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8 on behalf of all others similarly situated

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/22/2026 6:19:52 PM

Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF SAN DIEGO**

11 MARIO BELTRAN, an individual and on
12 behalf of all others similarly situated,
13 Plaintiff,

14 v.

15 MILLER ENTERPRISES, LLC, a California
16 limited liability company; TOWER 23, L.P., a
17 California limited partnership; and DOES 1
18 through 100, inclusive,

19 Defendants.

CASE NO.: 25CU062203C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 226.8, 558, 1174.5, 1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1
2 Plaintiff MARIO BELTRAN, on behalf of Plaintiff and all others similarly situated, alleges
3 as follows:

4 **GENERAL ALLEGATIONS**

5 **INTRODUCTION**

6 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Miller
7 Enterprises, LLC, and any of its respective subsidiaries or affiliated companies within the State of
8 California ("Miller"), Tower 23, L.P., and any of its respective subsidiaries or affiliated companies
9 within the State of California ("Tower") (Miller, Tower, collectively, with DOES 1 through 100, as
10 further defined below, "Defendants") on behalf of Plaintiff and all other current and former non-
11 exempt employees in California employed by or formerly employed by Defendants ("Class
12 Members").

13 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
14 General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Defendants, and
15 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
16 the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of
17 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
18 in connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
19 204, 210, 221, 223, 226, 226.3, 226.7, 227.3, 233, 234, 245, 246, 510, 512, 551, 552, 558, 1174,
20 1174.5, 1182.12, 1194, 1194.2, 1198, 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage
21 Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants
22 during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-
23 exempt current and former employees that worked for Defendants during the PAGA Period.
24 Collectively, these employees are herein referred to as "Aggrieved Employees." The "PAGA Period"
25 refers to three years preceding the date notice was submitted to the LWDA, continuing past the date
26 of notice to the LWDA into perpetuity.

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1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff MARIO BELTRAN is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, maintenance.
6 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff MARIO BELTRAN
7 worked for Defendants from approximately May of 2025 through approximately July of 2025.

8 **B. Defendants**

9 4. Plaintiff is informed and believes and based thereon alleges that defendant Miller is,
10 and at all times relevant hereto was, a limited liability company organized and existing under and by
11 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
12 California. At all relevant times herein, Miller employed Plaintiff and similarly situated employees
13 within the State of California.

14 5. Plaintiff is informed and believes and based thereon alleges that defendant Tower is,
15 and at all times relevant hereto was, a limited partnership organized and existing under and by virtue
16 of the laws of the State of California and doing business in the County of Los Angeles, State of
17 California. At all relevant times herein, Tower employed Plaintiff and similarly situated employees
18 within the State of California.

19 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
21 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
24 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
25 defendants designated hereinafter as DOES when such identities become known.

26 7. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
27 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
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1 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
2 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
3 “Defendants,” it shall include Miller, Tower, and any of their parent, subsidiary, or affiliated
4 companies within the State of California, and DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 8. Plaintiff is informed and believes and based thereon alleges that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 9. All of the acts and conduct described herein of each and every corporate defendant was
12 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
13 and the officers and management-level employees of said corporate employers. In addition thereto,
14 said corporate employers participated in the aforementioned acts and conduct of their said employees,
15 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
16 of said corporate employees, agents, and representatives, the defendant corporation respectively and
17 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
18 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
19 agents and representatives.

20 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants, and each of them, are joint employers.

22 **JURISDICTION**

23 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
24 Civil Procedure section 410.10.

25 12. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
26 sections 392, et seq. because, among other things, San Diego County is where the causes of action
27 complained of herein arose; the county in which the employment relationship began; the county in
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1 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
2 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
3 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
4 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San
5 Diego County, and because Defendants employ numerous Class Members in San Diego County.

6 **FACTUAL BACKGROUND**

7 13. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to receive at wages for all time worked,
9 including regular, overtime, and double times wages, and that Plaintiff and Class Members were not
10 receiving all wages earned for work that was required to be performed.

11 14. For at least four (4) years prior to the filing of this action and continuing to the present,
12 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
13 them, in violation of California state wage and hour laws.

14 15. For at least four (4) years prior to the filing of this action and continuing to the present,
15 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
16 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
17 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
18 consecutive work days in a work week without being properly compensated for hours worked in
19 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
20 worked on the seventh consecutive work day in a work week.

21 16. On information and belief, Defendants did not accurately or appropriately compensate
22 Plaintiff and Class Members for all hours worked by, among other things, failing to accurately track
23 and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or
24 permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and
25 Class Members to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
26 to suffer under Defendants' control waiting in long lines to clock in, to clock out for meal periods and
27 continue working, and to don and doff required uniforms and/or safety prior to starting their shift. By
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1 way of example, Plaintiff and, upon information and belief, Class Members, had to load all of their
2 tools and prepare for their shift prior to clocking in, and had to explain the work they completed each
3 shift to a supervisor after clocking out, all to the detriment of Plaintiff and Class Members. Moreover,
4 upon information and belief, Defendants detrimentally rounded, edited, and/or manipulated time
5 entries so the hours recorded were less than the hours actually worked.

6 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
7 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
8 30-minute meal period for every five hours of work, or payment of one additional hour of pay at their
9 regular rate of pay when they did not receive a compliant meal period.

10 18. For at least four (4) years prior to the filing of this action and continuing to the present,
11 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
12 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
13 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
14 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
15 unprovided meal periods as required by California wage and hour laws.

16 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
17 have known that Plaintiff and Class Members were entitled to receive a ten-minute, off-duty,
18 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of
19 one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a
20 compliant rest period.

21 20. For at least four (4) years prior to the filing of this action and continuing to the present,
22 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members to take rest
23 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to
24 provide compensation for such unprovided rest periods as required by California wage and hour laws.

25 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
26 have known that Plaintiff and Class Members who separated from their employment with Defendants
27 during the statutory period were entitled to timely payment of all wages due. For at least three (3)
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1 years prior to the filing of this action and continuing to the present, Defendants have failed to pay
2 Plaintiff and Class Members the full amount of their wages owed to them upon termination and/or
3 resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing
4 to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to Labor Code
5 section 227.3.

6 22. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
7 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
8 statements and failed to abide by the requirements of Labor Code section 226. For at least one (1) year
9 prior to the filing of this action and continuing to the present, Defendants have failed to furnish
10 Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
11 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
12 period and the corresponding number of hours worked at each hourly rate; other such information as
13 required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further
14 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as
15 gross and net wages paid.

16 23. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
17 have known that Plaintiff and Class Members were entitled to receive their wages in a timely fashion.
18 For at least one (1) year prior to the filing of this action and continuing to the present, Defendants
19 have failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages for
20 labor performed in a timely fashion as required under Labor Code section 204.

21 24. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
22 have known that Plaintiff and Class Members were entitled to be reimbursed for necessary expenses
23 incurred in the discharge of their duties. For at least three (3) years prior to the filing of this action
24 and continuing to the present, Defendants have, at times, failed to indemnify Plaintiff and Class
25 Members, or some of them, for the costs incurred in mileage and/or gas costs incurred in driving
26 personal vehicles for work-related purposes; using cellular phones for work-related purposes; and
27 purchasing tools necessary to perform work duties.

1 25. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
2 have known that Plaintiff and Class Members were entitled to receive all unused vested vacation time
3 at their final rate of pay. For at least four (4) years prior to the filing of this action and continuing to
4 the present, Defendants have had a consistent policy of failing to provide Plaintiff and Class Members
5 with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor
6 Code section 227.3.

7 26. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to paid sick leave at their regular rate of
9 pay. For at least four (4) years prior to the filing of this action and continuing to the present,
10 Defendants have had a consistent policy of failing to provide Plaintiff and Class Members with the
11 rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor
12 Code section 245, *et seq.*

13 27. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
16 or hold employment under Labor Code section 432, personnel records under Labor Code section
17 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
18 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
19 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
20 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
21 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
22 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
23 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 28. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
26 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
27 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
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1 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
2 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
3 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time and/or sick
4 time at the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees
5 and costs.

6 29. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
7 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
8 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
9 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
10 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
11 of amounts owed.

12 **CLASS ACTION ALLEGATIONS**

13 30. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
14 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
15 former non-exempt employees of Defendants within the State of California at any time commencing
16 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
17 action is provided to the class (collectively referred to as "Class Members").

18 31. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
19 to amend or modify the class description with greater specificity, further divide the defined class into
20 subclasses, and to further specify or limit the issues for which certification is sought.

21 32. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
23 interest in the litigation and the proposed Class is easily ascertainable.

24 **A. Numerosity**

25 33. The potential Class Members as defined are so numerous that joinder of all the
26 members of the Class is impracticable. While the precise number of Class Members has not been
27 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
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1 employed by Defendants within the State of California.

2 34. Accounting for employee turnover during the relevant periods necessarily increases
3 this number. Plaintiff alleges Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class is not
5 practicable.

6 **B. Commonality**

7 35. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
12 all other time worked at the employee's regular rate of pay?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed or interrupted rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
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Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

C. Typicality

36. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to

1 recovery by reason of Defendants’ policies and/or practices that have resulted in the violation of the
2 Labor Code at times, as set out herein.

3 39. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would preclude
6 its maintenance as a class action.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 40. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
9 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if
10 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover
11 civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
12 Aggrieved Employees of Defendants during the PAGA Period.

13 41. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
15 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
16 PAGA allegations described herein is not required.

17 42. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
18 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
19 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
20 PAGA Period.

21 43. Pursuant to Labor Code section 2699.3, on or around August 12, 2025, Plaintiff
22 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
23 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

24 44. Pursuant to Labor Code section 2699.3, on or around August 27, 2025, Plaintiff
25 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
26 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

27 45. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the PAGA Notice.

2 46. To the extent Defendants, or either of them, previously used the notice and cure
3 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
4 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
5 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
6 conference process pursuant to section 2699.3(f).

7 47. In the event that Defendants, or either of them, is/are determined to have satisfied
8 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
9 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
10 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

11 48. In the event that Defendants, or either of them, is/are determined to have, prior to this
12 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
13 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
14 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
15 2699(g)(1)-(3).

16 49. In the event that Defendants, or either of them is/are deemed to have adequately taken
17 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
18 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
19 Code section 2699(h)(1)-(3).

20 50. In the event, the LWDA and/or a court issued a finding or determination to the
21 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
22 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
23 any of them, would be subject to heightened penalties pursuant to Labor Code sections
24 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
25 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
26 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
27 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
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1 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,
2 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
3 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

4 **FIRST CAUSE OF ACTION**

5 **(Failure to Pay Overtime Wages – Against All Defendants)**

6 51. Plaintiff realleges and incorporates by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 52. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
10 Wage Orders.

11 53. At all times relevant to this Complaint, Labor Code section 510 was in effect and
12 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
13 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
14 the rate of no less than one and one-half times the regular rate of pay for an employee.”

15 54. At all times relevant to this Complaint, Labor Code section 510 further provided that
16 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
17 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
18 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

19 55. Four (4) years prior to the filing of the Complaint in this action through the present,
20 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
21 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
22 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
23 result of, including but not limited to, Defendants’ requirement that Plaintiff and Class Members
24 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, suffer under
25 Defendants’ control waiting in long lines to clock in, clock out for meal periods and continue working,
26 and don and doff required uniforms and/or safety prior to starting their shift. By way of example,
27 Plaintiff and, upon information and belief, Class Members, had to load all of their tools and prepare
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1 for their shift prior to clocking in, and had to explain the work they completed each shift to a supervisor
2 after clocking out, all to the detriment of Plaintiff and Class Members. Moreover, upon information
3 and belief, Defendants detrimentally rounded, edited, and/or manipulated time entries so the hours
4 recorded were less than the hours actually worked.

5 56. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
6 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
7 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
8 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
9 applicable IWC Wage Orders, and California law.

10 57. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
11 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
12 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
13 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

14 **SECOND CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages – Against All Defendants)**

16 58. Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 59. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

20 60. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
21 Members were entitled to receive minimum wages for all hours worked or otherwise under
22 Defendants' control.

23 61. For four (4) years prior to the filing of the Complaint in this action through the present,
24 Defendants failed to pay Plaintiff, and upon information and belief, Class Members, for completing
25 pre-shift tasks before clocking in and post-shift tasks after clocking out, suffering under Defendants'
26 control waiting in long lines to clock in, clocking out for meal periods and continue working, and
27 donning and doffing required uniforms and/or safety prior to starting their shift. By way of example,
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1 Plaintiff and, upon information and belief, Class Members, had to load all of their tools and prepare
2 for their shift prior to clocking in, and had to explain the work they completed each shift to a supervisor
3 after clocking out, all to the detriment of Plaintiff and Class Members. Moreover, upon information
4 and belief. Defendants detrimentally rounded, edited, and/or manipulated time entries so the hours
5 recorded were less than the hours actually worked, to the detriment of Plaintiff and Class Members.

6 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
8 all hours worked or otherwise due.

9 63. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
10 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
11 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
12 reasonable attorneys' fees and costs of suit.

13 **THIRD CAUSE OF ACTION**

14 **(Failure to Provide Meal Periods – Against All Defendants)**

15 64. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 65. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

19 66. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
20 employ an employee for a work period of more than five (5) hours without a timely meal break of not
21 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
22 no employer shall employ an employee for a work period of more than ten (10) hours per day without
23 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
24 the employee is relieved of all of his or her duties.

25 67. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
26 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
27 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
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1 compensation for each workday that the meal period is not provided.

2 68. For four (4) years prior to the filing of the Complaint in this action through the present,
3 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
4 uninterrupted meal periods every five hours of work without waiving the right to take them, as
5 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
6 Member's regular rate of compensation on the occasions that Class Members were not provided
7 compliant meal periods.

8 69. By their failure to provide Plaintiff and Class Members compliant meal periods as
9 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
10 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
11 violated the provisions of Labor Code section 512 and applicable Wage Orders.

12 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
13 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
14 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

15 71. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
16 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
17 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
18 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

19 **FOURTH CAUSE OF ACTION**

20 **(Failure to Provide Rest Periods – Against All Defendants)**

21 72. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs as though fully set forth hereat.

23 73. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by applicable Wage Orders.

25 74. California law and applicable Wage Orders require that employers "authorize and
26 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
27 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
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1 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
2 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
3 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
4 minutes of paid rest period.

5 75. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
6 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
7 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
8 regular rate of compensation for each work day that the rest period is not provided.

9 76. For four (4) years prior to the filing of the Complaint in this action through the present,
10 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
11 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
12 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's
13 regular rate of compensation on the occasions that Class Members were not authorized or permitted
14 to take compliant rest periods.

15 77. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
16 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
17 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
18 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

19 78. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
21 for rest periods that they were not authorized or permitted to take.

22 79. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
23 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
24 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
25 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 80. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 81. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 82. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
11 immediately upon termination. Class Members who resigned were entitled to payment of all wages
12 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
13 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
14 time of resignation.

15 83. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
16 before the filing of the Complaint in this action through the present, Defendants, due to the failure, at
17 times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
18 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

19 84. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
20 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
21 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
22 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
23 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
24 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
25 resignation.

26 85. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
27 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
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1 resignation, until paid, up to a maximum of thirty (30) days.

2 86. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
4 prior to termination or resignation.

5 87. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

10 88. Plaintiff realleges and incorporates by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

12 89. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

14 90. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
15 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
16 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
18 of hours worked at each hourly rate; among other things.

19 91. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
21 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
22 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
23 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
25 at each hourly rate; among other things.

26 92. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
27 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
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1 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
2 statements that Defendants knew were not accurate.

3 93. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered injury. The absence of accurate information on Class Members' wage statements at times
5 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
6 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
7 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
8 wages and amounts deducted from wages to state and federal governmental agencies, among other
9 things.

10 94. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
11 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
12 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
13 period, not to exceed an aggregate \$4,000.00 per employee.

14 95. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
15 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
16 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
17 and costs of suit.

18 **SEVENTH CAUSE OF ACTION**

19 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

20 96. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
21 incorporate each by reference as though fully set forth hereat.

22 97. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

24 98. Labor Code section 204 provides that "[l]abor performed between the 1st and 15th days,
25 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
26 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
27 any calendar month, shall be paid for between the 1st and 10th day of the following month."

99. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

100. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with Labor Code section 204.

101. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

102. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

103. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

104. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

105. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties . . .”

2 106. For three (3) years prior to the filing of the Complaint in this Action through the
3 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
4 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
5 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
6 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related
7 purposes; and purchasing tools necessary to perform work duties.

8 107. During that time period, Plaintiff is informed and believes, and based thereon alleges
9 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
10 Members for those losses and/or expenditures.

11 108. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
12 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
13 described losses and/or expenditures.

14 109. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
15 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
16 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

17 **NINTH CAUSE OF ACTION**

18 **(Violation of Labor Code § 227.3 – Against All Defendants)**

19 110. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
20 preceding paragraphs of this Complaint as though fully set forth hereon.

21 111. According to Labor Code section 227.3, whenever a contract of employment or
22 employer policy provides for paid vacations, and an employee is terminated without having taken off
23 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
24 accordance with such contract of employment or employer policy respecting eligibility or time served.

25 112. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
26 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
27 that Plaintiff’s employment contract with Defendants included paid vacations.

1 113. For at least four (4) years prior to the filing of this action and continuing to the present,
2 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
3 employees or former employees within the State of California with compensation at their final rate of
4 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

5 114. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
6 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
7 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
8 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
9 Class Members, on the one hand, and Defendants, on the other hand.

10 115. As a further proximate result of Defendants' above-described acts and/or omissions,
11 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
12 prejudgment interest.

13 **TENTH CAUSE OF ACTION**

14 **(Unfair Competition – Against All Defendants)**

15 116. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 117. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
18 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
19 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
20 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
21 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
22 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
23 within the State of California with the rights provided to them under the Healthy Workplace Healthy
24 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
25 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
26 comparable companies doing business in the State of California that comply with their obligations to
27 compensate employees in accordance with the Labor Code.

118. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

119. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive advantage against other California employers. Pursuant to Business and Professions Code sections 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that prohibits Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations. This relief benefits Plaintiff only incidentally and as a member of the general public. The primary purpose and effect of this prohibition is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants' unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th 945, 954; *accord* at 957.)

120. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

121. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

ELEVENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

122. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

123. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for

1 between the 16th and 26th day of the month during which the labor was performed, and labor performed
2 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
3 and 10th day of the following month.”

4 124. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
5 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
6 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
7 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
8 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
9 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
10 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

11 125. At all relevant times herein, Defendants have had a consistent policy or practice of
12 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
13 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
14 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
15 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
16 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
17 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
18 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
19 connection with each payment that was made in violation of Labor Code section 204.

20 Civil Penalties Under Labor Code § 226.3

21 126. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
23 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
24 violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

26 127. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
27 this section are in addition to any other penalty provided by law.”
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1 128. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
2 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
3 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
4 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
5 each employer with whom they have been placed to work; all applicable hourly rates in effect during
6 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
7 the employer and/or the name and address of the legal entity securing the employer's services if the
8 employer is a farm labor contractor; and other such information as required by Labor Code section
9 226, subdivision (a).

10 129. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
11 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
12 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
13 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
14 for each subsequent violation.

15 Violation of Labor Code § 558

16 130. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
17 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
18 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty
19 as follows:

- 20 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
21 pay period for which the employee was underpaid in addition to an amount sufficient
22 to recover underpaid wages;
- 23 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
24 employee for each pay period for which the employee was underpaid in addition to an
25 amount sufficient to recover underpaid wages;
- 26 3) Wages recovered pursuant to this section shall be paid to the affected employee."

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1 131. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
2 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
3 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
4 203, 226, 226.7, 1194 and 2802.

5 132. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
7 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
8 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
9 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

10 Violation of Labor Code § 1174.5

11 133. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
12 every person employing labor in California to "[a]llow any member of the commission or the
13 employees of the Division of Labor Standards Enforcement free access to the place of business or
14 employment of the person to secure any information or make any investigation that they are authorized
15 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
16 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
17 person."

18 134. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
19 every person employing labor in California to "[k]eep a record showing the names and addresses of
20 all employees employed and the ages of all minors."

21 135. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
22 every person employing labor in California to "[k]eep, at a central location in the state or at the plants
23 or establishments at which employees are employed, payroll records showing the hours worked daily
24 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
25 to, employees employed at the respective plants or establishments. These records shall be kept in
26 accordance with rules established for this purpose by the commission, but in any case, shall be kept
27 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
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1 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.”

2 136. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
3 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
4 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
5 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
6 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

7 137. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
8 willfully failed to keep adequate or accurate time records including wage statements and similar
9 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
10 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
11 under Labor Code section 1174.

12 138. As a direct and proximate result of the herein-described Labor Code violations,
13 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
14 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
15 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

16 Violation of Labor Code § 1197.1

17 139. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
18 person acting either individually or as an officer, agent, or employee of another person, who pays or
19 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
20 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
21 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
22 follows:

- 23 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
24 each underpaid employee for each pay period for which the employee is underpaid.
25 This amount shall be in addition to an amount sufficient to recover underpaid wages,
26 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
27 pursuant to Section 203.
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2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

140. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay, as described above.

141. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent violation.

Civil Penalties Under Labor Code § 2699

142. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor 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 Labor Code section 2699.3.

143. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, violated the Labor Code sections described in the preceding paragraphs.

144. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

145. Moreover, Plaintiff and other Aggrieved Employees within the State of California whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

DEMAND FOR JURY TRIAL

146. Plaintiff demands a trial by jury on all causes of action one (1) through eleven (11) contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's counsel as Class counsel;
- C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197, 1199 and 227.3;
- D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;
- G. Waiting time penalties under Labor Code sections 203 and 558.1;
- H. Penalties to timely pay wages under Labor Code section 210;
- I. Damages under Labor Code sections 2802 and 558.1;

- 1 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
2 1197.1, and 2699;
- 3 K. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
4 *seq.* imposed for the benefit of the public prohibiting Defendants from further
5 violating the California Labor Code and requiring the establishment of appropriate
6 and effective means to prevent future violations, thus permitting proper competition
7 by other California employers;
- 8 L. Restitution of wages and benefits due which were acquired by means of any unfair
9 business practice, according to proof;
- 10 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- 11 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 13 O. For costs of suit incurred herein; and
- 14 P. For such other and further relief as the Court deems just and proper.

15
16 Dated: April 22, 2026

BIBIYAN LAW GROUP, P.C.

17
18 BY: /s/ Sarah H. Cohen
19 Sarah H. Cohen

20 Attorneys for Plaintiff Mario Beltran and on
21 behalf of all others similarly situated
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on behalf of all others similarly situated
6

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF SAN DIEGO**

9 MARIO BELTRAN, an individual and on
behalf of all others similarly situated,
10 Plaintiff,

11 v.

12
13 MILLER PACIFIC BEACH ENTERPRISE,
14 INC., a California corporation; TOWER 23,
L.P., a California limited partnership; and
15 DOES 1 through 100, inclusive,

16 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
8/7/2026 6:33:23 PM

Clerk of the Superior Court
By J. Sanchez ,Deputy Clerk

CASE NO.: 25CU062203C

**SECOND AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. VIOLATION OF LABOR CODE § 227.3;
10. UNFAIR COMPETITION;
11. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS' GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 226.8, 558, 1174.5, 1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff MARIO BELTRAN, on behalf of Plaintiff and all others similarly situated, alleges
2 as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Miller
6 Pacific Beach Enterprise, Inc., and any of its respective subsidiaries or affiliated companies within the
7 State of California (“Miller”), Tower 23, L.P., and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Tower”) (Miller, Tower, collectively, with DOES 1
9 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and
10 former non-exempt employees in California employed by or formerly employed by Defendants
11 (“Class Members”).

12 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
13 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and
14 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
15 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
16 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
17 in connection with any alleged claims for failure to comply with Labor Code sections 203, 204, 210,
18 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1194.2, 1198, 1197, 1197.1, 2800, 2802,
19 2699, as well as applicable Wage Orders, Plaintiff seeks to represent all current and former employees
20 that worked for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff
21 seeks to represent only non-exempt current and former employees that worked for Defendants during
22 the PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.”
23 The “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
24 continuing past the date of notice to the LWDA into perpetuity.

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1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff MARIO BELTRAN is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
5 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, maintenance.
6 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff MARIO BELTRAN
7 worked for Defendants from approximately May of 2025 through approximately July of 2025.

8 **B. Defendants**

9 4. Plaintiff is informed and believes and based thereon alleges that defendant Miller is,
10 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
11 laws of the State of California and doing business in the County of San Diego, State of California. At
12 all relevant times herein, Miller employed Plaintiff and similarly situated employees within the State
13 of California.

14 5. Plaintiff is informed and believes and based thereon alleges that defendant Tower is,
15 and at all times relevant hereto was, a limited partnership organized and existing under and by virtue
16 of the laws of the State of California and doing business in the County of San Diego, State of
17 California. At all relevant times herein, Tower employed Plaintiff and similarly situated employees
18 within the State of California.

19 6. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
21 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
24 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
25 defendants designated hereinafter as DOES when such identities become known.

26 7. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
27 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
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1 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
2 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
3 “Defendants,” it shall include Miller, Tower, and any of their parent, subsidiary, or affiliated
4 companies within the State of California, and DOES 1 through 100 identified herein.

5 **JOINT LIABILITY ALLEGATIONS**

6 8. Plaintiff is informed and believes and based thereon alleges that all the times
7 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
8 representative, joint venture or co-conspirator of each of the other defendants, either actually or
9 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
10 employment, joint venture, and conspiracy.

11 9. All of the acts and conduct described herein of each and every corporate defendant was
12 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
13 and the officers and management-level employees of said corporate employers. In addition thereto,
14 said corporate employers participated in the aforementioned acts and conduct of their said employees,
15 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
16 of said corporate employees, agents, and representatives, the defendant corporation respectively and
17 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
18 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
19 agents and representatives.

20 10. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
21 thereon alleges that Defendants, and each of them, are joint employers.

22 **JURISDICTION**

23 11. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of
24 Civil Procedure section 410.10.

25 12. Venue is proper in San Diego County, California pursuant to Code of Civil Procedure
26 sections 392, et seq. because, among other things, San Diego County is where the causes of action
27 complained of herein arose; the county in which the employment relationship began; the county in
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1 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
2 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
3 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
4 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in San
5 Diego County, and because Defendants employ numerous Class Members in San Diego County.

6 **FACTUAL BACKGROUND**

7 13. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to receive at wages for all time worked,
9 including regular, overtime, and double times wages, and that Plaintiff and Class Members were not
10 receiving all wages earned for work that was required to be performed.

11 14. For at least four (4) years prior to the filing of this action and continuing to the present,
12 Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members, or some of
13 them, in violation of California state wage and hour laws.

14 15. For at least four (4) years prior to the filing of this action and continuing to the present,
15 Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or some of
16 them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiff
17 and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven
18 consecutive work days in a work week without being properly compensated for hours worked in
19 excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
20 worked on the seventh consecutive work day in a work week.

21 16. On information and belief, Defendants did not accurately or appropriately compensate
22 Plaintiff and Class Members for all hours worked by, among other things, failing to accurately track
23 and/or pay for all minutes actually worked at the proper overtime rate of pay; engaging, suffering, or
24 permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and
25 Class Members to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
26 to suffer under Defendants' control waiting in long lines to clock in, to clock out for meal periods and
27 continue working, and to don and doff required uniforms and/or safety prior to starting their shift. By
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1 way of example, Plaintiff and, upon information and belief, Class Members, had to load all of their
2 tools and prepare for their shift prior to clocking in, and had to explain the work they completed each
3 shift to a supervisor after clocking out, all to the detriment of Plaintiff and Class Members. Moreover,
4 upon information and belief, Defendants detrimentally rounded, edited, and/or manipulated time
5 entries so the hours recorded were less than the hours actually worked.

6 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
7 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
8 30-minute meal period for every five hours of work, or payment of one additional hour of pay at their
9 regular rate of pay when they did not receive a compliant meal period.

10 18. For at least four (4) years prior to the filing of this action and continuing to the present,
11 Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them, full, timely
12 thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours
13 in a work day and a second thirty (30) minute uninterrupted meal period for days on which they
14 worked in excess of ten (10) hours in a work day, and failing to provide compensation for such
15 unprovided meal periods as required by California wage and hour laws.

16 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
17 have known that Plaintiff and Class Members were entitled to receive a ten-minute, off-duty,
18 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of
19 one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a
20 compliant rest period.

21 20. For at least four (4) years prior to the filing of this action and continuing to the present,
22 Defendants have, at times, failed to authorize and permit Plaintiff and Class Members to take rest
23 periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to
24 provide compensation for such unprovided rest periods as required by California wage and hour laws.

25 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
26 have known that Plaintiff and Class Members who separated from their employment with Defendants
27 during the statutory period were entitled to timely payment of all wages due. For at least three (3)
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1 years prior to the filing of this action and continuing to the present, Defendants have failed to pay
2 Plaintiff and Class Members the full amount of their wages owed to them upon termination and/or
3 resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing
4 to pay overtime wages, minimum wages, premium wages, and vacation pay pursuant to Labor Code
5 section 227.3.

6 22. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
7 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
8 statements and failed to abide by the requirements of Labor Code section 226. For at least one (1) year
9 prior to the filing of this action and continuing to the present, Defendants have failed to furnish
10 Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
11 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
12 period and the corresponding number of hours worked at each hourly rate; other such information as
13 required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further
14 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as
15 gross and net wages paid.

16 23. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
17 have known that Plaintiff and Class Members were entitled to receive their wages in a timely fashion.
18 For at least one (1) year prior to the filing of this action and continuing to the present, Defendants
19 have failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages for
20 labor performed in a timely fashion as required under Labor Code section 204.

21 24. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
22 have known that Plaintiff and Class Members were entitled to be reimbursed for necessary expenses
23 incurred in the discharge of their duties. For at least three (3) years prior to the filing of this action
24 and continuing to the present, Defendants have, at times, failed to indemnify Plaintiff and Class
25 Members, or some of them, for the costs incurred in mileage and/or gas costs incurred in driving
26 personal vehicles for work-related purposes; using cellular phones for work-related purposes; and
27 purchasing tools necessary to perform work duties.

1 25. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
2 have known that Plaintiff and Class Members were entitled to receive all unused vested vacation time
3 at their final rate of pay. For at least four (4) years prior to the filing of this action and continuing to
4 the present, Defendants have had a consistent policy of failing to provide Plaintiff and Class Members
5 with compensation at their final rate of pay for unused vested paid vacation days pursuant to Labor
6 Code section 227.3.

7 26. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
8 have known that Plaintiff and Class Members were entitled to paid sick leave at their regular rate of
9 pay. For at least four (4) years prior to the filing of this action and continuing to the present,
10 Defendants have had a consistent policy of failing to provide Plaintiff and Class Members with the
11 rights provided to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor
12 Code section 245, *et seq.*

13 27. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
16 or hold employment under Labor Code section 432, personnel records under Labor Code section
17 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
18 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
19 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
20 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
21 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
22 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
23 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 28. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
26 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
27 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
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1 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
2 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
3 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time and/or sick
4 time at the proper rate of pay, other such provisions of California law, and reasonable attorneys' fees
5 and costs.

6 29. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
7 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
8 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
9 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
10 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
11 of amounts owed.

12 **CLASS ACTION ALLEGATIONS**

13 30. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
14 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
15 former non-exempt employees of Defendants within the State of California at any time commencing
16 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
17 action is provided to the class (collectively referred to as "Class Members").

18 31. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
19 to amend or modify the class description with greater specificity, further divide the defined class into
20 subclasses, and to further specify or limit the issues for which certification is sought.

21 32. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
23 interest in the litigation and the proposed Class is easily ascertainable.

24 **A. Numerosity**

25 33. The potential Class Members as defined are so numerous that joinder of all the
26 members of the Class is impracticable. While the precise number of Class Members has not been
27 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
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1 employed by Defendants within the State of California.

2 34. Accounting for employee turnover during the relevant periods necessarily increases
3 this number. Plaintiff alleges Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class is not
5 practicable.

6 **B. Commonality**

7 35. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
12 all other time worked at the employee's regular rate of pay?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed or interrupted rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
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Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

C. Typicality

36. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

37. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

38. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to

1 recovery by reason of Defendants’ policies and/or practices that have resulted in the violation of the
2 Labor Code at times, as set out herein.

3 39. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would preclude
6 its maintenance as a class action.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 40. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
9 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if
10 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover
11 civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
12 Aggrieved Employees of Defendants during the PAGA Period.

13 41. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
15 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
16 PAGA allegations described herein is not required.

17 42. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
18 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
19 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
20 PAGA Period.

21 43. Pursuant to Labor Code section 2699.3, on or around August 12, 2025, Plaintiff
22 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
23 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

24 44. Pursuant to Labor Code section 2699.3, on or around August 27, 2025, Plaintiff
25 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
26 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

27 45. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
28 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)

1 calendar days of the PAGA Notice.

2 46. To the extent Defendants, or either of them, previously used the notice and cure
3 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
4 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
5 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
6 conference process pursuant to section 2699.3(f).

7 47. In the event that Defendants, or either of them, is/are determined to have satisfied
8 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
9 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
10 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

11 48. In the event that Defendants, or either of them, is/are determined to have, prior to this
12 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
13 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
14 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
15 2699(g)(1)-(3).

16 49. In the event that Defendants, or either of them is/are deemed to have adequately taken
17 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
18 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
19 Code section 2699(h)(1)-(3).

20 50. In the event, the LWDA and/or a court issued a finding or determination to the
21 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
22 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
23 any of them, would be subject to heightened penalties pursuant to Labor Code sections
24 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
25 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
26 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
27 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
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1 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,
2 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
3 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

4 **FIRST CAUSE OF ACTION**

5 **(Failure to Pay Overtime Wages – Against All Defendants)**

6 51. Plaintiff realleges and incorporates by reference all of the allegations contained in the
7 preceding paragraphs as though fully set forth hereat.

8 52. At all relevant times, Plaintiff and Class Members were employees or former
9 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
10 Wage Orders.

11 53. At all times relevant to this Complaint, Labor Code section 510 was in effect and
12 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
13 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
14 the rate of no less than one and one-half times the regular rate of pay for an employee.”

15 54. At all times relevant to this Complaint, Labor Code section 510 further provided that
16 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
17 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
18 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

19 55. Four (4) years prior to the filing of the Complaint in this action through the present,
20 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
21 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
22 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
23 result of, including but not limited to, Defendants’ requirement that Plaintiff and Class Members
24 complete pre-shift tasks before clocking in and post-shift tasks after clocking out, suffer under
25 Defendants’ control waiting in long lines to clock in, clock out for meal periods and continue working,
26 and don and doff required uniforms and/or safety prior to starting their shift. By way of example,
27 Plaintiff and, upon information and belief, Class Members, had to load all of their tools and prepare
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1 for their shift prior to clocking in, and had to explain the work they completed each shift to a supervisor
2 after clocking out, all to the detriment of Plaintiff and Class Members. Moreover, upon information
3 and belief, Defendants detrimentally rounded, edited, and/or manipulated time entries so the hours
4 recorded were less than the hours actually worked.

5 56. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater than
6 eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
7 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
8 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
9 applicable IWC Wage Orders, and California law.

10 57. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
11 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
12 interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and
13 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

14 **SECOND CAUSE OF ACTION**

15 **(Failure to Pay Minimum Wages – Against All Defendants)**

16 58. Plaintiff realleges and incorporates by reference all of the allegations contained in the
17 preceding paragraphs as though fully set forth hereat.

18 59. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

20 60. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
21 Members were entitled to receive minimum wages for all hours worked or otherwise under
22 Defendants' control.

23 61. For four (4) years prior to the filing of the Complaint in this action through the present,
24 Defendants failed to pay Plaintiff, and upon information and belief, Class Members, for completing
25 pre-shift tasks before clocking in and post-shift tasks after clocking out, suffering under Defendants'
26 control waiting in long lines to clock in, clocking out for meal periods and continue working, and
27 donning and doffing required uniforms and/or safety prior to starting their shift. By way of example,
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1 Plaintiff and, upon information and belief, Class Members, had to load all of their tools and prepare
2 for their shift prior to clocking in, and had to explain the work they completed each shift to a supervisor
3 after clocking out, all to the detriment of Plaintiff and Class Members. Moreover, upon information
4 and belief. Defendants detrimentally rounded, edited, and/or manipulated time entries so the hours
5 recorded were less than the hours actually worked, to the detriment of Plaintiff and Class Members.

6 62. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
8 all hours worked or otherwise due.

9 63. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
10 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
11 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
12 reasonable attorneys' fees and costs of suit.

13 **THIRD CAUSE OF ACTION**

14 **(Failure to Provide Meal Periods – Against All Defendants)**

15 64. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 65. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

19 66. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
20 employ an employee for a work period of more than five (5) hours without a timely meal break of not
21 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
22 no employer shall employ an employee for a work period of more than ten (10) hours per day without
23 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
24 the employee is relieved of all of his or her duties.

25 67. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
26 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
27 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
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1 compensation for each workday that the meal period is not provided.

2 68. For four (4) years prior to the filing of the Complaint in this action through the present,
3 Plaintiff and Class Members were, at times, not provided complete, timely 30-minute, duty-free
4 uninterrupted meal periods every five hours of work without waiving the right to take them, as
5 permitted. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class
6 Member's regular rate of compensation on the occasions that Class Members were not provided
7 compliant meal periods.

8 69. By their failure to provide Plaintiff and Class Members compliant meal periods as
9 contemplated by Labor Code section 512, among other California authorities, and failing, at times, to
10 provide compensation for such unprovided meal periods, as alleged above, Defendants willfully
11 violated the provisions of Labor Code section 512 and applicable Wage Orders.

12 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
13 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
14 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

15 71. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
16 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
17 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
18 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

19 **FOURTH CAUSE OF ACTION**

20 **(Failure to Provide Rest Periods – Against All Defendants)**

21 72. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs as though fully set forth hereat.

23 73. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by applicable Wage Orders.

25 74. California law and applicable Wage Orders require that employers "authorize and
26 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
27 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
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1 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
2 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
3 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
4 minutes of paid rest period.

5 75. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
6 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
7 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's
8 regular rate of compensation for each work day that the rest period is not provided.

9 76. For four (4) years prior to the filing of the Complaint in this action through the present,
10 Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-
11 minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
12 Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class Member's
13 regular rate of compensation on the occasions that Class Members were not authorized or permitted
14 to take compliant rest periods.

15 77. By their failure, at times, to authorize and permit Plaintiff and Class Members to take
16 rest periods contemplated by California law, and one (1) additional hour of pay at the employee's
17 regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
18 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

19 78. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
20 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
21 for rest periods that they were not authorized or permitted to take.

22 79. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
23 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
24 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
25 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 80. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 81. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 82. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
11 immediately upon termination. Class Members who resigned were entitled to payment of all wages
12 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
13 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
14 time of resignation.

15 83. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
16 before the filing of the Complaint in this action through the present, Defendants, due to the failure, at
17 times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all
18 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

19 84. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
20 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
21 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and
22 Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but
23 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
24 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or
25 resignation.

26 85. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
27 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
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1 resignation, until paid, up to a maximum of thirty (30) days.

2 86. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
4 prior to termination or resignation.

5 87. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

10 88. Plaintiff realleges and incorporates by reference all of the allegations contained in the
11 preceding paragraphs as though fully set forth hereat.

12 89. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

14 90. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
15 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
16 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
17 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
18 of hours worked at each hourly rate; among other things.

19 91. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
20 before the filing of the Complaint in this Action through the present, Defendants failed to comply with
21 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
22 failure, at times, to furnish Plaintiff and Class Members with accurate itemized statements that
23 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all
24 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
25 at each hourly rate; among other things.

26 92. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
27 wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff
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1 and the other Class Members with accurate wage statements, but, at times, willfully provided wage
2 statements that Defendants knew were not accurate.

3 93. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
4 suffered injury. The absence of accurate information on Class Members' wage statements at times
5 has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
6 mathematical computations to determine the amount of wages owed; causes difficulty and expense in
7 attempting to reconstruct time and pay records; and led to submission of inaccurate information about
8 wages and amounts deducted from wages to state and federal governmental agencies, among other
9 things.

10 94. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
11 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
12 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
13 period, not to exceed an aggregate \$4,000.00 per employee.

14 95. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
15 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
16 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
17 and costs of suit.

18 **SEVENTH CAUSE OF ACTION**

19 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

20 96. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
21 incorporate each by reference as though fully set forth hereat.

22 97. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

24 98. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
25 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
26 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
27 any calendar month, shall be paid for between the 1st and 10th day of the following month.”
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99. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

100. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the Complaint in this action through the present, Defendants employed policies and practices that resulted in, at times, not paying Plaintiff and Class Members in accordance with Labor Code section 204.

101. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

102. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties, interest, and their costs of suit, as well.

EIGHTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

103. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

104. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

105. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct

1 consequence of the discharge of his or her duties . . .”

2 106. For three (3) years prior to the filing of the Complaint in this Action through the
3 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
4 necessary expenditures or losses in direct consequence of the discharge of their duties or at the
5 obedience to the directions of Defendants that included, without limitation: mileage and/or gas costs
6 incurred in driving personal vehicles for work-related purposes; using cellular phones for work-related
7 purposes; and purchasing tools necessary to perform work duties.

8 107. During that time period, Plaintiff is informed and believes, and based thereon alleges
9 that Defendants failed and refused, and still fail and refuse, at times, to reimburse Plaintiff sand Class
10 Members for those losses and/or expenditures.

11 108. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
12 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
13 described losses and/or expenditures.

14 109. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
15 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
16 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

17 **NINTH CAUSE OF ACTION**

18 **(Violation of Labor Code § 227.3 – Against All Defendants)**

19 110. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
20 preceding paragraphs of this Complaint as though fully set forth hereon.

21 111. According to Labor Code section 227.3, whenever a contract of employment or
22 employer policy provides for paid vacations, and an employee is terminated without having taken off
23 his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
24 accordance with such contract of employment or employer policy respecting eligibility or time served.

25 112. Plaintiff is informed and believes, and based thereon alleges that, at all times relevant
26 hereto, Defendants promulgated and maintained a uniform policy providing for paid vacations, and
27 that Plaintiff’s employment contract with Defendants included paid vacations.

1 113. For at least four (4) years prior to the filing of this action and continuing to the present,
2 Defendants have had a consistent policy of failing to provide Plaintiff and similarly situated
3 employees or former employees within the State of California with compensation at their final rate of
4 pay for unused vested paid vacation days pursuant to Labor Code section 227.3.

5 114. As a proximate result of Defendants' failure to pay vested vacation at the final rate of
6 Plaintiff and Class Members upon their resignation or termination, Defendants violated Labor Code
7 section 227.3, entitling Plaintiff and Class Members to all vested and unused vacation pay at their
8 final rate of pay, as set out in Defendants' policy or the contract of employment between Plaintiff and
9 Class Members, on the one hand, and Defendants, on the other hand.

10 115. As a further proximate result of Defendants' above-described acts and/or omissions,
11 Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs of suit and
12 prejudgment interest.

13 **TENTH CAUSE OF ACTION**

14 **(Unfair Competition – Against All Defendants)**

15 116. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 117. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
18 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
19 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges
20 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at least
21 four (4) years prior to the filing of this action and continuing to the present, Defendants have had a
22 consistent policy of failing to provide Plaintiff and similarly situated employees or former employees
23 within the State of California with the rights provided to them under the Healthy Workplace Healthy
24 Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their unlawful business
25 practices in violation of the Labor Code, Defendants have gained a competitive advantage over other
26 comparable companies doing business in the State of California that comply with their obligations to
27 compensate employees in accordance with the Labor Code.

118. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

119. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive advantage against other California employers. Pursuant to Business and Professions Code sections 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that prohibits Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations. This relief benefits Plaintiff only incidentally and as a member of the general public. The primary purpose and effect of this prohibition is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants' unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th 945, 954; *accord* at 957.)

120. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

121. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

ELEVENTH CAUSE OF ACTION

(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)

122. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the preceding paragraphs as though fully set forth hereat.

Civil Penalties Under Labor Code § 210

123. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for

1 between the 16th and 26th day of the month during which the labor was performed, and labor performed
2 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
3 and 10th day of the following month.”

4 124. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
5 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
6 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
7 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
8 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
9 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
10 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

11 125. At all relevant times herein, Defendants have had a consistent policy or practice of
12 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
13 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
14 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
15 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
16 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
17 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
18 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
19 connection with each payment that was made in violation of Labor Code section 204.

20 Civil Penalties Under Labor Code § 226.3

21 126. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
22 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
23 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
24 violation in a subsequent citation, for which the employer fails to provide the employee a wage
25 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

26 127. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
27 this section are in addition to any other penalty provided by law.”
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128. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by Labor Code section 226, subdivision (a).

129. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

130. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;
- 3) Wages recovered pursuant to this section shall be paid to the affected employee.”

131. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating wages, hours and/or days of work as described herein, including but not limited to Labor Code sections

1 203, 226, 226.7, 1194 and 2802.

2 132. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
4 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
5 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
6 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

7 Violation of Labor Code § 1174.5

8 133. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
9 every person employing labor in California to "[a]llow any member of the commission or the
10 employees of the Division of Labor Standards Enforcement free access to the place of business or
11 employment of the person to secure any information or make any investigation that they are authorized
12 by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the
13 employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the
14 person."

15 134. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
16 every person employing labor in California to "[k]eep a record showing the names and addresses of
17 all employees employed and the ages of all minors."

18 135. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
19 every person employing labor in California to "[k]eep, at a central location in the state or at the plants
20 or establishments at which employees are employed, payroll records showing the hours worked daily
21 by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid
22 to, employees employed at the respective plants or establishments. These records shall be kept in
23 accordance with rules established for this purpose by the commission, but in any case, shall be kept
24 on file for not less than three years. An employer shall not prohibit an employee from maintaining a
25 personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

26 136. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully
27 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and
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1 complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member
2 of the commission or employees of the division to inspect records pursuant to subdivision (b) of
3 [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

4 137. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
5 willfully failed to keep adequate or accurate time records including wage statements and similar
6 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
7 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
8 under Labor Code section 1174.

9 138. As a direct and proximate result of the herein-described Labor Code violations,
10 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
11 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
12 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

13 Violation of Labor Code § 1197.1

14 139. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
15 person acting either individually or as an officer, agent, or employee of another person, who pays or
16 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
17 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
18 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
19 follows:

- 20 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
21 each underpaid employee for each pay period for which the employee is underpaid.
22 This amount shall be in addition to an amount sufficient to recover underpaid wages,
23 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
24 pursuant to Section 203.
- 25 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
26 (\$250) for each underpaid employee for each pay period for which the employee is
27 underpaid regardless of whether the initial violation is intentionally committed. This
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1 amount shall be in addition to an amount sufficient to recover underpaid wages,
2 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
3 pursuant to Section 203.

4 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
5 203, recovered pursuant to this section shall be paid to the affected employee.”

6 140. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
7 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
8 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
9 Employees at the proper rates of pay, as described above.

10 141. As a direct and proximate result of the herein-described Labor Code violations,
11 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
12 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
13 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
14 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
15 violation.

16 Civil Penalties Under Labor Code § 2699

17 142. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
18 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
19 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
20 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Labor Code section 2699.3.

23 143. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
24 of them, violated the Labor Code sections described in the preceding paragraphs.

25 144. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
26 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
27 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
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1 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

2 145. Moreover, Plaintiff and other Aggrieved Employees within the State of California
3 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
4 connection with their herein-described claims for civil penalties.

5 **DEMAND FOR JURY TRIAL**

6 146. Plaintiff demands a trial by jury on all causes of action one (1) through eleven (11)
7 contained herein.

8 **PRAYER**

9 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
10 prays for judgment against Defendants as follows:

- 11 A. An order certifying this case as a Class Action;
- 12 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's
13 counsel as Class counsel;
- 14 C. Damages for all wages earned and owed, including minimum and overtime wages
15 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1,
16 1194, 1197, 1199 and 227.3;
- 17 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 18 E. Damages for unpaid premium wages from missed meal and rest periods under,
19 among other Labor Code sections, 512, 558.1 and 226.7;
- 20 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
21 (e) and 558.1;
- 22 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 23 H. Penalties to timely pay wages under Labor Code section 210;
- 24 I. Damages under Labor Code sections 2802 and 558.1;
- 25 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
26 1197.1, and 2699;
- 27 K. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
28

1 *seq.* imposed for the benefit of the public prohibiting Defendants from further
2 violating the California Labor Code and requiring the establishment of appropriate
3 and effective means to prevent future violations, thus permitting proper competition
4 by other California employers;

5 L. Restitution of wages and benefits due which were acquired by means of any unfair
6 business practice, according to proof;

7 M. Prejudgment and post-judgment interest at the maximum rate allowed by law;

8 N. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 1174.5, 1197.1, and 2699;

10 O. For costs of suit incurred herein; and

11 P. For such other and further relief as the Court deems just and proper.

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13 Dated: August 7, 2026

BIBIYAN LAW GROUP, P.C.

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15 BY: /s/ Sarah H. Cohen
16 Sarah H. Cohen

17 Attorneys for Plaintiff Mario Beltran and on
18 behalf of all others similarly situated
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