

D.LAW, INC.
 Emil Davtyan (SBN 299363)
 emil@d.law
 David Yeremian (SBN 226337)
 d.yeremian@d.law
 Roman Shkodnik (SBN 285152)
 r.shkodnik@d.law
 Jean Hopkins Power (SBN 326509)
 j.power@d.law
 450 N Brand Blvd. Suite 840
 Glendale, CA 91203
 Telephone: (818) 962-6465
 Facsimile: (818) 962-6469

Attorneys for Plaintiff EDWARD DELGADILLO,
 on behalf of himself and others similarly situated,

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

EDWARD DELGADILLO,
 on behalf of himself and others similarly
 situated,

Plaintiff,

vs.

LIGHTING TECHNOLOGIES
 INTERNATIONAL, LLC, a Delaware limited
 liability company; INSPERITY PEO
 SERVICES, L.P., a Delaware limited liability
 partnership; INSPERITY, an unknown
 business form; and DOES 1 through 50,
 inclusive,

Defendants.

Case No. 25STCV21918

CLASS ACTION

Assigned for All Purposes To:
 Hon. Judge Elaine Lu
 Dept.: 9

**FIRST AMENDED CLASS ACTION
 COMPLAINT FOR:**

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code § 226.7;
4. Rest-Break Liability Under Labor Code § 226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code § 245 *et seq.*
and 246;
7. Reimbursement of Necessary Expenditures Under
Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll Records
Under Labor Code §§ 1174 and 1174.5;
10. Penalties Pursuant to Labor Code § 203; and
11. Violation of Business & Professions Code § 1
Penalties under PAGA Labor Code § 2698.7200 *et*
seq.;

DEMAND FOR JURY TRIAL

Original Complaint Filed: July 24, 2025
 Trial Date: None Set

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

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of himself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants LIGHTING
8 TECHNOLOGIES INTERNATIONAL, LLC a California limited liability company; INSPERITY
9 PEO SERVICES, L.P., a Delaware limited partnership; INSPERITY, an unknown business form;
10 and DOES 1 through 50 (all defendants being collectively referred to herein as “Defendants”).
11 Plaintiff alleges that Defendants, and each of them, violated various provisions of the California
12 Labor Code, relevant orders of the Industrial Welfare Commission (IWC) and California Business
13 & Professions Code, and seeks redress, therefore.

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

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants’ control before and after being on the clock for their daily work
27 shift. Defendants failed to provide Plaintiff and Employees with lawful meal and rest periods, as
28 employees were not provided with the opportunity to take timely, uninterrupted, and duty-free

1 meal and rest periods as required by the Labor Code. Defendants also failed to pay all wages due
2 and owing for on-call time. Defendants thus failed to pay Plaintiff and the Class members for all
3 hours worked, and provided them with inaccurate wage statements that prevented Plaintiff and the
4 Class from learning of these unlawful pay practices.

5 THE PARTIES

6 A. The Plaintiff

7 4. Plaintiff EDWARD DELGADILLO has resided in California and during the time
8 period relevant to this Complaint and was employed by Defendants as a non-exempt hourly
9 employee within the State of California.

10 B. The Defendants

11 5. Defendant LIGHTING TECHNOLOGIES INTERNATIONAL, LLC (“Lighting
12 Tech”) is a California limited liability company with its principle executive offices in Baldwin
13 Park, California, and has been listed as the employer on the wage statements issued during the
14 relevant time period. Lighting Tech lists a California address in Baldwin Park, California with the
15 California Secretary of State, and employs Plaintiff and the Class members in Los Angeles
16 County, including at Defendants’ offices and facilities in Baldwin Park, California, and throughout
17 California and conducts business throughout California.

18 6. Defendant INSPERITY PEO SERVICES, L.P. (“Insperity Peo”) is a Delaware
19 limited partnership with its principle executive offices in Kingwood, Texas, has been listed as the
20 employer on the W-2 statements issued during the relevant time period, and employs Plaintiff and
21 the Class members in Los Angeles County, including at Defendants’ offices and facilities in
22 Baldwin Park, California, and throughout California and conducts business throughout California.

23 7. Defendant INSPERITY is a business of unknown form, and has been listed as the
24 employer on the wage statements issued to employees during the relevant time period, and
25 employs Plaintiff and the Class members in Los Angeles County, including at Defendants’ offices
26 and facilities in Baldwin Park, California, and throughout California and conducts business
27 throughout California.

28 8. The true names and capacities, whether individual, corporate, associate, or

1 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
2 unknown to Plaintiff, who therefore sue these Defendants by such fictitious names under Code of
3 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
4 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
5 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
6 this Complaint to reflect the true names and capacities of the Defendants designated herein as
7 Does 1 through 50 when their identities become known.

8 9. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
9 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
10 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
11 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
12 all respects as the employers or joint employers of Employees. Defendants, and each of them,
13 exercised control over the wages, hours or working conditions of Employees, or suffered or
14 permitted Employees to work, or engaged, thereby creating a common law employment
15 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
16 employed Employees.

17 **JURISDICTION AND VENUE**

18 10. This Court has jurisdiction over this Action pursuant to California Code of Civil
19 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
20 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
21 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
22 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
23 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
24 County and Defendants maintain and operate company offices and facilities in Los Angeles
25 County and employ Plaintiff and other Class members in Los Angeles County and throughout
26 California.

27 **FACTUAL BACKGROUND**

28 11. The Employees who comprise the Class and Collective, including Plaintiff, is a

1 nonexempt employee pursuant to the applicable Wage Order of the IWC. Defendants hire
2 Employees who work in nonexempt positions at the direction of Defendants in the State of
3 California. Plaintiff and the Class members were either not paid by Defendants for all hours
4 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
5 Employees were required to use vacation time for days they were on standby. Further, Defendants
6 required use of personal cell phone for work-related activities, such as texting and calling
7 supervisors, and co-workers, and checking schedule off-the-clock. Additionally, employees were
8 required to perform their regular job duties before and after clocking in. Plaintiff also contends
9 that Defendants failed to pay Plaintiff, and the Class members all wages due and owing, including
10 by failing to provide sufficient compensation for on-call time, failed to provide meal and rest
11 breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the
12 California Labor Code and applicable Wage Orders.

13 12. During the course of Plaintiff and the Class members' employment with
14 Defendants, they were not paid all wages they were owed, including for all work performed and
15 for all overtime hours worked and were forced to work during their meal and rest breaks to keep
16 labor budgets low.

17 13. Defendants also failed to pay Class Members all wages due and owing because
18 Defendants failed to pay for reporting time. Specifically, Defendants would end Plaintiff's shift
19 within the first two hours due to production complications. Plaintiff would clock out and was not
20 paid reporting time pay. Upon information and belief, Class Members were also sent home early
21 and were not compensated for reporting time pay.

22 14. As a matter of Company culture, Plaintiff and the Class members were required to
23 work during their meal breaks which were not compensated by Defendants in violation of the
24 California Labor Code. Plaintiff and the Class members were also not paid regular wages and
25 overtime for the time they were required to comply with other requirements imposed upon them,
26 which they had to complete while working through their meal breaks and without compensation.
27 As a result Plaintiff and the Class members worked shifts over eight (8) hours in a day and over
28 forty (40) hours in a work week, but they were not paid at the appropriate overtime rate for all

1 such hours, including by being required to perform work duties and tasks without pay and while
2 off-the-clock which caused overtime to begin accruing before it did in Defendants' timekeeping
3 and payroll systems. As a result, Plaintiff and the Class members worked substantial overtime
4 hours during their employment with Defendants for which they were not compensated, in
5 violation of the California Labor Code, applicable IWC Wage Orders.

6 15. Additionally, Defendants paid Plaintiffs and Employees nondiscretionary
7 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
8 information and belief, Defendants failed to incorporate all remunerations, including
9 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
10 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
11 Therefore, during times when Plaintiffs and Employees worked overtime and received
12 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
13 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

14 16. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
16 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
17 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
18 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
19 regular rate of pay for purposes of calculating sick pay. Therefore, during times when Plaintiffs
20 and Employees worked overtime and received nondiscretionary commissions, incentive pay, shift
21 differentials, and/or nondiscretionary bonuses, Defendants failed to pay all sick pay by paying a
22 lower overtime rate than required.

23 17. From at least four (4) years prior to the filing of this lawsuit and continuing to the
24 present, Defendants paid Plaintiffs and Employees nondiscretionary commissions, incentive pay,
25 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
26 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
27 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
28 regular rate of pay for purposes of calculating vacation pay. Therefore, during times when

1 Plaintiffs and Employees worked overtime and received nondiscretionary commissions, incentive
2 pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all vacation pay
3 by paying a lower overtime rate than required.

4 18. As a result of the above described daily work demands and pressures to work
5 through breaks, and the other wage violations they endured at Defendants' hands, Plaintiff and the
6 Class members were not properly paid for all wages earned and for all wages owed to them by
7 Defendants, including when working more than eight (8) hours in any given day and/or more than
8 forty (40) hours in any given week. As a result of Defendants' unlawful policies and practices,
9 Plaintiff and Class members incurred overtime hours worked for which they were not adequately
10 and completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and
11 the Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
12 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
13 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
14 Labor Code, applicable IWC Wage Orders.

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

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

25 21. Additionally from at least four (4) years prior to the filing of this lawsuit and
26 continuing to the present, Defendants have regularly required Employees to work shifts in excess
27 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
28 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal

1 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one
2 hour of wages at each Employee’s effective regular rate of pay, for each meal period that
3 Defendants failed to provide or deficiently provided.

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

10 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to provide Employees with timely,
12 accurate, and itemized wage statements as required by California wage-and-hour laws.
13 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
14 correct overtime wages based on proper regular rate calculations that included nondiscretionary
15 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
16 total amount of compensation of their Employees. Moreover, the wage statements given to
17 Employees by Defendants failed to accurately account for wages, overtime, and premium pay for
18 deficient meal periods and rest breaks all of which Defendants knew or reasonably should have
19 known were owed to Employees, as alleged hereinabove. The wage statements provided to
20 Employees were confusing and required Employees to engage in discovery and refer to outside
21 sources to verify whether their pay was correct and potentially resulting in a miscalculation by the
22 Employees.

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

26 25. From at least four (4) years prior to the filing of this lawsuit and continuing to the
27 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
28 performance of their job duties for Defendants including, but not limited to, the cell phone usage,

1 and mileage, which were necessary to perform their duties under Defendants' employ in violation
2 of Labor Code § 2802.

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

6 27. Additionally, from at least four (4) years prior to filing this lawsuit and continuing
7 to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to
8 Employees at the time of their termination of within seventy-two (72) hours of their resignation, as
9 required by California wage-and-hour laws.

10 28. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
11 Code §§ 201, 202, 203, 204, 218.5, 218.6, 226, 226.4, 226.7, 245, 246, 510, 512, 558, 558.1,
12 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2802, 2698 *et. seq.*, and California Code
13 of Regulations, Title 8, section 11000 *et seq.*

14 29. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
15 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
16 enjoyed from their violations of Labor Code.

17 **CLASS ALLEGATIONS**

18 30. Plaintiff bring this class action on behalf of himself, and all others similarly
19 situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as
20 follows: all individuals employed by Defendants, at any time within four (4) years of the filing of
21 this lawsuit and have been employed by Defendants within the State of California.

22 31. Further, Plaintiff seeks to represent the following Subclasses composed of and
23 defined as follows:

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

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

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants failing to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants which were necessary to perform their duties under Defendants' employ.

j. Subclass 10. Termination Pay Subclass. All Class members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

k. Subclass 11. UCL Subclass. All Class members who are owed restitution as a result of Defendants' business acts and practices, to the extent such acts and practices are found to be unlawful, deceptive, and/or unfair.

32. Plaintiff reserves the right under California Rule of Court 3.765 to amend or

1 modify the class description with greater particularity or further division into subclasses or
2 limitation to particular issues.

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

6 **A. Numerosity**

7 34. The potential members of the class as defined are so numerous that joinder of all
8 the member of the class is impracticable. While the precise number of class member has not been
9 determined at this time, Plaintiff is informed and believe that Defendants employ or, during the
10 time period relevant to this lawsuit, employed more than 100 individuals were employed by
11 Defendant's within the State of California.

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

15 **B. Commonality**

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

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

premium pay in lieu thereof;

g. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to provide Employees with requisite rest breaks or premium pay in lieu thereof;

h. Whether Defendants violated Labor Code § 226(a);

i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

j. Whether Defendants failed to reimburse Employees for necessary business expenses;

k. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;

l. Whether Defendants violated Business and Professions Code § 17200 *et seq.*;

m. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq.*; and

n. Whether Employees are entitled to equitable relief pursuant to Business and Professions Code § 17200 *et seq.*

C. Typicality

37. The claims of the named plaintiffs are typical of those of the other Employees.

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

D. Adequacy of Representation

38. Plaintiff will fairly and adequately represent and protect the interest of Employees.

Counsel who represents Employees are experienced and competent in litigating employment class actions.

E. Superiority of Class Action

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

1 Defendants' illegal policies or practices of failing to compensate Employees properly.

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

5 **FIRST CAUSE OF ACTION**

6 **FAILURE TO PAY MINIMUM WAGES**

7 **(Against All Defendants)**

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

10 42. Defendants failed to pay Employees minimum wages for all hours worked.

11 43. Defendants had a common policy and practice of misstating Employees time
12 records and failing to pay Employees for all hours worked. Employees would work hours and not
13 receive wages, including as alleged above in connection with working during meal periods, and
14 time off the clock Employees without compensation. Specifically, Defendants required employees
15 to use their personal cell phone for work-related activities, such as texting and calling supervisors,
16 and co-workers, and checking schedule off-the-clock. Additionally, Employees were required to
17 perform their regular job duties before and after clocking in. Furthermore, the uncompensated time
18 included the time Employees worked off-the-clock during meal periods as a result of Defendants'
19 high demand from clients. Further, Defendants had a policy requiring Employees to remain on-
20 call. Additionally, Defendants had a consistent policy of failing to pay Employees for hours
21 worked during alleged meal and rest periods for which Employees were consistently denied, as
22 also addressed herein. During the relevant time period, Defendants did not pay Plaintiff and
23 Employees at the applicable minimum wage for all hours worked. Defendants' uniform pattern of
24 unlawful wage and hour practices manifested, without limitation, applicable to the Class as a
25 whole, as a result of implementing a uniform policy and practice that denied accurate
26 compensation to Plaintiff and the other members of the Class as to minimum wage pay.

27 44. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states:
28 The minimum wage for employees fixed by the commission is the

1 minimum wage to be paid to employees, and the payment of a less
2 wage than the minimum so fixed is unlawful.

3 45. The applicable minimum wages fixed by the commission for work during the
4 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
5 therefore entitled to double the minimum wage during the relevant period.

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

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

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

16 48. California Labor Code § 1194.2 also provides for the following remedies:

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

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

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

1 **SECOND CAUSE OF ACTION**

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

3 **(Against All Defendants)**

4 51. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
5 full herein.

6 52. By their conduct, as set forth herein, Defendants violated California Labor Code §
7 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees:
8 (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a
9 workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked
10 on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours
11 worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight
12 (8) hours on any seventh day of work in a workweek.

13 53. Defendants had a common policy and practice of requiring Plaintiff and Employees
14 to perform work, off the clock for which they were not paid wages. Specifically, Defendants
15 required use of employee personal cell phones for work-related activities, such as texting and
16 calling supervisors, and co-workers, and checking schedule off-the-clock. Additionally,
17 Employees were required to perform their regular job duties before and after clocking in on
18 occasion. Additionally, Employees would have to respond or received work-related calls while off
19 the clock. Furthermore, the uncompensated time included the time Employees worked off-the-
20 clock during meal periods as a result of Defendants' high demand from clients. All the forgoing
21 work was performed by Employees and under the direction and control of Defendants, for which
22 no wages were paid.

23 54. The forgoing uncompensated work caused Plaintiff and Employees to work in
24 excess of eight (8), ten (10), and twelve (12) hours a day, and/or forty (40) hours a week, entitling
25 them to overtime and double-time wages which were systemically denied.

26 55. Defendants' failure to pay compensation in a timely fashion also constituted a
27 violation of California Labor Code § 204, which requires that all wages shall be paid
28 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct

1 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
2 and overtime compensation earned by Employees. Each such failure to make a timely payment of
3 compensation to Employees constitutes a separate violation of California Labor Code § 204.

4 56. Furthermore, on information and belief, Defendants did not pay Plaintiffs and
5 Employees the correct overtime rate for the recorded overtime hours that they generated. In
6 addition to an hourly wage, Defendants paid Plaintiffs and Employees nondiscretionary
7 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon
8 information and belief, Defendants failed to incorporate all remunerations, including
9 nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses,
10 into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate.

11 57. Therefore, during times when Plaintiffs and Employees worked overtime and
12 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
13 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
14 required.

15 58. Employees have been damaged by these violations of California Labor Code §§
16 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

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

21 **THIRD CAUSE OF ACTION**

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

23 **(Against All Defendants)**

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

26 61. Employees regularly worked shifts greater than five (5) hours and greater than ten
27 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
28 more than five (5) hours without providing him or her with a meal period of not less than thirty

1 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
2 meal period of not less than thirty (30) minutes.

3 62. Defendants had a common practice and policy of denying Plaintiff and Employees
4 the opportunity to take 30-minute uninterrupted meal periods, in accordance with California Law.
5 Specifically, Plaintiff and Employees were denied meal periods altogether. Moreover, as discussed
6 above, Defendants had a common policy and practice of requiring plaintiff and Employees to
7 complete work-related assignments during meal periods.

8 63. Moreover, Defendants failed to compensate Employees for each meal period not
9 provided or inadequately provided, as required under Labor Code § 226.7. Additionally, as
10 detailed above, when Defendants did pay meal period premiums, they did so at the normal regular
11 rate of pay without factoring in all forms or remuneration/compensation or by otherwise
12 incorrectly calculating the regular rate.

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

16 **FOURTH CAUSE OF ACTION**

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

18 **(Against All Defendants)**

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

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

24 67. Defendants have had a common policy and practice of consistently failing to
25 provide Plaintiff and Employees with the opportunity to take paid rest breaks of not less than ten
26 (10) minutes for each consecutive four (4) hour shift. Plaintiff and Employees were required to
27 work through their rest breaks, which were systemically denied due to demanding deadlines.

28 68. Moreover, Defendants did not compensate Employees with an additional hour of

1 pay at each Employee's effective hourly rate for each day that Defendants failed to provide them
2 with adequate rest breaks, as required under Labor Code § 226.7. Additionally, as detailed
3 above, when Defendants did pay rest period premiums, they did so at the normal regular rate of
4 pay without factoring in all forms or remuneration/compensation or by otherwise incorrectly
5 calculating the regular rate.

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

9 **FIFTH CAUSE OF ACTION**
10 **FAILURE TO PAY VACATION WAGES**
11 **(Against All Defendants)**

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

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

18 72. Defendants paid nondiscretionary commissions, incentive pay, and/or
19 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
20 remuneration in the regular rate of pay upon which vacation wages were calculated and paid.

21 73. Therefore, pursuant to, Plaintiff and Employees seek to recover penalties pursuant
22 to Labor Code § 227.3.

23 **SIXTH CAUSE OF ACTION**
24 **FAILURE TO COMPLY WITH LABOR CODE § 245 *ET SEQ.* AND 246**
25 **(Against All Defendants)**

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

28 75. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time

1 to Employees, including at the amount, terms, and rate of compensation set forth in said law. At
2 times relevant, Defendants have failed compute the amount due for paid sick time in conformance
3 with the pay calculation under California Labor Code § 246(1).

4 76. Defendants paid nondiscretionary commissions, incentive pay, and/or
5 nondiscretionary bonuses to Employees but Defendants failed to include these forms of
6 remuneration in the regular rate of pay upon which sick pay was calculated and paid. Rather than
7 calculating the amount of paid sick time due when sick time is used according to the requirements
8 set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower
9 rate, in violation of the law.

10 77. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor
11 Code § 245 *et seq.* and §§ 245 *et seq.* and 246.

12 **SEVENTH CAUSE OF ACTION**
13 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**
14 **IN VIOLATION OF LABOR CODE § 2802**
15 **(Against All Defendants)**

16 78. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
17 full herein.

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

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

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

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

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

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

84. Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Employees by Defendants failed to accurately account for wages, overtime, and premium pay for deficient meal and rest periods, all of which Defendants knew or reasonably should have known were owed to Employees, as alleged hereinabove.

85. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9).

86. Here, the Defendants failed to list the rates and hours for "Wages in Lieu of Notice-Reg" listed on the wage statements. Moreover, the wage statements given to Employees, by Defendants, failed to include the above requirements enumerated above. Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). The wage statements provided to Employees were confusing and required Employees to engage in

1 discovery and refer to outside sources to verify whether their pay was correct and potentially
2 resulting in a miscalculation by the Employees. Additionally, Specifically, Defendants failed in
3 their affirmative obligation to keep accurate records of the correct overtime wages based on proper
4 regular rate calculations that included nondiscretionary commissions, incentive pay, shift
5 differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of
6 their Employees. Moreover, the wage statements given to Employees by Defendants failed to
7 accurately account for wages, overtime, and premium pay for deficient meal periods and rest
8 breaks, all of which Defendants knew or reasonably should have known were owed to Employees,
9 as alleged hereinabove. The wage statements provided to Employees were confusing and required
10 Employees to engage in discovery and refer to outside sources to verify whether their pay was
11 correct and potentially resulting in a miscalculation by the Employees.

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

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

22 89. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
23 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
24 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
25 employee for each pay period.

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

1 91. NINTH CAUSE OF ACTION

2 **FAILURE TO KEEP REQUIRED PAYROLL**
3 **RECORDS UNDER LABOR CODE §§ 1174 AND 1174.5**

4 **(Against All Defendants)**

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

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

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

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

17 96. TENTH CAUSE OF ACTION

18 **VIOLATION OF LABOR CODE § 203**

19 **(Against All Defendants)**

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

22 98. Numerous Employees are no longer employed by Defendants; they either quit
23 Defendants' employ or were fired therefrom.

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

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

28 101. Defendants' failure to pay wages, as alleged above, was willful in that Defendants

1 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
2 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
3 to thirty (30) days from the date they were due.

4 **ELVENTH CAUSE OF ACTION**

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

6 **(Against All Defendants)**

7 102. Plaintiff re-alleges and incorporate all preceding paragraphs, as though set forth in
8 full herein.

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

14 104. Plaintiff is a "person" within the meaning of Business & Professions Code
15 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
16 relief, restitution, and other appropriate equitable relief.

17 105. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
18 business practices.

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

26 107. Defendants have violated statutes and public policies. Through the conduct alleged
27 in this Complaint Defendants have acted contrary to these public policies, have violated specific
28 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in

1 violation of Business & Professions Code § 17200 *et seq.*; which conduct has deprived Plaintiff,
2 and all persons similarly situated, and all interested persons, of the rights, benefits, and privileges
3 guaranteed to all employees under the law.

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

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

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

12 111. Unless restrained by this Court Defendants will continue to engage in such
13 unlawful conduct as alleged above. Pursuant to the Business & Professions Code this Court should
14 make such orders or judgments, including the appointment of a receiver, as may be necessary to
15 prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice
16 prohibited by the Business & Professions Code, including but not limited to the disgorgement of
17 such profits as may be necessary to restore Employees to the money Defendants have unlawfully
18 failed to pay.

19 **TWELFTH CAUSE OF ACTION**

20 **PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.***

21 **(Against All Defendants)**

22 112. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in
23 full herein.

24 113. Plaintiff and the Employees in the Class are also aggrieved employees as defined
25 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
26 either were or are employed by Defendants ("Aggrieved Employees") during the relevant time
27 period.

28 114. In failing to pay Aggrieved Employees minimum wages and overtime, not

1 providing proper meal and rest periods, failing to provide accurate itemized wage statements, and
2 failing to pay Employees wages upon termination or timely upon resignation, all discussed above,
3 Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required
4 under Labor Code § 204. Defendants also failed to maintain records showing accurate hours
5 worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and
6 paragraph 7 of the applicable IWC Wage Orders.

7 115. As such, Employees seek wages and penalties under Labor Code §§ 2698 and 2699
8 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5,
9 including the penalty provisions, without limitation, based, inter alia, on the following California
10 Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174,
11 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et seq.

12 116. More specifically, after complying with the notice procedures of Labor Code §
13 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
14 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
15 addressed underlying claims and seeking penalties as specified by the applicable corresponding
16 provisions, including as follows:

17 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
18 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
19 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
20 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking
21 all civil and statutory penalties available and applicable, and wages, under Labor Code §§ 510,
22 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant
23 to Labor Code § 2699(g)(1);

24 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
25 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
26 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
27 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
28 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under

1 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
2 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
3 pursuant to Labor Code § 2699(g)(1);

4 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide
5 Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to
6 maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226,
7 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking
8 all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e),
9 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order,
10 and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by
11 providing inaccurate wage statements and failing to maintain records as required under Labor
12 Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor
13 Code §226.3, which in addition to other penalties provided by law, subjects Defendants to "a
14 penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial
15 citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
16 citation, ...";

17 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at
18 least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204,
19 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and wages,
20 under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20
21 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code
22 § 2699(g)(1);

23 (e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the
24 necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and
25 Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available
26 and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and
27 paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor
28 Code § 2699(g)(1);

1 (f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees
2 with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the
3 civil and statutory penalties available and applicable under Labor Code §§ §§ 245 *et seq.* and 246,
4 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs
5 pursuant to Labor Code § 2699(g)(1);
6

7 (g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees
8 with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory
9 penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199,
10 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code §
11 2699(g)(1); and
12

13 (h) All Alleged Violations of the IWC Wage Orders and Other Labor Code Sections:
14 For any above addressed violation of the applicable provisions of the IWC Wage Orders, each of
15 which constitute separate violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking
16 penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the
17 applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code §
18 2699(g)(1).
19

20 117. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
21 seeks the penalties and remedies set forth in Labor Code § 558, which states:
22

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

1 (b) If upon inspection or investigation the Labor Commissioner determines that a
2 person had paid or caused to be paid a wage for overtime work in violation of any provision of this
3 chapter, or any provision regulating hours and days of work in any order of the Industrial Welfare
4 Commission, the Labor Commissioner may issue a citation. The procedures for issuing, contesting,
5 and enforcing judgments for citations or civil penalties issued by the Labor Commissioner for a
6 violation of this chapter shall be the same as those set out in Section 1197.1.
7

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

10 118. Plaintiff has exhausted his administrative remedies by submitting a certified letter
11 to the LWDA and Defendants on July 25, 2025 (LWDA-CM-1114263-25) addressing in detail the
12 specific provisions of the Labor Code Defendants have violated and addressing the facts and legal
13 theories to support the alleged violations and requested penalties. The LWDA has not provided
14 notice of its intent to investigate the alleged violations within 65 calendar days of the postmark
15 date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for the violations
16 addressed herein and in the PAGA Notice letter and the original Complaint.
17

18 **RELIEF REQUESTED**

19 WHEREFORE, Plaintiff prays for the following relief:

- 20 1. For an order certifying this action as a class action;
- 21 2. For compensatory damages in the amount of the unpaid minimum wages for work
22 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
23 the filing of this action, as may be proven;
- 24 3. For liquidated damages in the amount equal to the unpaid minimum wage and
25 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 26 4. For compensatory damages in the amount of the hourly wage made by Employees
27 for each missed or deficient meal period where no premium pay was paid therefor from four (4)
28 years prior to the filing of this action, as may be proven;

1 5. For compensatory damages in the amount of all unpaid wages, including overtime
2 and double-time pay, as may be proven;

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

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

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

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

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

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

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

15 13. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

16 14. For penalties under Labor Code § 558, as may be proven;

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

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

23 17. For all general, special, and incidental damages as may be proven;

24 18. For an award of pre-judgment and post-judgment interest;

25 19. For an award providing for the payment of the costs of this suit;

26 20. For an award of attorneys' fees; and

27 //

28 //

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

2
3 DATED: September 29, 2025

D.LAW, INC.

4
5 By 
6 Roman Shkodnik
7 Jean Hopkins Power
8 Attorneys for Plaintiff
9 EDWARD DELGADILLO
10 and the putative class
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DEMAND FOR JURY TRIAL

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

DATED: September 29, 2025

D.LAW, INC.

By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff
EDWARD DELGADILLO
and the putative class

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

Jae Hall, Agent for CSC, *Agent for Service*
2710 Gateway Oaks Dr Suite 150n
Sacramento, CA 95833

Alex Jenkins, Agent for CSC, *Agent for Service*
2710 Gateway Oaks Dr Suite 150n
Sacramento, CA 95833

Paul Sarvadi, *Agent for Service*
13700 Live Oak Ave
Baldwin Park, CA 91706

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

[] (COURTESY COPY BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

Executed on September 29, 2025, at Glendale, California.

Akiko Iwata
Akiko Iwata