

1 DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
2 lwlee@diversitylaw.com
Simon L. Yang (State Bar No. 260286)
3 sly@diversitylaw.com
515 South Figueroa Street, Suite 1250
4 Los Angeles, California 90071
Telephone: (213) 488-6555
5 Facsimile: (213) 488-6554

6 POLARIS LAW GROUP
William L. Marder (State Bar No. 170131)
7 bill@polarislawgroup.com
501 San Benito Street, Suite 200
8 Hollister, California 95023
Telephone: (831) 531-4214
9 Facsimile: (831) 634-0333

10 Attorneys for Plaintiff

11 *[Additional Counsel on Following Page]*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**

14 DANIEL AGUILAR, as an individual and on
behalf of all others similarly situated, and as a
15 private attorney general,

16 Plaintiff,

17 vs.

18 RISE BAKING COMPANY, LLC, a Delaware
limited liability company; BRILL, INC., a
19 Delaware corporation; and DOES 1 through 50,
20 inclusive,

21 Defendants.
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Case No. CIVRS2506793

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Overtime
(Lab. Code §§ 510, 1194, 1198);
- (2) Unpaid Sick Pay Wages
(Lab. Code §§ 201-204, 233, 246);
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));
- (4) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (5) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)
- (6)

DEMAND OVER \$35,000.00

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB 04 2026

BY 
LILIANA MARISCAL, DEPUTY

1 LAW OFFICES OF CHOI & ASSOCIATES
Edward W. Choi (State Bar No. 211334)
2 edward.choi@choiandassociates.com
515 South Figueroa Street, Suite 1250
3 Los Angeles, California 90071
Telephone: (213) 381-1515
4 Facsimile: (213) 465-4885

5 HYUN LEGAL, APC
Dennis S. Hyun (State Bar No. 224240)
6 dhyun@hyunlegal.com
515 South Figueroa Street, Suite 1250
7 Los Angeles, California 90071
Telephone: (213) 488-6555
8 Facsimile: (213) 488-6554

9 Attorneys for Plaintiff

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1 On behalf of himself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Daniel Aguilar, submits this First Amended Class
3 and Representative Action Complaint against Defendants Rise Baking Company, LLC, Brill, Inc., and
4 Does 1 through 50 (collectively, "Defendants").

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is
8 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate
9 indifference and conscious disregard to the rights of employees by underpaying overtime wages,
10 underpaying sick pay wages, failing to timely pay all wages during employment or upon termination of
11 employment, and by failing to provide complete and accurate itemized wage statements. The Complaint
12 seeks damages, penalties, and other relief pursuant to, among other provisions, Labor Code sections
13 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 233, 246, 510, 1194, 1198, and 2698 et seq., and the
14 Unfair Competition Law, codified at Business and Professions Code sections 17200 et seq. (the
15 "UCL").¹

16 2. Plaintiff and other non-exempt employees earn non-base hourly wages or other non-
17 hourly, non-discretionary remuneration, including for example shift differentials. Plaintiff and other
18 non-exempt employees also regularly work more than 8.0 hours in a day or 40.0 hours in a workweek.
19 Defendants fail to consider Plaintiff and other non-exempt employees' non-base hourly wages or other
20 non-hourly, non-discretionary remuneration, including for example shift differentials, when calculating
21 their overtime rates of pay. Defendants thus routinely underpay overtime wages to Plaintiff and other
22 non-exempt employees.

23 3. Defendants also fail to pay sick pay wages at the regular rate of pay. Plaintiff and other
24 non-exempt employees earn non-base hourly wages or other non-hourly, non-discretionary
25 remuneration, including for example bonuses and incentives. Defendants fail to consider such wages
26 when paying sick pay wages. Rather than pay sick pay wages at the regular rate of pay, Defendants
27 underpay sick pay wages to Plaintiff and other non-exempt employees at their base rates of pay.

28 ¹ Except as otherwise noted, all "Section" references are to the Labor Code.

4. Because Plaintiff and other non-exempt employees are not paid overtime at the proper multiple of their regular rates and are not paid sick pay wages at their regular rates, Defendants routinely fail to timely pay Plaintiff and other non-exempt employees all wages during employment or upon separation of employment. Moreover, Defendants also routinely fail to furnish wage statements that accurately show and itemize all applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

5. Plaintiff is informed and believes that Defendants have engaged in, among other things, a system of willful violations of the Labor Code by creating and maintaining policies, practices, and customs that knowingly deny its employees the above stated rights and benefits.

6. The policies, practices, and customs of Defendants result in unjust enrichment of Defendants and an unfair business advantage over businesses that comply with the Labor Code.

JURISDICTION AND VENUE

7. The Complaint seeks relief exceeding \$35,000.00. The Court has jurisdiction of Defendants' violations of Sections 201-204, 210, 218, 218.5, 218.6, 226, 226.3, 233, 246, 510, 1194, 1198, and 2698 et seq., and the UCL.

8. Venue is proper in the County of San Bernardino. Plaintiff worked for Defendants in Colton, California.

PARTIES

9. Until his employment ended in August of 2025, Plaintiff worked for Defendants and was paid on an hourly basis as a non-exempt employee. Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example shift differential, bonuses, and incentives. When Plaintiff worked more than 8.0 hours in a day or 40.0 hours in a workweek, Plaintiff was not paid overtime wages at the proper multiple of his regular rate of pay. Throughout his employment, Plaintiff also accrued and actually used sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff's base rate of pay rather than his regular rate of pay. Plaintiff was not timely paid all due wages during employment or upon separation of employment and also was not provided with accurate itemized wage statements.

1 Plaintiff thus is a victim of the policies, practices, and customs of Defendants complained of in this
2 action in ways that have deprived Plaintiff of the rights guaranteed by the Labor Code and the UCL.

3 10. Plaintiff is informed and believes that Rise Baking Company, LLC was and is a
4 Delaware limited liability company. Plaintiff is informed and believes that Brill, Inc. was and is a
5 Delaware corporation. Plaintiff is informed and believes that at all times herein mentioned named
6 defendants and Does 1 through 50, were and are corporations, business entities, individuals, or
7 partnerships that are and were licensed to do business and actually doing business in the State of
8 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are
9 subject to Sections 201-204, 210, 218, 218.5, 218.6, 226, 233, 246, 510, 1194, and 1198, and the UCL.

10 11. Plaintiff does not know the true names or capacities of the defendants sued herein as
11 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
12 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
13 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
14 responsible in some way for the matters alleged herein and proximately caused the illegal employment
15 practices, wrongs, and injuries complained of herein.

16 12. At all times mentioned herein, each of said Defendants participated in the doing of the
17 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
18 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
19 scope of said agency and employment.

20 13. Plaintiff is informed and believes that at all times material hereto, each of said
21 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
22 each of the other Defendants and was acting within the course and scope of such agency, employment,
23 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by
24 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
25 omissions of the acting Defendants.

26 14. Plaintiff is informed and believes that at all times material hereto each of the Defendants
27 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
28

1 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
2 pursuance of, a joint venture, partnership, or common enterprise.

3 CLASS ACTION ALLEGATIONS

4 15. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
5 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
6 the State of California who have been paid overtime in a workweek since August 15, 2021, in a
7 workweek in which they also earned non-base hourly wages or other non-hourly, non-discretionary
8 remuneration, including for example shift differentials (the "Overtime Class"); (ii) all current and
9 former non-exempt employees of Defendants in the State of California who have been paid sick pay
10 wages in a workweek since August 15, 2021, in which they also earned non-base hourly wages or other
11 non-hourly, non-discretionary remuneration, including for example incentives and bonuses (the "Sick
12 Pay Class"); and (iii) all current and former non-exempt employees of Defendants in the State of
13 California who either have earned (1) non-base hourly wages or other non-hourly, non-discretionary
14 remuneration, including for example shift differentials, in a workweek since August 15, 2024, in which
15 they also were paid overtime, or (2) have earned non-base hourly wages or other non-hourly, non-
16 discretionary remuneration, including for example incentives and bonuses, in a workweek since August
17 15, 2024, in which they also were paid sick pay wages (the "Wage Statement Class"). The Overtime
18 Class, Sick Pay Class, and Wage Statement Class are collectively referred to as the "Class."

19 16. **Numerosity and Ascertainability:** The members of the Class are so numerous that
20 joinder of all members would be impractical, if not impossible. The identities of the members of the
21 Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is
22 informed and believes that Defendants violated Sections 201-204, 210, 218, 218.5, 218.6, 226, 233, 246,
23 510, 1194, and 1198, and the UCL against Plaintiff and the Class by underpaying overtime wages,
24 underpaying sick pay wages, failing to timely pay all wages during employment or upon separation of
25 employment, and failing to provide complete and accurate itemized wage statements.

26 17. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
27 represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready,
28 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have

1 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
2 and-hour class actions currently pending in California state and federal courts.

3 18. **Common Question of Law and Fact:** There are predominant common questions of law
4 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
5 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
6 underpaying overtime wages, underpaying sick pay wages, failing to timely pay all wages during
7 employment or upon separation of employment, and failing to provide complete and accurate itemized
8 wage statements.

9 19. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
10 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
11 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt
12 employee and earned non-base hourly wages or other non-hourly, non-discretionary remuneration,
13 including for example shift differentials, incentives, and bonuses. When Plaintiff worked more than 8.0
14 hours in a day or 40.0 hours in a workweek, Plaintiff was not paid overtime wages at the proper
15 multiple of his regular rate of pay. Throughout his employment, Plaintiff also accrued and actually used
16 sick leave. When sick leave was used in workweeks that Plaintiff earned non-base hourly wages or
17 other non-hourly, non-discretionary remuneration in addition to his base hourly wages, sick pay wages
18 were paid at Plaintiff's base rate of pay rather than his regular rate of pay. Plaintiff was not timely paid
19 all due wages during employment or upon separation of employment and also was not provided with
20 accurate itemized wage statements. Plaintiff thus is a member of the Class and has suffered the alleged
21 violations of the Labor Code.

22 20. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
23 in establishing minimum working conditions and requirements in California. These labor standards
24 protect employees from onerous terms and conditions of employment or exploitation by employers who
25 have superior economic and bargaining power.

26 21. The nature of this action and the format of laws available to Plaintiff and members of the
27 Class make the class action format a particularly efficient and appropriate procedure to redress the
28 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate

1 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
2 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and
3 legal resources. Requiring each member of the Class to pursue an individual remedy would also
4 discourage the assertion of lawful claims by employees who would be disinclined to file an action
5 against their former or current employer for real and justifiable fear of retaliation and permanent
6 damage to their careers at their current or subsequent employment.

7 22. The prosecution of separate actions by individual members of the Class, even if possible,
8 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
9 members of the Class that would establish potentially incompatible standards of conduct for
10 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
11 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
12 of other members of the Class not parties to the adjudications. Further, the claims of the individual
13 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
14 the concomitant costs and expenses.

15 23. Defendants' pattern, practice, and uniform administration of corporate policy in violation
16 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
17 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 233, 246, 510,
18 1194, and 1198, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to
19 recover damages and restitution, including unpaid wages and interest thereon, applicable penalties,
20 reasonable attorneys' fees, and costs of suit.

21 24. This action is brought for the benefit of the Class, which is commonly entitled to a
22 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
23 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

24 **FIRST CAUSE OF ACTION**

25 **Unpaid Overtime (Lab. Code §§ 510, 1194, 1198)**

26 **(By Plaintiff and the Overtime Class Against All Defendants)**

27 25. The preceding paragraphs are re-alleged and incorporated by this reference.
28

1 26. Section 510 and the applicable IWC Wage Order provide that “[a]ny work in excess of
2 eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight
3 hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no
4 less than one and one-half times the regular rate of pay for an employee” and that “[a]ny work in excess
5 of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for
6 an employee.” Section 1198 makes unlawful conditions of labor that are prohibited by the applicable
7 IWC Wage Order.

8 27. Plaintiff and the Overtime Class regularly work more than 8.0 hours in a day or 40.0
9 hours in a workweek. As a matter of policy and practice, when Plaintiff and the Overtime Class work
10 hours entitled to overtime wages, Defendants routinely underpay overtime wages for hours exceeding
11 8.0 hours in a day or 40.0 in a workweek. Specifically, whenever Plaintiff and the Overtime Class are
12 paid non-base hourly wages or other non-hourly, non-discretionary remuneration, including for example
13 shift differentials, Defendants fail to consider such earnings when paying overtime wages and thus fail
14 to pay the required overtime rates of pay. As such, Plaintiff and the Overtime Class are owed overtime
15 wages.

16 28. Moreover, all owing wages must be paid timely. Section 204 provides that wages are
17 generally due and payable no later than seven days after the end of a pay period or at least twice during
18 each calendar month, on days designated in advance as the regular paydays. Section 201 provides that if
19 an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
20 payable immediately. Section 202 provides that an employee is entitled to receive all unpaid wages no
21 later than 72 hours after an employee quits his or her employment, unless the employee has given
22 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is
23 entitled to his or her wages at the time of quitting. Section 203 provides that if an employer willfully
24 fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the employee shall
25 continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
26 for more than thirty (30) days.

27 29. Based on Defendants’ failure to pay overtime wages to Plaintiff and the Overtime Class,
28 as a matter of policy and practice, Defendants fail to timely pay Plaintiff and the Overtime Class all due

1 wages during employment and fail to timely pay all due wages upon separation of employment. On
2 information and belief, Defendants were advised by skilled lawyers and knew, or should have known,
3 of the mandates of the Labor Code as it relates to Plaintiff's allegations. Because Defendants willfully
4 fail to timely pay Plaintiff and the Overtime Class all wages due, Defendants are subject to applicable
5 penalties pursuant to Sections 203 and 210, among other Labor Code provisions.

6 30. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
7 entitles Plaintiff and the Overtime Class to recover unpaid overtime and interest thereon, applicable
8 penalties, attorneys' fees, and costs of suit.

9 SECOND CAUSE OF ACTION

10 Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 233, 246)

11 (By Plaintiff and the Sick Pay Class Against All Defendants)

12 31. The preceding paragraphs are re-alleged and incorporated by this reference.

13 32. Section 233 provides that an employer must permit an employee to use accrued sick leave
14 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246
15 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section
16 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to
17 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)
18 "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of
19 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually
20 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated
21 by dividing the employee's total wages, not including overtime premium pay, by the employee's total
22 hours worked in the full pay periods of the prior 90 days of employment." Under Sections 204, 218, and
23 233, employees may sue to recover underpaid sick pay wages as damages.

24 33. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and the
25 Sick Pay Class at the incorrect rate of pay. Plaintiff and the Sick Pay Class regularly use accrued sick
26 leave in workweeks in which they also earn non-base hourly wages or other non-hourly, non-
27 discretionary remuneration, including for example incentives and bonuses. As a matter of policy and
28 practice, Defendants pay sick pay wages to Plaintiff and the Sick Pay Class at the base hourly rate of

1 pay, as opposed to the regular rate of pay, which would consider all non-base hourly wages or other non-
2 hourly, non-discretionary remuneration in addition to base hourly wages, or the rate resulting from
3 dividing the employee's total wages, not including overtime premium pay, by the employee's total hours
4 worked in the full pay periods of the prior 90 days of employment. As a result, Defendants underpay
5 sick pay wages to Plaintiff and the Sick Pay Class.

6 34. Section 204 provides that wages generally are due and payable twice during each
7 calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent
8 with Section 204, Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay
9 wages are due and to be paid no later than the payday for the next regular payroll period after accrued
10 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an
11 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section
12 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an
13 employee quits his or her employment, unless the employee has given 72-hour notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The
15 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer
16 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the
17 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages
18 shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations
19 of Section 204 and untimely payments during employment. Under Sections 203, 210, and 218,
20 employees may sue to recover applicable penalties.

21 35. As alleged herein and as a matter of policy and practice, Defendants routinely underpay
22 sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Class all owing and underpaid sick
23 pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and 246, among other Labor
24 Code provisions. Plaintiff is informed and believe that Defendants were advised by skilled lawyers and
25 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations,
26 especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages'
27 also include those benefits to which an employee is entitled as a part of his or her compensation,
28 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods.*,

1 *Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay
2 Plaintiff and the Sick Pay Class sick pay wages due, Defendants are subject to applicable penalties.

3 36. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
4 entitles Plaintiff and the Sick Pay Class to recover underpaid sick pay wages, including interest thereon,
5 applicable penalties, attorneys' fees, and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

8 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

9 37. The preceding paragraphs are re-alleged and incorporated by this reference.

10 38. Section 226(a) requires an employer to furnish to its employees itemized wage
11 statements that show accurate information, including without limitation, all applicable hourly rates in
12 effect during the pay period, gross wages earned, and net wages earned.

13 39. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage
14 Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail
15 to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the
16 applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

17 40. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
18 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs
19 of suit.

20 **FOURTH CAUSE OF ACTION**

21 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

22 **(By Plaintiff and the Overtime and Sick Pay Classes Against All Defendants)**

23 41. The preceding paragraphs are re-alleged and incorporated by this reference.

24 42. Plaintiff is informed and believes that at Defendants have engaged and continue to
25 engage in unfair and unlawful business practices in California by utilizing the employment policies and
26 practices alleged herein, including the underpayment of overtime wages and the underpayment of sick
27 pay wages.

43. Defendants' utilization of such unfair and unlawful business practices constitutes unfair and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed by the UCL. Defendants have deprived Plaintiff and the Class of the minimum working condition standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

44. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by means of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

FIFTH CAUSE OF ACTION

Violations of California Labor Code (Lab. Code §§ 2698 et seq.)

(By Plaintiff as a Proxy for the State Against All Defendants)

45. The preceding paragraphs are re-alleged and incorporated by this reference.

46. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this capacity, Plaintiff seeks penalties for Defendants' violations of Sections 201-204, 210, 226, 226.3, 233, 246, 510, 1194, 1197, 1197.1 and 1198, committed since August 14, 2024, against all aggrieved employees. As stated herein, Defendants fail to pay wages for all hours worked, to pay all overtime wages due, to timely pay wages during employment or upon termination, and to furnish accurate itemized wage statements. Under Section 2699(c), Plaintiff is an "aggrieved employee," as one or more of the alleged violations were committed against Plaintiff as an employee of Defendants.

47. On or about August 14, 2025, Plaintiff sent written notice to the Labor & Workforce Development Agency (“LWDA”) of specific facts and theories for Defendants’ above violations. Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the allegations in the written notice.

48. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all aggrieved employees for the period described above.

1
2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiff prays for judgment individually and for all others on whose behalf this
4 suit is brought against Defendants, jointly and severally, as follows:

- 5 1. For an order certifying the proposed Classes;
6 2. For an order appointing Plaintiff as the representative of the Classes;
7 3. For an order appointing Counsel for Plaintiff as Class Counsel;
8 4. Upon the First Cause of Action for damages, including unpaid wages and interest
9 thereon, penalties, and attorneys' fees and costs;
10 5. Upon the Second Cause of Action for damages, including unpaid wages and interest
11 thereon, penalties, and attorneys' fees and costs;
12 6. Upon the Third Cause of Action for damages, penalties, and attorneys' fees and costs;
13 7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired by
14 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
15 and for attorneys' fees and costs;
16 8. Upon the Fifth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
17 and for attorneys' fees and costs;
18 9. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
19 UCL, and Code of Civil Procedure section 1021.5; and
20 10. For such other and further relief that the Court may deem just and proper.

21 DATED: January 15, 2026

DIVERSITY LAW GROUP, P.C.

22 By: _____
23

Simon L. Yang
Simon L. Yang
Attorneys for Plaintiff