

MATTHEW GUTIERREZ, SBN 271206
mg@lawyersforlegal.com
LAWYERS FOR LEGAL RIGHTS LLP
6077 Coffee Road, Suite 4
Bakersfield, CA 93308
Telephone: (323) 676-6676
E-service: service@lawyersforlegal.com

Attorneys for Plaintiff, ROGER FIGUEROA,
individually and as a proxy for the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
[UNLIMITED CIVIL]

ROGER FIGUEROA, an individual, and as a
proxy for the State of California,

Plaintiff,

vs.

ARCADIA CARE CENTER, LLC, a limited
liability company; and DOES 1 through 5,
inclusive,

Defendants.

Case No.: **25STCV31147**

COMPLAINT FOR:

- 1. Private Attorneys General Act**
- 2. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code § 226.7**
- 3. Labor Code § 203 Waiting Time Penalty**
- 4. Failure to Reimburse and Indemnify for Expenditures**
- 5. Labor Code § 1198.5(k) Penalty**
- 6. Labor Code § 226(f) Penalty**

DEMAND FOR JURY TRIAL

Plaintiff, ROGER FIGUEROA, alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to hear the subject matter of this complaint. This Court also has jurisdiction over each defendant, as the unlawful business acts alleged herein occurred in California.

2. Venue is proper in any county in which an aggrieved employee worked and Labor Code violations allegedly occurred. Venue is proper in this Court because all or some of the violations of law and unlawful practices alleged herein occurred and are occurring in the County of Los Angeles.

3. Plaintiff is an individual who, at all relevant times, has resided in the State of California.

4. Defendant ARCADIA CARE CENTER, LLC (“ARCADIA CARE CENTER”), is a

limited liability company that conducted, and is conducting, business in the State of California.

ARCADIA CARE CENTER registered 6442 Coldwater Canyon Ave, Suite 100, North Hollywood, CA 91606 as its street address of California office.

5. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as DOES 1-5, inclusive, and therefore sues these defendants by such fictitious names and capacities. Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and on that basis alleges that each fictitiously named Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's injuries were proximately caused by the conduct of such defendant.

6. All of the Defendants, including DOES 1-5, are alleged to be co-conspirators with each other, in that each agreed to participate, and participated in, the furtherance of the objective of civil wrongs as alleged in this Complaint.

7. Plaintiff is informed and believes and thereupon alleges that at all times material herein, each defendant was completely dominated and controlled by its, his or her co-Defendants, each was the agent, representative, and alter ego of the others, and all aided and abetted the wrongful acts of the others.

8. Plaintiff is informed and believes and thereupon alleges that at all times material herein, each of the Defendants was the agent, employee and/or joint venturer of, or working in concert with, co-Defendants and was acting within the course and scope of such agency, employment, and/or joint venture or concerted activity. To the extent that said conduct and omissions were perpetrated by certain Defendants, Plaintiff is informed and believes and thereupon alleges that the remaining Defendant

1 and/or Defendants confirmed and ratified said conduct and omissions.

2 9. Plaintiff is informed and believes and on that basis alleges that at all times relevant
3 herein, the corporate Defendants, and each of them, had the right to control, and controlled, Plaintiff's
4 wages, hours and working conditions, and has the right to control the manner in which Plaintiff
5 performed work duties, including but not limited to supervision of work, engaged Plaintiff, suffered and
6 permitted Plaintiff to work, and they were employers, joint employers, or co-employers of Plaintiff at all
7 relevant times alleged herein.

8 10. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein,
9 the Defendant, and each of them, were an integrated enterprise in that they had an interrelation of
10 operations, centralized control of labor relations, common management, and common ownership or
11 financial control.

12 **GENERAL ALLEGATIONS**

13 11. Defendant employed Plaintiff, as an hourly non-exempt worker, as a laundry and
14 housekeeping worker, from at least around April 2025 to June 16, 2025. As a company-wide practice,
15 Defendant regularly denied Plaintiff and its other non-exempt employees to uninterrupted meal breaks.
16 Defendant regularly denied Plaintiff and its other non-exempt employees rest breaks on shifts over 3.5
17 hours. Defendant did not pay them for any portion of their cell phone expenses.

18 12. On June 27, 2025, Plaintiff sent a letter to Defendant requesting documents he had signed
19 relating to his employment, his personnel records, and itemized wage statement records pursuant to
20 Labor Code sections 226, 432 and 1198.5. The request was sent by email to info@arcadiahcc.com and
21 by U.S. Mail to 6442 Coldwater Canyon Ave. Ste. 100, North Hollywood, CA, 91606. Defendant
22 received the letter via email on June 27, 2025, and by U.S. Mail on or about July 2, 2025. To date,
23 Defendant failed to provide the requested records.

24 13. The relevant period of the allegations below for this notice is from June 27, 2024, to
25 present and ongoing.

26 **FIRST CAUSE OF ACTION**

27 **PRIVATE ATTORNEYS GENERAL ACT** 28 **(AGAINST ALL DEFENDANTS AND DOES 1-5)**

14. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

15. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), “Notwithstanding any other provision of law, any provision of [the California Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a). “For all provisions of [the California Labor Code] except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions.” Cal. Lab. Code § 2699(f).

16. This PAGA suit “is fundamentally a law enforcement action.” *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009); *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 386-387 (2014) (“[E]very PAGA action, whether seeking penalties for Labor Code violations as to only one aggrieved employee—the plaintiff bringing the action—or as to other employees as well, is a representative action on behalf of the state.”); *Williams v. Super. Ct.*, 3 Cal. 5th 531, 538 (2017) (“a PAGA suit, essentially a qui tam action filed on behalf of the state to assist it with labor law enforcement”). An employee who brings such an action is acting as an agent of state enforcement agencies. *Kim v. Reins Intl. Cal., Inc.*, 9 Cal.5th 73, 81 (2020).

20. A PAGA “violation” includes, and is used in these allegations to mean, a failure to comply with any requirement of the Labor Code. Cal. Lab. Code § 22.

21. This PAGA action is intended to “remediate present violations and deter future ones.” *Williams*, 3 Cal. 5th at 546. The relevant period for the following PAGA allegations in this cause of action is from July 3, 2026 to present and ongoing.

Labor Code Violations §§ 226.7, 512, 226, 1198, 2802, 1174(d), 558, 226.3, 1174.5, 201, 202, 203, 432 and 1198.5
§ 226.7

22. “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.” Lab. Code § 226.7(b). “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” Lab. Code § 226.7(c).

23. Relevant Wage Orders of the Industrial Welfare Commission, applicable to Defendants, such as Wage Order No. 4-2001 section 12 for example, provide that “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

24. As a company-wide practice, Defendant regularly required Plaintiff and its other non-exempt employees to work without being provided the opportunity to have an uninterrupted rest break. As a company-wide practice, Defendant did not allow them the opportunity to be relieved of all duties to take a rest break. As a company-wide practice, Defendant did not compensate them in lieu of providing rest breaks. As such, Defendant violated California Labor Code section 226.7(b) and 226(c).

25. California Labor Code section 226.7 does not provide for its own self-contained “civil penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 512

26. “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a

1 work period of more than 10 hours per day without providing the employee with a second meal period
2 of not less than 30 minutes.” Lab. Code § 512(a).

3 27. As set forth above, Defendants did not permit Plaintiff and other aggrieved employees
4 uninterrupted duty-free meal periods with the opportunity to be relieved of all duties for meal breaks on
5 the days they worked more than five hours. Defendants did not permit Plaintiff and other aggrieved
6 employees uninterrupted second duty-free meal periods with the opportunity to be relieved of all duties
7 for meal breaks on the days they worked more than 10 hours.

8 28. California Labor Code section 512 does not provide for its own self-contained “civil
9 penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period
10 of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

11 **§ 226**

12 29. “An employer, semimonthly or at the time of each payment of wages, shall furnish to his
13 or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages,
14 or separately if wages are paid by personal check or cash, an accurate itemized statement in writing
15 showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision
16 (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
17 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee
18 may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
19 which the employee is paid, (7) the name of the employee and only the last four digits of his or her social
20 security number or an employee identification number other than a social security number, (8) the name
21 and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during
22 the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Lab.
23 Code § 226(a).

24 30. Due to Defendant’s failure to account for all the time worked including owed break
25 premiums, Plaintiff and other aggrieved employees’ itemized wage records did not show: (1) the accurate
26 total hours worked; (2) all applicable hourly rates in effect during the pay period and the corresponding
27 number of hours worked at each hourly rate; (3) the accurate gross wages earned; and (4) the accurate net
28 wages earned. As such, Defendants violated Labor Code Section 226(a)(1)(2)(5)(9). Defendant also failed

1 to keep itemized wage statement records of the foregoing.

2 31. Labor Code Section 226 does not provide for its own self-contained “civil” penalty within
3 the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the foregoing allegations
4 for this notice is from one year preceding this letter, to present and ongoing.

5 **§ 1198**

6 32. California Labor Code section 1198 provides that the maximum hours of work and the
7 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
8 standard conditions of labor for employees. California Labor Code section 1173 defines commission as
9 the IWC. Further, the “employment of any employee for longer hours than those fixed by the order or
10 under conditions of labor prohibited by the order is unlawful.” Lab. Code § 1198

11 33. Sections 5 of IWC Order Nos. 1-2001, 2-2001, 3-2001, 4-2001, 5-2001, 6-2001, 7-2001,
12 8-2001, 9-2001, 10-2001, 11-2001, 12-2001, 13-2001, 16-200, Section 3(C) of IWC Order No. 15-2001,
13 and Section 4 of IWC Order No. 17-2001, provide that, “(A) Each workday an employee is required to
14 report for work and does report, but is not put to work or is furnished less than half said employee's usual
15 or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no
16 event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which
17 shall not be less than the minimum wage.

18 34. (B) If an employee is required to report for work a second time in any one workday and is
19 furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2)
20 hours at the employee's regular rate of pay, which shall not be less than the minimum wage.”

21 35. As set forth above, Plaintiff and aggrieved employees reported for work, but when a client
22 canceled, Defendants did not pay them reporting time wages.

23 36. Sections 3(A)(1) of IWC Order Nos. 1-2001, 2-2001, 3-2001, 4-2001, 5-2001, 6-2001, 7-
24 2001, 8-2001, 9-2001, 10-2001, 11-2001, 12-2001, 13-2001, 16-200, Section 3(C) of IWC Order No. 15-
25 2001, and Section 4 of IWC Order No. 17-2001, provide that “employees shall not be employed more
26 than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and
27 one half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in the
28 workweek.” Section 7(A) requires every employer to keep accurate time records showing when the

1 employee begins and ends each work period and the total hours worked in the payroll period. As set forth
2 above, Plaintiff and her co-workers occasionally worked more than eight hours per workday. They were
3 not compensated with the earned premium overtime pay for those overtime hours worked more than eight
4 per day. Relevant Wage Orders of the IWC, applicable to Defendants, such as Wage Order No. 4- 2001
5 section 12, provide that “Every employer shall authorize and permit all employees to take rest periods,
6 which in so far as practicable shall be in the middle of each work period. The authorized rest period time
7 shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
8 hours or major fraction thereof.”

9 37. As set forth above, on numerous occasions, Defendants did not permit Plaintiff and other
10 aggrieved employees to have uninterrupted rest breaks with the opportunity to be relieved of all duties for
11 rest breaks.

12 38. Relevant Wage Orders of the IWC, applicable to Defendants, such as Wage Order No. 4-
13 2001 section 11, provide that “(A) No employer shall employ any person for a work period of more than
14 five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not
15 more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent
16 of the employer and the employee. (C) Unless the employee is relieved of all duty during a 30 minute
17 meal period, the meal period shall be considered an —on duty meal period and counted as time worked.
18 An —on duty meal period shall be permitted only when the nature of the work prevents an employee from
19 being relieved of all duty and when by written agreement between the parties an on-the-job paid meal
20 period is agreed to. The written agreement shall state that the employee may, in writing, revoke the
21 agreement at any time.”

22 39. As set forth above, on numerous occasions, Defendants did not permit Plaintiff and other
23 aggrieved employees to have uninterrupted duty-free meal breaks with the opportunity to be relieved of
24 all duties for meal breaks.

25 40. Based on the foregoing, Defendants violated California Labor Code section 1198 by
26 violating the above-referenced sections of relevant Wage Orders of the IWC.

27 41. California Labor Code section 1198 does not provide for its own self-contained “civil
28 penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies.

42. Based on the foregoing, Defendants violated California Labor Code section 1198 by violating the above-referenced sections of relevant Wage Orders of the IWC.

43. California Labor Code section 1198 does not provide for its own self-contained “civil penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 2802

44. “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.” Lab. Code § 2802(a). In *Cochran v. Schwan’s*, the court held:

45. If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802. It does not matter whether the phone bill is paid for by a third person, or at all. In other words, it is no concern to the employer that the employee may pass on the expense to a family member or friend, or to a carrier that has to then write off a loss. It is irrelevant whether the employee changed plans to accommodate work-related cell phone usage. Also, the details of the employee’s cell phone plan do not factor into the liability analysis. Not only does our interpretation prevent employers from passing on operating expenses, it also prevents them from digging into the private lives of their employees to unearth how they handle their finances vis-à-vis family, friends and creditors. To show liability under section 2802, an employee need only show that he or she was required to use a personal cell phone to make work-related calls, and he or she was not reimbursed.

Cochran v. Schwan’s Home Serv., Inc., 228 Cal. App. 4th 1137, 1144–45 (2014), review denied (Nov. 25, 2014).

46. Here, like in *Cochran*, if an employee is required to do work-related activities on a personal cell phone, then he is incurring an expense for purposes of section 2802. Here, as in *Cochran*, to show liability under section 2802, an employee need only show that he was required or directed to use a personal cell phone to do work-related activities and was not reimbursed.

47. Defendants did not reimburse or pay Plaintiff or the other aggrieved employees for any

1 portion of their cell phone expenses, in violation of Labor Code § 2802(a).

2 48. Labor Code § 2802 does not have a civil penalty specifically provided. Thus, Labor Code
3 § 2699(f) is applicable to impose civil penalties of one hundred dollars (\$100) for each aggrieved
4 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
5 employee per pay period for each subsequent violation. The relevant period of the foregoing allegations
6 for this notice is from one year preceding this letter, to present and ongoing.

7 **§ 1174(d)**

8 49. Labor Code Section 1174(d) provides that every person employing labor in this state shall
9 keep payroll records showing the hours worked daily by and the wages paid to employees employed for
10 not less than three years. "Person" means any person, association, organization, partnership, business trust,
11 limited liability company, or corporation. Lab. Code § 18.

12 50. Defendants failed to maintain records showing the actual and accurate hours worked by
13 Plaintiff and Plaintiff's co-workers, aggrieved employees, in violation of Labor Code Section 1174(d).
14 Labor Code Section 1174 does not provide for its own self-contained civil penalty within the statute. Thus,
15 Labor Code Section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is
16 from one year preceding this letter, to present and ongoing.

17 **§ 558**

18 51. Pursuant to Labor Code section 558(a) any employer or other person acting on behalf of
19 an employer who violates, or causes to be violated, [Labor Code sections 510 and 512] or any provision
20 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to
21 a civil penalty in a PAGA action as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
23 for which the employee was underpaid . . .

24 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
25 each pay period for which the employee was underpaid . . .

26 52. As discussed above, Defendants violated Labor Code section 510 and the above-referenced
27 provisions of IWC Wage Orders as applicable. As such, Defendants are subject to pay the pre-determined
28 amount of civil penalties for the initial and subsequent violations. The relevant period of the foregoing

1 allegations for this notice is from one year preceding this letter, to present and ongoing.

2 **§ 226.3**

3 53. “Any employer who violates subdivision (a) of section 226 shall be subject to a civil
4 penalty in the amount” set forth in Labor Code section 226.3 for failing to provide the employee a wage
5 deduction statement or failing “to keep the records required in subdivision (a) of Section 226.” Lab. Code
6 § 226.3. This section “sets out a civil penalty for all violations of section 226.” *Raines v. Coastal Pacific*
7 *Food Distribs., Inc.*, 23 Cal. App. 5th 667, 675 (2018). “[A] representative PAGA claim for civil penalties
8 for a violation of section 226(a) **does not require proof of injury or a knowing and intentional**
9 **violation**. This is true even though these two elements are required to be proven when bringing an
10 individual claim for damages or statutory penalties under section 226(e).” *Raines*, at 670 (emphasis
11 added). Because Defendant violated California Labor Code section 226(a), Defendant is subject to civil
12 penalties under section 226.3 applicable to Plaintiff and other current and former aggrieved employees.
13 The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to
14 present and ongoing.

15 **§ 1174.5**

16 54. Pursuant to Labor Code Section 1174.5, any person employing labor who willfully fails to
17 maintain accurate and complete records required by subdivision (d) of Section 1174 shall be subject to a
18 civil penalty of five hundred dollars (\$500). As discussed above, Defendant violated Labor Code Labor
19 Code Section 1174(d). Defendant willfully failed to maintain records showing the accurate hours worked
20 daily by the aggrieved employees. Thus, Defendants are subject to civil penalties. The relevant period of
21 the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

22 **§ 201-203**

23 55. Due to the meal and rest break violations, Plaintiff did not timely receive all of his final
24 pay within the required timeframe from his discharge date. Defendant also failed to provide Plaintiff his
25 final pay on the date of discharge. Thus, Defendant violated Labor Code sections 201-203. Defendant also
26 did this to other aggrieved employees. Labor Code Sections 201-203 do not provide for their own self-
27 contained civil penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant
28 period of the foregoing allegations for this notice is from one year preceding this letter, to present and

1 ongoing.

2 ***§ 432 and 1198.5***

3 56. In violation of Labor Code sections 432 and 1198.5, Defendant failed to provide
4 instruments that Plaintiff signed relating to his employment or his personnel records. Other aggrieved
5 employees are those who were also not provided instruments they had signed relating to their employment
6 or their personnel records

7 ***Exhaustion of Administrative Remedies***

8 58. On July 3, 2025, Plaintiff provided notice to the California Labor and Workforce
9 Development Agency (“LWDA”), pursuant to Labor Code § 2699.3, detailing the specific provisions of
10 the foregoing Labor Code sections that have been violated, including the facts and theories to support
11 the violations. The LWDA file number is LWDA-CM-1109577-25 The notice was sent by certified
12 mail on or about July 3, 2025, to Arcadia Care Center, LLC, (9214890260895001361028). Plaintiff
13 submitted a fee waiver to the LWDA.

14 59. The LWDA has not, within 65 days of Plaintiff’s Notice of violations of the Labor Code,
15 sent Plaintiff notice that it intends to investigate the violations. Thus, Plaintiff has exhausted Plaintiff’s
16 administrative remedies, pursuant to Labor Code section 2699.3(a), as a prerequisite to assert a civil
17 action, for civil penalties pursuant to Labor Code section 2699. Defendant has not sent any notice to
18 the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor
19 Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff’s administrative remedies, pursuant to
20 Labor Code section 2699.3(c), as a prerequisite to assert a civil action, for civil penalties pursuant to
21 Labor Code section 2699.

22 60. On August 14, 2025, Plaintiff submitted a supplemental notice (“Supplemental PAGA
23 Notice”) to the LWDA pursuant to Labor Code § 2699.3, detailing the additional specific provisions of
24 the California Labor Code (§§ 432, and 1198.5) that have been violated, including the facts and theories
25 to support the violations. The notice was sent to Defendant by certified mail on or about August 14,
26 2025, (9214890260895002214019).

27 61. The LWDA has not, within 65 days of Plaintiff’s Supplemental PAGA Notice of
28 violations of the Labor Code, sent Plaintiff notice that it intends to investigate the violations. Defendant

has not sent any notice to the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff's administrative remedies, pursuant to Labor Code section 2699.3(a), as a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699. Defendant has not sent any notice to the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff's administrative remedies, pursuant to Labor Code section 2699.3(c), as a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE MEAL AND REST PERIODS OR COMPENSATION IN LIEU THEREOF IN VIOLATION OF LABOR CODE § 226.7 (AGAINST ALL DEFENDANTS AND DOES 1-5)

62. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

63. California Labor Code section 226.7 provides that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health." Cal. Lab. Code § 226.7(b).

64. "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided." Cal. Lab. Code § 226.7(c).

65. Relevant Wage Orders of the Industrial Welfare Commission ("IWC"), applicable to Defendant, such as Wage Order No. 4-2001 section 12, provide that "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each

1 work period. The authorized rest period time shall be based on the total hours worked daily at the rate
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

3 66. Relevant Wage Orders of the IWC, applicable to Defendant, such as Wage Order No. 4-
4 2001 section 11, provide that “No employer shall employ any person for a work period of more than five
5 (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more
6 than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the
7 employer and the employee.”

8 67. California Labor Code section 512(a) provides that an employer may not employ an
9 employee for a work period of more than five hours per day without providing the employee with a meal
10 period of not less than 30 minutes, except that if the total work period per day of the employee is no
11 more than six hours, the meal period may be waived by mutual consent of both the employer and
12 employee.

13 68. Defendant regularly required Plaintiff to work without being provided the opportunity to
14 have an uninterrupted rest break. Defendant regularly did not allow Plaintiff the opportunity to be
15 relieved of Plaintiff’s duties to take a rest break. Defendant did not compensate Plaintiff in lieu of
16 providing Plaintiff with rest breaks.

17 69. Defendant regularly required Plaintiff to work more than 5 hours without being provided
18 with a duty-free meal period with relief of all duties. Defendant did not compensate Plaintiff in lieu of
19 providing Plaintiff with meal breaks.

20 70. Pursuant to Labor Code section 512, Plaintiff is entitled to compensation of one
21 additional hour of pay at Plaintiff’s regular rate of compensation for each workday that the meal period
22 was not provided. Pursuant to Labor Code section 226.7, Plaintiff is entitled to compensation of one
23 additional hour of pay at Plaintiff’s regular rate of compensation for each workday that the meal period
24 was not provided, and one additional hour of pay for each workday that the rest period was not provided
25 pursuant to *United Parcel Serv., Inc. v. Superior Court*, 196 Cal. App. 4th 57, 70 (2011).

26 71. “Any employer or other person acting on behalf of an employer, who violates, or causes
27 to be violated, any provision regulating minimum wages or hours and days of work in any order of the
28 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6,

1194, or 2802, may be held liable as the employer for such violation.” Cal. Lab. Code § 558.1(a).

THIRD CAUSE OF ACTION

LABOR CODE § 203 WAITING TIME PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

72. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

73. Defendant willfully failed to timely pay Plaintiff all of Plaintiff’s owed wages on Plaintiff’s last date of work, in violation of Cal. Labor Code § 201, and failed to pay Plaintiff the additional continuing wages as a penalty from the original due date, in violation of California Labor Code § 203.

74. Plaintiff has been harmed by Defendant’s conduct and is entitled to a statutory waiting time penalty, in an amount according to proof at trial, interest thereon, and costs.

FOURTH CAUSE OF ACTION

FAILURE TO REIMBURSE AND INDEMNIFY FOR EXPENDITURES

(AGAINST ALL DEFENDANTS AND DOES 1-5)

75. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

76. California Labor Code § 2802(a) provides that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties”

77. California Labor Code “Section 2802 is designed to prevent employers from passing their operating expenses on to their employees.” *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 562 (2007).

78. Defendant violated Labor Code Section 2802 by passing on their operating expenses to Plaintiff, in violation of Labor Code § 2802(a).

79. Plaintiff has been damaged by Defendant’s failure to pay or reimburse work expenses in an amount according to proof at trial.

80. Pursuant to California Labor Code § 2802, and other applicable statutes, Plaintiff is

entitled to payment or reimbursement of expenditures, in an amount according to proof at trial, interest thereon, and an award of attorneys' fees, and costs.

81. "Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." Cal. Lab. Code § 558.1(a).

FIFTH CAUSE OF ACTION

LABOR CODE § 1198.5(k) PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

82. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

83. The employer shall make personnel records available for inspection to the former employee, or his or her representative, at reasonable intervals and at reasonable times, but "not later than 30 calendar days from the date the employer receives a written request." Cal. Lab. Code § 1198.5(b).

84. Defendant did not timely provide Plaintiff's personnel records.

85. "If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer." Cal. Lab. Code § 1198.5(k).

86. Because Defendant failed to timely provide the personnel records, Plaintiff is entitled to injunctive relief, for an order that Defendant turn over the complete records, and for an award of attorneys' fees pursuant Cal. Lab. Code § 1198.5(l).

SIXTH CAUSE OF ACTION

LABOR CODE § 226(f) PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

87. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

1 88. An employer that is required to keep the information required by Labor Code § 226(a)
2 shall afford current and former employees the right to inspect or copy records pertaining to their
3 employment. Cal. Lab. Code § 226(b). An employer who receives a written or oral request to inspect or
4 copy records pursuant to Labor Code § 226(b) shall comply with the request as soon as practicable, but
5 no later than 21 calendar days from the date of the request. Cal. Lab. Code § 226(c). Defendant
6 violated Labor Code § 226(b)(c) by failing to timely provide Plaintiff with the complete Lab Code §
7 226(a) records pertaining to Plaintiff's employment.

8 89. A failure by an employer to permit a current or former employee to inspect or copy
9 records within the time set forth in Labor Code § 226(c) entitles the current or former employee to
10 recover a seven-hundred-fifty-dollar (\$750) penalty from the employer. Cal. Lab. Code § 226(f).

11 90. An employee may also bring an action for injunctive relief to ensure compliance with
12 section 226, and is entitled to an award of costs and reasonable attorney's fees. Cal. Lab. Code § 226(h).

13 PRAYER

14 WHEREFORE, Plaintiff prays:

15 1. For civil penalties pursuant to the California Labor Code §§ 2698 *et seq.*, according to
16 proof at the time of trial, or \$5 million on default.

17 2. For injunctive relief in the form of an order compelling Defendant to reimburse its
18 employees for the work related cell phone expenses, pursuant to the California Labor Code §§ 2698 *et*
19 *seq.*

20 3. For a \$750 statutory penalty pursuant to Labor Code section 1198.5.

21 4. For a \$750 statutory penalty pursuant to Labor Code section 226.

22 5. For compensatory special damages in an amount in excess of this Court's minimal
23 jurisdiction, according to proof at the time of trial, or \$1 million on default.

24 6. For reimbursement and indemnification for all work-related expenditures, in an amount
25 according to proof at the time of trial, or \$1 million on default.

26 7. For statutory penalties pursuant to the California Labor Code according to proof at the
27 time of trial, or \$1 million on default.

28 8. For reasonable attorneys' fees pursuant to the California Labor Code.

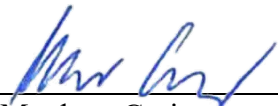
9. For costs of suit including expert witness fees.
10. For prejudgment interest.
11. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff ROGER FIGUEROA hereby demands a trial by jury.

Dated: October 22, 2025

LAWYERS FOR LEGAL RIGHTS LLP

By: 

Matthew Gutierrez
Attorneys for Plaintiff, ROGER FIGUEROA,
individually and as a proxy for the State of
California