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County of Alameda
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

ANDRE MARSHALL, MATTHEW SLABY, ROY GEORGE, JR., JULIA GODDEN, and SHAKARI JACKSON individually, and on behalf of the State of California as individuals,

Plaintiffs,

v.

TARGET CORPORATION, a Minnesota corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No. 25CV129408

FIRST AMENDED NON-REPRESENTATIVE INDIVIDUAL COMPLAINT FOR:

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq*.); and
9. Civil Penalties Under PAGA (Cal. Lab. Code § 2699, *et seq.*

DEMAND FOR JURY TRIAL

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Plaintiffs Andre Marshall, Matthew Slaby, Roy George, Jr., Julia Godden, and Shakari Jackson ("Plaintiffs"), on information and belief each allege individual claims as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiffs bring this action against Defendant Target Corporation, and DOES 1 through 10 (hereinafter collectively referred to as "Defendants") for California Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify Plaintiffs for employment-related expenditures.

2. Plaintiffs individually bring the First through Ninth Causes of Action against Defendants. Plaintiffs were employed by Defendants in California as hourly paid or non-exempt employees during the statute of limitations period applicable to the claims pleaded here.

3. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Alameda County. As such and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

4. Despite these requirements, throughout the statutory period, Defendants maintained a systematic, company-wide pattern and practice of:

(a) Failing to pay Plaintiffs for all hours worked, including all minimum, straight time, and overtime in compliance with the California Labor Code and IWC Wage Orders;

(b) Failing to provide Plaintiffs with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failing to maintain accurate records of all meal periods taken or missed, and failing to pay an additional hour's pay for each workday a meal period violation occurred;

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(c) Failing to authorize and permit Plaintiffs to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failing to pay an additional hour's pay for each workday a rest period violation occurred;

(d) Willfully failing to pay Plaintiffs all minimum, straight time, overtime, meal period premium, and rest period premium wages due within the time period specified by California law when employment terminates;

(e) Failing to provide Plaintiffs with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders; and,

(f) Failing to indemnify Plaintiffs for expenditures incurred in direct discharge of duties of employment.

5. On information and belief, Defendants, and each of them were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

6. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiffs

7. Plaintiff Andre Marshall is a resident of Sonora, California who worked for Defendants in Santa Cruz County, California as an hourly-paid, non-exempt employee during the relevant times alleged herein.

8. Plaintiff Matthew Slaby is a resident of National City, California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately May 2016 to approximately August 2024.

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9. Plaintiff Roy George, Jr. is a resident of Sacramento, California who worked for Defendants in Sacramento County, California as an hourly-paid, non-exempt employee from approximately April 2024 to approximately August 2024.

10. Plaintiff Julia Godden is a resident of San Diego, California who worked for Defendants in San Diego County, California as an hourly-paid, non-exempt employee from approximately April 2024 to approximately August 2024.

11. Plaintiff Shakari Jackson is a resident of Oakland, California who worked for Defendants in Alameda County, California as an hourly-paid, non-exempt employee from approximately December 2021 to approximately August 2024.

B. Defendants

12. Plaintiffs are informed and believe, and based upon that information and belief allege, that Defendant Target Corporation is, and at all times herein mentioned, was:

(a) A business entity conducting business in numerous counties throughout the State of California, including Alameda County; and,

(b) The former employer of Plaintiffs, because Defendant Target Corporation suffered and permitted Plaintiffs to work, and/or controlled their wages, hours, or working conditions.

13. Plaintiffs do not know the true names or capacities of the persons or entities sued herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs as alleged herein. Plaintiffs will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

14. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiffs in the State of California.

15. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and

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exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants and/or all Defendants were joint employers.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

16. During Plaintiffs' employment, Defendants paid (or purportedly paid) Plaintiffs an hourly wage and classified them as non-exempt from overtime. Defendants typically scheduled Plaintiffs to work at least five days in a workweek and at least eight hours per day, but Plaintiffs also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

17. Throughout Plaintiffs' employment, Defendants failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiffs with legally compliant meal periods, failed to authorize and permit Plaintiffs to take rest periods, failed to timely pay all final wages to Plaintiffs when Defendants terminated their employment, failed to furnish accurate wage statements to Plaintiffs, and failed to indemnify Plaintiffs for employment related expenditures. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

18. Throughout the statutory period, Defendants maintained a pattern and practice of not paying Plaintiffs for all hours worked, including minimum, straight time, and overtime wages. Defendants required Plaintiffs to work "off-the-clock," uncompensated, by, for example, requiring Plaintiffs to perform work during uncompensated meal periods and rest periods. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,

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Defendants also failed to maintain accurate records of the hours Plaintiffs worked.

19. Throughout the statutory period, Defendants failed to provide Plaintiffs with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law (and also including but not limited to failing to provide Plaintiffs the opportunity to leave the work premises to take meal periods). Defendants also continued to assert control over Plaintiffs by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiffs permission to take a meal period under the conditions required by law, and without properly compensating Plaintiffs for meal periods that were not provided as required by law. Defendants also never informed Plaintiffs of their right to, nor permitted them to, at times, take a second meal period when Plaintiffs worked at least ten (10) hours of work in a workday and otherwise unlawfully pressured them to waive such breaks. Accordingly, Defendants' pattern and practice was not to provide meal periods to Plaintiffs in compliance with California law.

20. Throughout the statutory period, Defendants have failed to authorize and permit Plaintiffs to take legally compliant rest periods in a manner required by law (and also including but not limited to failing to authorize and permit Plaintiffs the opportunity to leave the work premises to take rest periods). Defendants regularly required Plaintiffs to work in excess of four (4) consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four (4) hours of work (or major fraction thereof), or without compensating Plaintiffs for rest periods that were not authorized or permitted. Instead, Defendants continued to assert control over Plaintiffs by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiffs permission to take a rest period. Accordingly, Defendants' pattern and practice was to not authorize and permit Plaintiffs to take rest periods in compliance with California law.

21. Throughout the statutory period, Defendants willfully failed and refused to timely pay Plaintiffs all final wages due at their termination of employment. In addition, Plaintiffs' final paychecks did not include payment for all employment-related expenditures, minimum wages,

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straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to them by Defendants at the conclusion of their employment.

22. Throughout the statutory period, Defendants failed to furnish Plaintiffs with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). As a result of these violations of California Labor Code § 226(a), Plaintiffs suffered injury because, among other things:

(a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;

(b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;

(c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;

(d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;

(e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;

(f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

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(g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;

(h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiffs were entitled, and Plaintiffs were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs are owed the amounts provided for in California Labor Code § 226(e).

23. Throughout the statutory period, Defendants have wrongfully required Plaintiffs to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiffs regularly paid out-of-pocket for necessary employment-related expenses, including, without limitation, work attires as well as purchase and maintenance of a personal cell-phone for work-related purposes.

24. Plaintiffs incurred substantial expenses as a direct result of performing their job duties for Defendants, but Defendants failed to indemnify Plaintiffs for these employment-related expenses.

FIRST CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Pay Minimum and Straight Time Wages for All Hours Worked)

25. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

26. "Hours worked" is the time during which Plaintiffs are subject to the control of Defendants and includes all the time Plaintiffs are suffered or permitted to work, whether or not required to do so.

27. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

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28. Accordingly, Plaintiffs are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

29. By and through the conduct described above, Plaintiffs have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

30. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs for their non-overtime hours worked without pay, Plaintiffs suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiffs and which will be ascertained according to proof at trial.

31. By failing to keep adequate time records required by California Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due to Plaintiffs.

32. Pursuant to California Labor Code § 1194.2 and 1197.1, Plaintiffs are entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

33. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. Throughout the statute of limitations period applicable to this cause of action, Plaintiffs were entitled to be paid twice a month at rates required by law, including minimum and straight time wages. However, during all such times, Defendants systematically failed and refused to pay Plaintiffs all such wages due and failed to pay those wages twice a month.

34. Plaintiffs are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Pay Overtime Wages)

35. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

36. California Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they

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receive additional compensation beyond their regular wages in amounts specified by law.

37. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

38. At all times relevant hereto, Plaintiffs have worked more than eight hours in a workday and/or more than forty (40) hours in a workweek, as employees of Defendants.

39. At all times relevant hereto, Defendants failed to pay Plaintiffs overtime compensation for the hours they have worked in excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and 1198.

40. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to Plaintiffs for their overtime hours worked (including by failing to include all forms of remuneration in calculating the regular rate of pay for purposes of paying overtime), Plaintiffs have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

41. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs.

42. Plaintiffs also request recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes.

43. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice a month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiffs with all

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compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Provide Meal Periods)

44. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

45. Under California law, Defendants have an affirmative obligation to relieve Plaintiffs of all duty in order to take their first daily meal periods no later than the start of Plaintiffs' sixth hour of work in a workday, and to take their second meal periods no later than the start of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

46. Despite these legal requirements, Defendants, at times, failed to provide Plaintiffs with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods and/or failing to pay premium wages at the regular rate of pay), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

47. Under California law, Plaintiffs are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Authorize and Permit Rest Periods)

48. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

49. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer

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permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

50. Despite these legal requirements, Defendants failed to authorize Plaintiffs to take rest breaks, regardless of whether Plaintiffs worked more than four (4) hours in a workday. By their failure to permit and authorize Plaintiffs to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods and/or failing not pay premium payments at the proper regular rate of pay), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

51. Under California law, Plaintiffs are entitled to be paid one (1) hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

52. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

53. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

54. Within the applicable statute of limitations, the employment of Plaintiffs was terminated by quitting or discharge. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Plaintiffs, without abatement, all wages required to be paid

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by California Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

55. Defendants' failure to pay Plaintiffs who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

56. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

57. Plaintiffs are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to California Labor Code § 203.

58. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

SIXTH CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records)

59. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

60. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number

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other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

61. Defendants have intentionally and willfully failed to provide Plaintiffs with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiffs, the failure to list the true "total hours worked by the employee," and the failure to list the true net wages earned.

62. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs have suffered injury and damage to their statutorily protected rights.

63. Specifically, Plaintiffs have been injured by Defendants' intentional violation of California Labor Code § 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code § 226(a).

64. Calculation of the true wage entitlement for Plaintiffs is difficult and time consuming. As a result of this unlawful burden, Plaintiffs were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

65. Plaintiffs are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

66. Plaintiffs are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Failure to Indemnify Employees for Expenditures)

67. Plaintiffs incorporate by reference and re-alleges as if fully stated herein paragraphs 1 through 24 in this Complaint.

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68. As set forth above, Plaintiffs were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

69. Defendants violated California Labor Code § 2802, by failing to pay and indemnify Plaintiffs for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants including, without limitation, for uniforms and use of a personal cell phone.

70. As a result, Plaintiffs were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

71. Plaintiffs are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant to California Labor Code § 2802(b).

EIGHTH CAUSE OF ACTION

(By All Plaintiffs Individually Against All Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)

72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

73. Defendants, and each of them, are "persons" as defined under California Business & Professions Code § 17201.

74. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiffs. Plaintiffs seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

75. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq*.

76. A violation of California Business & Professions Code §§ 17200, *et seq*. may be predicated on the violation of any state or federal law. All of the acts described herein as violations of, among other things, the California Labor Code, are unlawful and in violation of public policy;

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and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Minimum and Straight Time Wages

77. Defendants' failure to pay minimum and straight time wages, and other benefits in violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Pay Overtime Wages

78. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Provide Meal Periods

79. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq*.

Failure to Authorize and Permit Rest Periods

80. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq*.

Failure to Indemnify Business Expenses

81. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200 *et seq*.

82. By and through their unfair, unlawful and/or fraudulent business practices described herein, the Defendants, have obtained valuable property, money and services from Plaintiffs and have deprived Plaintiffs of valuable rights and benefits guaranteed by law, all to their detriment, including, without limitation, by requiring execution of unlawful agreements.

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83. Plaintiffs suffered monetary injury as a direct result of Defendants' wrongful conduct.

84. Plaintiffs are entitled to, and do, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiffs have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiffs are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

85. Plaintiffs are further entitled to and does seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

86. Plaintiffs have no plain, speedy, and/or adequate remedy at law to redress the injuries which Plaintiffs suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiffs have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

87. Plaintiffs also allege that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate taxes, insurance and other withholdings.

88. Pursuant to California Business & Professions Code §§ 17200, *et seq*., Plaintiffs are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years and 178 days prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiffs; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

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NINTH CAUSE OF ACTION

(By Plaintiffs Individually Against All Defendants for Non-Representative Individual Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

89. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint.

90. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

91. California Labor Code § 2699(a) specifically provides for a private right of action to recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any provision of this 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." *Adolph v. Uber Techs., Inc.,* 14 Cal. 5th 1104, 532 P.3d 682 (2023) specifically allows plaintiffs to file a PAGA action individually with individual claims.

92. Plaintiffs have given written notice by online filing pursuant to California Labor Code § 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiffs including the facts and theories to support the violations. Plaintiffs also paid the filing fee.

93. The Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Plaintiffs hereby commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

94. Based on the conduct described in this Complaint, Plaintiffs are entitled to an award of civil penalties on behalf of themselves individually and the State of California. The exact amount of the applicable penalties, in all, is in an amount to be shown according to proof at trial. These penalties are in addition to all other remedies permitted by law.

95. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

PRAYER FOR RELIEF

Plaintiffs, individually pray for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

96. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

97. For unpaid wages as may be appropriate;

98. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

99. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

100. For liquidated damages;

101. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

102. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

103. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

104. For unpaid wages at overtime wage rates as may be appropriate;

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105. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

106. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

107. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

108. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

109. For unpaid meal period premium wages as may be appropriate;

110. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

111. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

112. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

113. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

114. For unpaid rest period premium wages as may be appropriate;

115. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

116. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5, and for costs of suit incurred herein; and,

117. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

118. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment;

119. For statutory wage penalties pursuant to California Labor Code § 203 for former

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Plaintiffs who have left Defendants' employ;

120. For pre-judgment interest on any unpaid wages from the date such amounts were due;

121. For reasonable attorneys' fees and for costs of suit incurred herein; and,

122. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

123. That the Court declare, adjudge, and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and willfully failed to provide accurate itemized wage statements thereto;

124. For all actual damages, according to proof;

125. For statutory penalties pursuant to California Labor Code § 226€;

126. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code § 226(h);

127. For reasonable attorneys' fees and for costs of suit incurred herein; and,

128. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

129. That the Court declare, adjudge, and decree that Defendants violated California Labor Code § 2802 by willfully failing to indemnify employees for expenditures;

130. For unpaid wages or unreimbursed business expenses as may be appropriate;

131. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

132. For reasonable attorneys' fees and for costs of suit incurred herein; and,

133. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

134. That the Court declare, adjudge, and decree that Defendants violated California Business & Professions Code §§ 17200, *et seq*. by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, and failing to indemnify Plaintiffs for expenditures;

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135. For restitution of unpaid wages to Plaintiffs and prejudgment interest from the day such amounts were due and payable;

136. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq*.;

137. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

138. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq*.; and,

139. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

140. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay wages for all hours worked (including minimum, straight time, and overtime), failing to provide meal periods and pay the correct amount of meal period premium wages, failing to authorize and permit rest periods and pay the correct amount of rest period premium wages, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to pay all final wages to terminated Plaintiffs, failing to furnish accurate wage statements, and failing to indemnify Plaintiffs for expenditures;

141. For all actual, consequential and incidental losses and damages, according to proof;

142. For all non-representative civil penalties pursuant to California Labor Code §§ 2699, et seq., and all other applicable Labor Code provisions;

143. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699; and,

144. For such other and further relief as the Court may deem equitable and appropriate.

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As to all Causes of Action

145. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: September 5, 2025

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Andrew Sandoval

Attorneys for Plaintiffs

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury as to all causes of action triable by jury.

Dated: September 5, 2025

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Andrew Sandoval

Attorneys for Plaintiffs

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