labor Code section 1174, including
26 by virtue of the fact that each wage statement which failed to accurately compensate Plaintiff and
27 Class Members for all hours worked and for missed and non-provided meal and rest periods, or
28 which failed to include compensation for all minimum wages earned or overtime hours worked,

1 was an inaccurate wage statement.

2 117. On information and belief, Defendant failed to implement and preserve a lawful
3 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest
4 periods owed to employees, as required for Non-Exempt Employees under California Labor Code
5 section 226 and applicable California Wage Orders. In order to determine if they had been paid
6 the correct amount and rate for all hours worked, Plaintiff and Class Members have been, would
7 have been, and are compelled to try to discover the required information missing from their wage
8 statements and to perform complex calculations in light of the inaccuracies and incompleteness of
9 the wage statements Defendant provided to them.

10 118. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC
11 Wage Orders, Defendant did not and still does not furnish each of the members of the Wage
12 Statement Class with an accurate itemized statement in writing accurately reflecting all of the
13 required information. Specifically, Defendant has also omitted accurate itemizations of total hours
14 worked, the name and address of the legal entity that is the employer, and gross pay from Plaintiff
15 and the Class Members' wage statements. In addition, Defendant has failed to provide accurate
16 itemized wage statements as a consequence of the above-specified violations for failure to
17 accurately pay all wages owed, accurately record all hours worked, and failure to pay meal and rest
18 period premiums as required by law.

19 119. Moreover, upon information and belief, as a pattern and practice, in violation of
20 Labor Code section 226(a) and the IWC Wage Orders, Defendant did not and do not maintain
21 accurate records pertaining to the total hours worked for Defendant by the members of the Wage
22 Statement Class, including but not limited to, beginning and ending of each work period, meal
23 period and split shift interval, the total daily hours worked, and the total hours worked per pay
24 period and applicable rates of pay.

25 120. Plaintiff and the members of the Wage Statement Class have suffered injury as a
26 result of Defendant's failure to maintain accurate records for the members of the Wage Statement
27 Class in that the members of the Wage Statement Class were not timely provided written accurate
28 itemized statements showing all requisite information, such that the members of the Wage

1 Statement Class were misled by Defendant as to the correct information regarding various items,
2 including but not limited to the identity of the employer, total hours worked by the employee, gross
3 pay, net wages earned and all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate.

5 121. Pursuant to Labor Code section 226, and in light of Defendant's violations addressed
6 above, Plaintiff and the Wage Statement Class Members are each entitled to recover up to a
7 maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

8 **EIGHTH CAUSE OF ACTION**

9 **VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE § 17200, *ET SEQ.***

10 **Unfair Competition**

11 **(By Plaintiff and the Class Against Defendant)**

12 122. Plaintiff incorporates by reference and realleges each and every allegation contained
13 above, as though fully set forth herein.

14 123. Defendant's conduct, as alleged in this complaint, has been, and continues to be,
15 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendant's competitors, and the
16 general public. Plaintiff also seeks to enforce important rights affecting the public interest within
17 the meaning of the California Code of Civil Procedure § 1021.5.

18 124. Defendant's policies, activities, and actions as alleged herein are violations of
19 California law and constitute unlawful business acts and practices in violation of California
20 Business and Professions Code §§ 17200, *et seq.*

21 125. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be
22 predicated on the violation of any state or federal law.

23 126. The state law violations, including violations of the relevant IWC Wage Order,
24 detailed herein above are the predicate violations for this cause of action. By way of example only,
25 in the instant case Defendant's policy of failing to lawfully provide Plaintiff and the Class with
26 timely meal and rest periods or pay one (1) hour of premium pay when a meal or rest period was
27 not lawfully provided violates Labor Code § 512, and § 226.7, and the IWC Wage Orders.
28 Defendant further violated the law through their policies of failing to fully and accurately

1 compensate Plaintiff and the Class Members for all hours worked, including minimum wages and
2 overtime, and failing to reimburse for necessary expenses, as well as failing to provide accurate
3 itemized wage statement as specified herein.

4 127. Plaintiff and the Class Members have been personally aggrieved by Defendant's
5 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

6 128. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiff
7 and the Class Members are entitled to restitution of the wages withheld and retained by Defendant
8 during a period that commences four (4) years prior to the filing of this complaint; an award of
9 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of
10 costs.

11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES IN**

13 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

14 **(By Plaintiff and the Class Against Defendant)**

15 129. Plaintiff incorporates by reference and realleges each and every allegation contained
16 above, as though fully set forth herein.

17 130. Plaintiff repeats and incorporates herein by reference each and every allegation set
18 forth above, as though fully set forth herein.

19 131. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Class Members
20 for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

21 132. Plaintiff and the members of the Indemnification Class were required to incur
22 expenses in the performance of their assigned job duties. For example, Plaintiff and the
23 Indemnification Class Members were required to incur numerous out of pocket expenses, including
24 without limitation, cellular phone expenses, in direct consequence of the discharge of their duties.

25 133. Upon information and belief, the Defendant did not reimburse Plaintiff or the
26 Plaintiff's subclass for such expenses.

27 134. As a result of the unlawful acts of Defendant, Plaintiff and the Subclass Members
28 have been deprived of unreimbursed sums in amounts to be determined at trial, and are entitled to

1 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
2 pursuant to Labor Code § 2802.

3 **ELEVENTH CAUSE OF ACTION**

4 **PENALTIES UNDER PRIVATE ATTORNEYS' GENERAL ACT, LABOR CODE**

5 **SECTION 2698 ET SEQ.**

6 **(By Plaintiff and Aggrieved Employees Against Defendant)**

7 135. Plaintiff incorporates each and every allegation set forth in all of the foregoing
8 paragraphs as if fully set forth herein.

9 136. Plaintiff gave timely written notice by online submission to the LWDA and by
10 certified mail to Defendant of Defendant's violations of numerous provisions of the California
11 Labor Code and the IWC Wage Orders as alleged in this complaint. All fees were paid as required
12 by statute.

13 137. Plaintiff is an "aggrieved employees" as defined in Labor Code Section 2699(a), as
14 he has been employed by Defendant during the statutory period and suffered one or more of the
15 Labor Code violations set forth herein. He seeks to recover on behalf of himself and all other
16 current and former aggrieved employees of Defendant the civil penalties provided by PAGA, plus
17 reasonable attorneys' fees and costs.

18 138. 65 days have passed, and no response has been received from the LWDA.
19 Accordingly, the LWDA has permitted Plaintiff to proceed in a representative capacity.

20 139. Plaintiff has exhausted all administrative procedures required of them under the
21 Labor Code §§2698, 2699, 2699.3, and as a result, are justified as a matter of right in bringing
22 forward this cause of action.

23 140. Pursuant to Labor Code section 2699(a) Plaintiff seeks to recover civil penalties
24 for which Defendant is liable due to numerous Labor Code violations as set forth in this Complaint.

25 141. Plaintiff seeks to recover the PAGA civil penalties through a representative action
26 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th
27 969. Class certification of the PAGA claims is not required.

1 142. Pursuant to Labor Code section 2698 et seq. and 2699(a), Plaintiff seeks to recover
2 civil penalties for which Defendant is liable due to numerous Labor Code and Wage Order
3 violations as set forth in this Complaint.

4 143. Specifically, Plaintiff, on behalf of himself and the Aggrieved Employees, seek
5 penalties, under Labor Code §2699, for, without limitation, the claims set forth herein, including:

- 6 a. Defendant's failure to comply with the requirement of Labor Code §
7 1182.12, 1194, 1197, 1198, and Wage Orders to pay at least minimum wage
8 for every hour worked;
- 9 b. Defendant's failure to comply with the requirement of Labor Code § 510,
10 1194, 1197, 1198, and Wage Orders to accurately pay all wages earned
11 including overtime wages;
- 12 c. Defendant's failure to comply with the requirement of Labor Code § 216 to
13 pay wages after demand was made;
- 14 d. Defendant's failure to comply with the requirement of Labor Code §§ 204,
15 and 210 to pay, without condition and within the time set by the applicable
16 article, all wages, or parts thereof;
- 17 e. Defendant's failure to comply with the requirement of Labor Code § 225.5
18 to pay wages due;
- 19 f. Defendant's failure to comply with the requirement of Labor Code §§ 201
20 and 202 to pay wages due to former employees;
- 21 g. Defendant's failure to comply with the requirement of Labor Code § 203 to
22 pay waiting time penalties to former employees;
- 23 h. Defendant's failure to comply with the requirement of Labor Code § 226.7,
24 512, 1198, and IWC Wage Orders to provide timely, uninterrupted 30
25 minute off-duty meal periods;
- 26 i. Defendant's failure to comply with the requirement of Labor Code § 226.7,
27 1198, and IWC Wage Orders to pay one hour of premium pay at the regular
28 rate for each lawful meal break that was not provided;

- j. Defendant's failure to comply with the requirement of Labor Code § 226.7, 512, 1198, and IWC Wage Orders to provide timely, uninterrupted net 10 minute rest periods;
- k. Defendant's failure to comply with the requirement of Labor Code § 226.7, 1198, and IWC Wage Orders to pay one hour of premium pay at the regular rate for each lawful rest break that was not provided;
- l. Defendant's failure to maintain accurate required records in violation of Labor Code § 226, 1174, and Wage Orders;
- m. Defendant's failure to comply with the notice requirements of Labor Code section 2810.5;
- n. Defendant's failure to pay sick leave at the proper rate of pay under Labor Code section 246;
- o. Defendant's failure to provide proper notice under Labor Code 2810.5;
- p. Defendant's failure to provide accurate compliant wage statements under Labor Code section 226;

144. Plaintiff seeks civil penalties for Defendant's violation of Labor Code provisions for which a civil penalty is specifically provided, including but not limited to the following:

- a. Pursuant to Labor Code § 210, for violations of Labor Code § 204, Defendant is subject to a civil penalty in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee and two hundred (\$200) per employee for violations in subsequent pay periods plus 25% of the amount unlawfully withheld.
- b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226 (a) Defendant is subject to a civil penalty in the amount of two hundred and fifty dollars (\$250) per aggrieved employee for the initial pay period where a violation occurs and one thousand dollars (\$1,000) per aggrieved employee for violations in subsequent pay period.

1 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
2 on behalf of an employer who violated, or causes to be violated, a section
3 of this chapter or any provisions regulating hours and days of work in any
4 order of the Industrial Welfare Commission,” including Labor Code §§ 510
5 and 512, shall be subject to a civil penalty, in addition to any other penalty
6 provided by law, of fifty dollars (\$50) for initial violations for each
7 underpaid employee for each pay period for which the employee was
8 underpaid and one hundred dollars (\$100) for each subsequent violation for
9 each underpaid employee for each pay period for which the employee was
10 underpaid.

11 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
12 Defendant is subject to a civil penalty of five hundred dollars (\$500).

13 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
14 paid to any employee a wage less than the minimum fixed by an order of
15 the commission, shall be subject to a civil penalty as follows: for any initial
16 violation that is intentionally committed, one hundred dollars (\$100) for
17 each underpaid employee for each pay period for which the employee is
18 underpaid; and for each subsequent violation of the same offense, two
19 hundred fifty dollars (\$250) for each underpaid employee for each pay
20 period for which the employee is underpaid regardless of whether the initial
21 violation was intentionally committed.

22 145. Further, as a result of the acts alleged hereinabove, Plaintiff seeks penalties under
23 Labor Code §§ 2698 et seq. and 2699 because of Defendant’s violation of numerous provisions of
24 the California Labor Code and IWC Wage Orders.

25 146. Under Labor Code § 2699, Plaintiff and Aggrieved Employees are entitled to \$100
26 for any initial violation and \$200 for all subsequent violations of the above-mentioned provisions
27 of the California Labor Code.
28

1 147. Under Labor Code § 2699, Plaintiff and Aggrieved Employees should be awarded
2 twenty-five percent (25%) of all penalties due under California law, interest, attorneys' fees and
3 costs.

4 148. Under Labor Code § 2699, the State of California should be awarded seventy-five
5 percent (75%) of the penalties due under California law.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff pray judgment against Defendant, as follows:

8 **Class Certification**

- 9 1. That this action be certified as a class action;
10 2. That Plaintiff be appointed as the representatives of the Class;
11 3. That Plaintiff be appointed as the representatives of the Subclasses; and
12 4. That counsel for Plaintiff be appointed as counsel for the Class and Subclasses.

13 **On the First Cause of Action**

14 **(Failure to pay minimum wages)**

- 15 1. For the unpaid balance of the full amount of any minimum wages, and regular wages
16 owed, as well as interest thereon,
17 2. Penalties according to statute,
18 3. Liquidated damages,
19 4. Reasonable attorneys' fees, and costs of suit;
20 5. For interest and
21 6. For such other and further relief as the Court deems proper.

22 **On the Second Cause of Action**

23 **(Failure to pay overtime)**

- 24 1. For the unpaid balance of the full amount of any overtime wages owed, as well as
25 interest thereon,
26 2. Penalties according to statute,
27 3. Liquidated damages,
28 4. Reasonable attorneys' fees, and costs of suit;

1 5. For interest and

2 6. For such other and further relief as the Court deems proper.

3 **On the Third Cause of Action**

4 **(Failure to Provide Lawful Meal Periods)**

5 1. For one (1) hour of premium pay for each day in which a required meal period was
6 not lawfully provided;

7 2. For reasonable attorneys' fees and costs pursuant to statute; and

8 3. For such other and further relief as the Court deems proper.

9 **On the Fourth Cause of Action**

10 **(Failure to Authorize and Permit Lawful Rest Periods)**

11 1. For one (1) hour of premium pay for each day in which a required rest period was
12 not lawfully authorized and permitted; and

13 2. For reasonable attorneys' fees and costs pursuant to statute; and

14 3. For such other and further relief as the Court deems proper.

15 **On the Fifth Cause of Action**

16 **(Failure to Timely Pay Wages Due and Payable During Employment)**

17 1. For unpaid wages;

18 2. For penalties pursuant to Labor Code § 210 and 25% of the amount of wages
19 unlawfully withheld;

20 3. For interest;

21 4. For reasonable attorneys' fees and costs pursuant to statute; and

22 5. For such other and further relief as the Court deems proper.

23 **On the Sixth Cause of Action**

24 **(Failure to Timely Pay Wages At Separation)**

25 1. For unpaid wages;

26 2. For penalties pursuant to Labor Code § 203;

27 3. For interest;

28 4. For reasonable attorneys' fees and costs pursuant to statute; and

1 5. For such other and further relief as the Court deems proper.

2 **On the Seventh Cause of Action**

3 **(Failure to Provide Accurate Itemized Wage Statements)**

4 1. For statutory penalties, including penalties pursuant to Labor Code section 226;

5 2. For reasonable attorneys' fees and costs; and

6 3. For such other and further relief as the Court deems proper;

7 **On the Eighth Cause of Action**

8 **(Violation of the Unfair Competition Law)**

9 1. That Defendant pays restitution and/or disgorgement of sums to Plaintiff and Class
10 Members for the Defendant's past failure to pay minimum, overtime and regular wages, for
11 Defendant's past failure to reimburse necessary expenses, and for premium wages for meal and rest
12 periods that were not provided to Plaintiff and Class Members over the last four (4) years in an
13 amount according to proof;

14 2. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to
15 recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194, 1197,
16 1198 ;

17 3. For pre-judgment interest on any unpaid minimum, regular and overtime wages due
18 from the day that such amounts were due;

19 4. For costs of suit incurred herein that Plaintiff and Class Members are entitled to
20 recover under the Labor Code; and

21 5. For such other and further relief as the Court deems proper.

22 **On the Ninth Cause of Action**

23 **(Failure to Reimburse Necessary Expenses)**

24 1. For unreimbursed sums;

25 2. For reasonable attorneys' fees and costs pursuant to statute;

26 3. For interest; and

27 4. For such other and further relief as the Court deems proper.

28 ///

1 **On the Tenth Cause of Action**

2 **(Penalties Under the Private Attorney Generals Act, Labor Code section 2698 et seq.)**

3 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq. for the
4 violations specified above;

5 2. For penalties under Labor Code sections 210, 226.3, 1174.5, 1197.1, and 2699(a)
6 and (f);

7 3. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, California
8 Civil Code §§3287, 3288, and/or any other applicable provision providing for pre-judgment
9 interest;

10 4. For reasonable attorneys' fees, expenses, and costs under Labor Code §§ 1194, 226,
11 2699, and/or Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing
12 for attorneys' fees and costs; and

13 5. For such other and further relief as the Court deems proper.

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of the Class and Subclasses, respectfully demand a jury trial in this
16 matter.

17 Respectfully submitted,

18 **EMPLAW, LLP**

19
20 Dated: July 8, 2026

/s/ Nicholas Schieffelin

Christina M. Lucio, Esq.

Mitchell J. Murray, Esq.

Nicholas W. Schieffelin, Esq.

23 Attorneys for Plaintiff

24 MICHAEL BUI, individually, and on behalf of himself
and all others similarly situated