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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
STANLEY MOSK COURTHOUSE

ISAURA OROZCO TORRES, individually,
and on behalf of all other aggrieved
employees,

Plaintiff,

v.

DHC BURBANK LLC, a California limited
liability company, DHC ROSEMEAD LLC,
a California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: **25STCV30904**

**COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004**

[California Labor Code § 2698 et seq.]

1 Plaintiff Isaura Orozco Torres (“Plaintiff”) brings this representative action, individually and
2 on behalf of all other aggrieved employees, to recover civil penalties relating to systematic violations
3 of California wage and hour laws by DHC Burbank LLC and DHC Rosemead LLLC (“Defendants”).
4 Plaintiff makes the following allegations on information and belief, except as to allegations pertaining
5 to Plaintiff individually, which are based on her personal knowledge.

6 **INTRODUCTION**

7 1. Defendants own and operate two (2) or more restaurants in Burbank and Rosemead,
8 California. Plaintiff, along with other non-exempt employees of Defendants, worked and performed
9 duties and tasks at Defendants’ restaurants and additionally, received wages from Defendants.

10 2. Defendants implemented common policies and practices within their restaurants that
11 have resulted in systematic violations of California’s wage and hour laws.

12 3. Defendants own and operate two or more casual dining, fast food Dave’s Hot Chicken
13 restaurants in Burbank and Rosemead, California.

14 4. In an effort to conserve labor costs, and thereby maximize profits, Defendants have
15 implemented policies and practices that have resulted in systematic violations of California’s wage
16 and hour laws.

17 5. For example, Defendants implemented unlawful policies with respect to meal and rest
18 breaks. Defendants requires their hourly, non-exempt employees, who are informed that the needs of
19 the restaurant and its patrons take top priority, to work through meal and rest breaks, to take untimely
20 meal periods and to remain on call during such breaks. As a result, Plaintiff and other aggrieved
21 employees have been denied the ability to take meal and rest breaks that they were and are legally
22 entitled to take.

23 6. Moreover, Defendants failed to pay Plaintiff and the other aggrieved employees all of
24 their tips received. For instance, Defendants failed to pay Plaintiff and the other aggrieved employees
25 all tips when Defendants’ patrons paid tips electronically.

26 7. Defendants also failed to pay timely wages to current and former non-exempt, hourly
27 employees and failed to maintain required employee records and provide accurate, itemized wage
28 statements.

1 **JURISDICTION AND VENUE**

2 8. The Superior Court of the State of California has jurisdiction in this matter because
3 Defendant, DHC Burbank LLC, a California limited liability company, is licensed to do business
4 under the laws of the State of California and does business in the State of California. No federal
5 question is at issue because Plaintiff's claims are based solely on California law.

6 9. The Superior Court of the State of California has jurisdiction in this matter because
7 Defendant, DHC Rosemead LLC, a California limited liability company, is licensed to do business
8 under the laws of the State of California and does business in the State of California. No federal
9 question is at issue because Plaintiff's claims are based solely on California law.

10 10. Venue is proper in this judicial district and the County of Los Angeles because
11 Defendants maintains their restaurants which are located in the County of Los Angeles and Plaintiff
12 worked for Defendants at their restaurant located in Burbank, California, a city located in the County
13 of Los Angeles within this judicial district. Many if not all of the other aggrieved employees also
14 worked for Defendants at their other restaurants located in the County of Lis Angeles.

15 **THE PARTIES**

16 11. During the statute of limitations period, Plaintiff was employed by Defendants as a
17 "lead" responsible for working the register and taking and preparing orders from customers, cooking,
18 cleaning, washing dishes and making deposits for Defendants in addition to other duties as assigned
19 by Defendants.

20 12. Defendant, DHC Burbank LLC is, and at all times relevant herein were, a limited
21 liability company organized and existing under the laws of the State of California. On information
22 and belief, Defendant is authorized to conduct business in the State of California and does conduct
23 business in the State of California.

24 13. Defendant, DHC Rosemead LLC is, and at all times relevant herein were, a limited
25 liability company organized and existing under the laws of the State of California. On information
26 and belief, Defendant is authorized to conduct business in the State of California and does conduct
27 business in the State of California.

28 14. At all relevant times herein, Defendants and other unknown and unnamed individuals

1 were the joint employers of Plaintiff and aggrieved employees. Defendants were the alter egos,
2 divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related
3 entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
4 ostensible, of each other as Defendants are owned and/or managed by the same entity, have the same
5 officers and apply the same illegal Labor Code violations to Plaintiff and the other aggrieved
6 employees. Each Defendant was completely dominated by his, her or its co-Defendants, and each
7 was the alter ego of the other. Moreover, at all material times there has been extensive interrelation
8 of operations, common management, centralized control of labor relations with respect to Plaintiff
9 and other aggrieved employees, and common ownership or financial control between all Defendants.

10 15. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
11 Plaintiff at this time, and Plaintiff therefore sues such defendants under fictitious names. Plaintiff is
12 informed and believes, and thereon alleges, that each defendant designated as a DOE is in some
13 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
14 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
15 DOE defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
16 names and capacities of such DOE defendants when ascertained.

17 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

18 16. On August 15, 2025, Plaintiff gave written notice by certified mail pursuant to
19 California Labor Code § 2699.3, to the California Labor and Workforce Development Agency
20 ("LWDA") and Defendants, of the specific provisions of the California Labor Code and IWC Wage
21 Order alleged to have been violated, including the facts and theories to support the alleged violations.
22 Plaintiff has not received any response from the LWDA. As Plaintiff has waited more than sixty-five
23 (65) days from the August 15, 2025, postmark date of his written notice before filing this action,
24 Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to
25 commence a representative action under the California Private Attorneys General Act of 2004
26 ("PAGA").

27 17. Pursuant to the PAGA, California Labor Code §§ 2698-2699.5, Plaintiff brings this
28 action on behalf of the State of California, and all other aggrieved employees (e.g., current and former

1 non-exempt employees of Defendants who are California citizens and performed work for Defendants
2 in the State of California at any time within the period beginning one (1) year prior to the August 15,
3 2025, notice Plaintiff provided to the LWDA and Defendants, and ending at the time this action
4 proceeds to final judgment (“statute of limitations period”).

5 **FACTUAL ALLEGATIONS**

6 **Failure to Provide Required Meal Periods**

7 **[Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order]**

8 18. During the statute of limitations period, as part of Defendants’ illegal policies and
9 practices to minimize labor costs and maximize corporate profits, Defendants have required,
10 permitted or otherwise suffered Plaintiff and aggrieved employees to perform work during their meal
11 periods, to completely skip their meal periods, to take late and short meal periods, and Defendants
12 have otherwise failed to provide the required meal periods to Plaintiff and aggrieved employees as
13 required under California Labor Code §§ 226.7, 512 and § 11 of the applicable IWC Order.

14 19. Defendants have implemented several practices that have caused Plaintiff and
15 aggrieved employees to systematically miss and otherwise take non-compliant meal periods.
16 Defendants systematically understaff its restaurants such that aggrieved employees are given so much
17 work to complete that they regularly miss or otherwise take non-compliant meal periods. As a direct
18 consequence of this understaffing, Plaintiffs and aggrieved employees have so much work to
19 complete within their scheduled shifts that they are forced to skip their meal periods altogether, to
20 take them after working longer than five (5) hours, to perform work during their meal periods, or
21 return to work after taking less than a thirty (30) minute meal period. Moreover, Plaintiff and other
22 aggrieved employees need to secure permission before taking a meal period, which is often denied
23 by supervisors.

24 20. There are also frequent occasions when Plaintiff and aggrieved employees need to
25 perform other duties immediately before the time during which they are legally entitled to take a meal
26 period. Pursuant to Defendants’ policies, Plaintiff and aggrieved employees cannot simply drop their
27 job duties and leave a customer, refuse an order, or stop cooking or cleaning in order to take a meal
28 period. Consequently, Plaintiff and aggrieved employees regularly miss meal periods, take late meal

1 periods, return early from meal periods, and even clock out for meal periods but continue working.

2 21. Plaintiff and aggrieved employees need to secure permission before taking a meal
3 period. Plaintiff and aggrieved employees often cannot simply stop taking an order from a customer
4 or stop cleaning to take their meal period, and their inability to secure coverage frequently causes
5 them to miss and otherwise take non-compliant meal periods.

6 22. Despite the foregoing, Defendants have implemented a policy and practice of actively
7 discouraging the issuance of meal period premium payments, and in the process, Defendants have
8 violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order, by failing to
9 compensate Plaintiff and aggrieved employees who were not authorized and permitted to take a
10 complete, timely, uninterrupted meal period, one additional hour of compensation at the proper
11 regular rate of pay for each workday that such a meal period was not authorized or permitted.

12 23. Defendants also implemented unlawful meal period policies by compensating Plaintiff
13 and aggrieved employees for interrupted meal periods only for their actual work time, as opposed to
14 paying them the legally required premium payments for non-compliant meal periods.

15 **Failure to Provide Required Rest Breaks**

16 **[Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order]**

17 24. During the statute of limitations period, as part of Defendants' illegal policies and
18 practices to minimize labor costs and maximize corporate profits, Defendants have failed to authorize
19 and permit Plaintiff and other aggrieved employees to take rest breaks as required under California
20 Labor Code §§ 226.7 and 512, and § 12 of the applicable IWC Wage Order.

21 25. The same or similar policies and practices that deprive Plaintiff and other aggrieved
22 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
23 take their first and second and third rest breaks. As alleged herein, Defendants understaff their
24 restaurants, which creates so much work for Plaintiff and other aggrieved employees that they are
25 frequently unable to take their rest breaks. Moreover, Plaintiff and aggrieved employees need to first
26 secure permission before taking a rest break. Plaintiff and aggrieved employees often cannot simply
27 stop assisting a customer or stop cleaning to take a rest break, and their inability to secure coverage
28 causes them to regularly miss and otherwise take non-compliant rest breaks.

26. Defendants also fails to provide adequate training regarding its legal obligations with respect to the provision of rest breaks, does not implement a schedule regarding rest breaks for non-exempt employees, and often interrupts staff who try to take rest periods. In short, Defendants essentially have non-existent rest break policies, as there is no guidance or specification as to when Plaintiff and other aggrieved employees are authorized and permitted to take rest breaks during their shifts.

27. Defendants also violated California Labor Code § 226.7, and § 12 of the applicable IWC Order, by failing to pay Plaintiff and other aggrieved employees who were not provided with a rest break, in accordance with the applicable wage order, one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

Failure to Pay Overtime Wages

[Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order]

28. Pursuant to California Labor Code §§ 510, 1194, and § 3 of the applicable IWC Order, Defendants are required to compensate Plaintiff and other aggrieved employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

29. During the statute of limitations period, Defendants failed to compensate Plaintiff and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other methods: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194 and § 3 of the applicable IWC Order, requiring, permitting or suffering Plaintiff and other aggrieved employees to work off-the-clock, and to work through meal and rest breaks, but not compensating them for this time, unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor of Defendants, improperly calculating the regular rate of pay based on bonuses, commissions, and other remuneration, failing to compensate for travel time; and other

1 methods to be discovered.

2 30. In a short-sighted attempt to maximize profits, Defendants understaff their restaurants.
3 Not only has this practice resulted in widespread missed meal and rest breaks, but it has also caused
4 Plaintiff and other aggrieved employees to perform work while off-the-clock. Defendants have actual
5 or constructive knowledge of this off-the-clock work and subtly condone it. Plaintiff and other
6 aggrieved employees routinely arrive to work early to check so that they are prepared and ready to
7 begin performing their duties promptly at the start of their shifts, as they must be pursuant to the
8 requirements of Defendants. Defendants know that Plaintiff and other aggrieved employees perform
9 this work off-the-clock.

10 31. Defendants have knowingly and willfully refused to perform its obligations to
11 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
12 violation of California Labor Code §§ 510, 1194 and 1198, and § 3 of the applicable IWC Order.

13 **Failure to Pay Minimum Wages**

14 **[Labor Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order]**

15 32. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of the applicable IWC Wage Order,
16 payment to an employee of less than the applicable minimum wage for all hours worked in a payroll
17 period is unlawful.

18 33. During the statute of limitations period, the hourly rates for Plaintiff and other
19 aggrieved employees were precisely at California minimum wage. Based on this common practice,
20 Defendants failed to pay Plaintiff and other aggrieved employees minimum wages for all hours
21 worked by requiring, permitting or suffering Plaintiff and other aggrieved employees to work off the
22 clock, such as requiring them to work through meal and rest breaks but not compensating them for
23 this time, unlawful rounding of time worked by Plaintiff and the other aggrieved employees in favor
24 of Defendants, and failing to include this time in all hours worked, and other methods to be
25 discovered.

26 34. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
27 of the applicable IWC Wage Orders. As a proximate result of the aforementioned violations, Plaintiff
28 and other aggrieved employees have been damaged in an amount according to proof at trial.

1 Therefore, pursuant to California Labor Code §§ 200, 203, 226, 1194, 1197.1, and any other
2 applicable law, Plaintiff and other aggrieved employees are entitled to recover the unpaid balance of
3 wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of
4 suit.

5 **Failure to Timely Pay Wages During Employment**

6 **[Labor Code § § 200, 204 and 210]**

7 35. Pursuant to California Labor Code § 200, Plaintiff and the other aggrieved
8 employees shall be paid wages for all labor performed for the benefit of Defendants. Labor
9 Code § 204, for all labor performed between the 1st and 15th days of any calendar month, Defendants
10 are required to pay its nonexempt employees between the 16th and 26th day of the month during
11 which the labor was performed. California Labor Code § 204 also provides that for all labor
12 performed between the 16th and 26th days of any calendar month, Defendants are required to pay its
13 non-exempt employees between the 1st and 10th day of the following calendar month. In addition,
14 California Labor Code § 204 provides that all wages earned for labor in excess of the normal work
15 period shall be paid no later than the payday of the next regular payroll period.

16 36. During the statute of limitations period, Defendants have knowingly and willfully
17 failed to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the
18 next regular payroll period as required by California Labor Code § 204, including but not limited to,
19 compensation for missed meal and rest breaks, proper overtime wages due to an unlawful calculation
20 of the regular rate of pay, and for work performed off-the-clock.

21 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

22 **[Labor Code §§ 201, 202 and 203]**

23 37. Pursuant to California Labor Code §§ 201, 202 and 203, Defendants are required to
24 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
25 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
26 the time of discharge are due and payable immediately.

27 38. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
28 all accrued wages due to an employee no later than 72 hours after the employee quits his or her

1 employment, unless the employee provided 72 hours previous notice of his or her intention to quit,
2 in which case the employee is entitled to his or her wages at the time of quitting.

3 39. California Labor Code § 203 provides that if an employer willfully fails to pay, in
4 accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who
5 quits, the employer is liable for waiting time penalties in the form of continued compensation to the
6 employee at the same rate for up to 30 workdays.

7 40. During the statute of limitations period, Defendants have willfully failed to pay
8 accrued wages and other compensation to Plaintiff and other aggrieved employees in accordance with
9 California Labor Code §§ 201 and 202. On information and belief, Defendants do not have sufficient
10 policies to provide aggrieved employees with their final paychecks within the timeframes required
11 under California law. Defendants continue to fail to properly compensate other aggrieved employees
12 for all hours worked when due, overtime wages, and compensation for non-compliant meal and rest
13 breaks, Defendants also willfully failed and continue to fail to pay accrued wages and other
14 compensation to the aggrieved employees in accordance with California Labor Code §§ 201 and 202.

15 **Failure to Pay All Gratuities and Tips**

16 **[Labor Code §§350-351]**

17 41. California law provides that gratuities left for an employee for services performed
18 belong to the employee and not the employer. In particular, Labor Code §351 provides, "No
19 Employer or agent shall collect, take or receive any gratuity or a part thereof that is paid, given to,
20 or left for an employee by a patron ... Every gratuity is hereby declared to be the sole property of
21 the employee or employees to whom it was paid, given, or left for." See, Labor Code §350. Here,
22 Defendants failed to pay Plaintiff and the other aggrieved employees all tips received from
23 Defendants' customers when customers paid by credit card or other electronic means.

24 **Failure to Furnish Accurate Itemized Wage Statements**

25 **[Labor Code § 226(a) and § 7 of the applicable IWC Order]**

26 42. During the statute of limitations period, Defendants routinely failed to provide
27 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
28 Defendants' pay stubs have violated California Labor Code § 226. Next, Defendants are not

1 providing Plaintiff and other aggrieved employees with proper meal periods and rest breaks but
2 intentionally fails to include in their wage statements one (1) additional hour of compensation at their
3 regular rates of pay for each non-compliant meal period or rest break. Moreover, Defendants have
4 failed to pay proper overtime wages to Plaintiff and other aggrieved employees and their wage
5 statements therefore fail to reflect the correct hourly rates worked by Plaintiff and other aggrieved
6 employees. Moreover, Defendants failed to pay Plaintiff and the other aggrieved employees all tips
7 received from Defendants' patrons which were not listed on the wage statements received from
8 Plaintiff and the other aggrieved employees, thereby making the wage statements inaccurate.

9 43. In order to conceal its wage theft, Defendants knowingly and intentionally failed to
10 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements
11 in accordance with Labor Code § 226(a) and § 7 of the applicable IWC Order.

12 44. Plaintiff and other aggrieved employees suffered injury as a result of the failure of
13 Defendants to provide timely and accurate itemized wage statements because it prevented them from
14 discovering the scope and extent of Defendants' violations of California wage and hour laws,
15 prevented them from being able to accurately determine the gross wages earned, the total hours
16 worked, all deductions made, the net wages earned, all applicable hourly rates in effect during each
17 pay period and the corresponding number of hours worked at each hourly rate and the balance and
18 available amount of sick leave.

19 **Failure to Maintain Required Records**

20 **[Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Order]**

21 45. During the statute of limitations period, as part of Defendants' illegal payroll policies
22 and practices to deprive Plaintiff and other aggrieved employees of all wages earned and due,
23 Defendants knowingly and intentionally failed to maintain records as required under California Labor
24 Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Wage Order, including but not limited to
25 the following records: total daily hours worked by each employee; applicable rates of pay relating to
26 non-discretionary bonuses, including but not limited to, overtime and double-time; all deductions;
27 meal and/or rest periods; time records showing when each employee begins and ends each work
28 period; and accurate itemized statements that reflect all compensation, rates of pay for all

1 compensation paid and remuneration owed and due to them. Defendants have knowledge that they
2 were not providing its non-exempt employees with proper meal and rest periods, but knowingly failed
3 to include in the wage statements one (1) extra hour of compensation for each missed meal and rest
4 period. Defendants also illegally and inaccurately recorded the time in which Plaintiff and other
5 aggrieved employees worked. Defendants also failed to maintain accurate, itemized wage statements,
6 as alleged above.

7 **Failure to Indemnify Employees for Necessary Expenditures**

8 **[Cal. Lab. Code § 2802]**

9 46. California Labor Code § 2802(a) requires an employer to indemnify an employee for
10 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
11 of his or her duties, or of his or her obedience to the directions of the employer.

12 47. During the Statute of Limitations Period, Defendants have failed to reimburse
13 aggrieved employees for the usage of their personal cellular phones, in addition to other supplies.
14 Defendants did not reimburse Plaintiff and other aggrieved employees for the costs of the
15 expenditures relating to their cellular phones, face masks, maintenance of their mandatory uniforms,
16 mileage reimbursements, and other methods yet to be discovered.

17 **[Failure to Provide Suitable Seating]**

18 **IWC Wage Order No. 5-2001, § 14]**

19 48. IWC Wage Order No. 5-2001, § 14 provides:

20 “(A) All working employees shall be provided with suitable seats when
21 the nature of the work reasonably permits the use of seats.

22 (B) When employees are not engaged in the active duties of their employment
23 and the nature of the work requires standing, an adequate number of suitable
24 seats shall be placed in reasonable proximity to the work area and employees
shall be permitted to use such seats when it does not interfere with the
performance of their duties.”

25 49. Defendants fail to provide suitable seating by not providing any seats or stools for
26 Plaintiff and other aggrieved employees within close proximity of their work areas. The nature of
27 the work reasonably permits the use of seats by Plaintiff and the other aggrieved employees. To the
28 extent that the use of seats could interfere with their work duties, at all times herein it is and has

1 been reasonable for Defendants to place seats in reasonable proximity to the work areas to be used
2 by Plaintiff and other aggrieved employees when doing so would not interfere with their job duties.

3 **Failure to Implement a Workplace Violence Prevention Policy**

4 **[California Labor Code §§6401.7 and 6401.9]**

5 50. California Labor Code §§6401.7 and 6401.9 required Defendants to develop and
6 implement a workplace violence prevention plan in accordance with newly codified Labor Code
7 section 6401.9, which sets out the requirements for the plan. Starting July 1, 2024, Defendants were
8 required to establish, implement, and maintain a Workplace Violence Prevention Plan that includes:
9 1) implementation of a Workplace Violence Prevention Plan; 2) maintaining a violence incidence
10 log; 3) training program to discuss and prevent workplace violence; and 4) maintain records relating
11 to workplace violence which includes, records of workplace violence hazard identifications,
12 evaluations, and correction must be created and maintained for a minimum of five years; training
13 records must be created and maintained;. incident logs; and records of workplace violence incident
14 investigations under must be maintained.

15 51. Defendants willfully failed to implement a Workplace Violence Prevention Policy
16 starting on or about July 1, 2024. For instance, when homeless vagrants entered the restaurant
17 where Plaintiff worked and became violent, Plaintiff was unaware what steps could be taken to
18 prevent violence in the workplace. Plaintiff and the other aggrieved employees are entitled to
19 recover penalties up to \$25,000 for serious violations, and up to \$158,727 for “willful”
20 violations. See, Labor Code §§6401.7, 6401.9, 6428, and 6429.

21 **Failure to Implement Heat & Temperature Illness Prevention Laws**

22 **[California Code of Regulations, Title 8, section 3395 Heat Illness Prevention,**

23 **Labor Code §§ 6308, 6317 and any other statutes]**

24 52. Defendants were required to and willfully failed to maintain adequate temperatures
25 which created excessive heat or humidity exposing Plaintiff and the other aggrieved employees to
26 temperature related hazards. Defendants failed to maintain a comfortable working environment for the
27 aggrieved employees who often work outside installing solar panels on roofs and other locations where
28 the temperatures exceed 82°F.

1 53. On June 20, 2024, the Occupational Safety and Health Standards Board approved
2 California Code of Regulations, Title 8, section 3396, “Heat Illness Prevention in Indoor Places of
3 Employment”. This standard applies to most workplaces where the indoor temperature reaches 82°F. It
4 established required safety measures for indoor workplaces to prevent worker exposure to risk of heat
5 illness. This standard went into effect on July 23, 2024. Defendants willfully failed to comply with the
6 mandates of the new OSHA regulations and California law.

7 54. The applicable provisions of the IWC Wage Orders required temperature to be
8 maintained by Defendants at comfortable levels. Defendants have an affirmative duty to prevent and
9 reduce excessive heat or humidity created by the work environment, location, department or any other
10 area of work that creates excessive heat and where employees are exposed to heat illness thereby
11 requiring safety measures including, but not limited to, recovery periods. Defendants, however, have no
12 written policy regarding preventative measures as required by California law or as required by Labor
13 Code § 226.7 and the recently enacted OSHA standards requiring employer to take affirmative measures
14 to prevent heat illness for indoor employees pursuant to California Code of Regulations, Title 8, section
15 3395 Heat Illness Prevention, Labor Code §§ 6308, 6317 and any other statutes conferring enforcement
16 powers upon the Division.

17 55. Pursuant to California Labor Code §6721, Defendants were mandated to implement
18 an indoor heat prevention standards as set forth in the recently amended Sections 3395 and 3396 of
19 Title 8 of the California Code of Regulations, otherwise known as the Maria Isabel Vasquez
20 Jimenez heat illness standard. Defendants failed to implement Indoor Heat Prevention policies at
21 Empire Imports’ facilities and warehouses throughout the State of California.

22 56. Section 3396 required Defendants to establish, implement, and maintain an effective
23 Heat Illness Prevention Plan for indoor places of employment. The plan must be in writing and
24 include procedures for water provision, access to cool-down areas, temperature measurement,
25 emergency response, and acclimatization. Defendants failed to establish, implement and maintain
26 an effective Heat Illness Prevention Plan for both indoor and outdoor places of employment for
27 Plaintiff and the other Aggrieved Employees.

28 57. Defendants’ failure to comply with California Labor Code §6721 and the recently

1 amended Section 3395 of Title 8 of the California Code of Regulations will result in the imposition
2 of substantial civil penalties. In particular, California Labor Code §6428 provides that any
3 employer which violates any occupational safety or health standard shall be assessed a civil penalty
4 of up to \$25,000 for each serious violation. Employers who operate without an injury prevention
5 program can be assessed heightened penalties of up to \$124,709. See, California Labor Code
6 §6429. Thus, the maximum amounts of penalties should be imposed against Defendants based upon
7 the failure to implement a heat prevention program.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

10 **[Cal. Lab. Code § 2698 *et seq.*]**

11 **(On Behalf of Plaintiff and the Aggrieved Employees Against Defendants)**

12 58. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 57 above.

14 59. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
15 2699(c), and a proper representative to bring a civil action on behalf of herself and other aggrieved
16 employees pursuant to the procedures specified in California Labor Code § 2699.3, because Plaintiff
17 was employed by Defendants and one or more of the alleged California Labor Code violations was
18 committed against Plaintiff during the statute of limitations period.

19 60. Plaintiff seeks to recover civil penalties through a representative action permitted by
20 PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969. Thus,
21 class certification is not required.

22 61. Pursuant to California Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil
23 penalties from Defendants in a representative action for the violations set forth above, including but
24 not limited to, violations of California Labor Code §§ 200, 201, 202, 203, 204, 210, 226, 226.7, 246,
25 510, 512, 558, 1174, 1194, 2802 and for the violations of the applicable IWC Wage Order alleged
26 above.

27 62. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties
28 against Defendants for violations of California Labor Code provisions for which a civil penalty is

specifically provided, including but not limited to, the following:

a. Pursuant to California Labor Code § 210, for violations of California Labor Code § 204, Defendants are subject to civil penalties in the amount of one hundred dollars (\$100) for the initial violation for each failure to pay each employee, and two hundred dollars (\$200) per employee for violations in subsequent pay periods.

b. Pursuant to California Labor Code § 1174.5, for violations of California Labor Code § 1174(d), Defendants are subject to civil penalties of five hundred dollars (\$500), for Plaintiff and each aggrieved employee.

63. California Labor Code § 2699 provides that for all California Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

64. Plaintiff seeks to recover such civil penalties under California Labor Code § 2699(f) for Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to, California Labor Code §§ 200, 201, 202, 203, 204, 226.7, 350, 351, and 1197, and for the violations of the applicable IWC Wage Order alleged above.

65. All civil penalties sought and recovered under this action will be allocated as follows: sixty-five (65) percent to the State of California and thirty-five (35) percent to Plaintiff and aggrieved employees.

66. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1) and California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees and the State of California, prays for relief against Defendants, as follows:

1. For civil penalties according to proof;

2. For reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions providing for

1 attorneys' fees and costs; and

2 3. For such further relief that the Court may deem just and proper.

3 DATED: October 23, 2025

THE WHEELER LAW FIRM, APC

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5 By: _____

6 Scott Ernest Wheeler

Justin A. Wheeler

7 *Attorneys for Plaintiff and the aggrieved*
8 *employees*

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