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Joshua Bracamontes, on behalf of
himself and all others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSHUA BRACAMONTES, an individual on
behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

JOHNSON LAMINATING AND COATING,
INC., a California corporation; and DOES 1
through 100,

Defendants.

Case No.: 25STCV28577

**FIRST AMENDED CLASS 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. UNFAIR COMPETITION; and
8. CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000]

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COMES NOW plaintiff JOSHUA BRACAMONTES (“Plaintiff”), on behalf of Plaintiff and all others similarly situated, and alleges as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against JOHNSON LAMINATING AND COATING, INC. (“JOHNSON”) and any of its respective subsidiaries or affiliated companies within the State of California and, with DOES 1 through 100, as further defined below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members”).

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and any of their respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for violations of the Labor Code, including but not limited to, failure to comply with Labor Code Labor Code sections 201-203, Labor Code section 226, Labor Code section 226.7, Labor Code section 510, Labor Code section 512, on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

PARTIES

A. Plaintiff

3. Plaintiff JOSHUA BRACAMONTES is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes and based thereon alleges that Defendants employed Plaintiff JOSHUA BRACAMONTES as a non-exempt employee, with duties that included, but were not limited to, working in Defendants’ warehouse, maintaining the warehouse, and repairing machines, in Carson, California. Plaintiff is informed and believes and based thereon alleges that Plaintiff JOSHUA BRACAMONTES worked for Defendants from approximately December of 2022 through July 25, 2025.

1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant
3 JOHNSON is, and at all times relevant hereto was, a corporation organized and existing under and
4 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
5 State of California.

6 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
7 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
8 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
9 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
10 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
11 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
12 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
13 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
14 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
15 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
16 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
17 include JOHNSON, and any of its parent, subsidiary, or affiliated companies within the State of
18 California, as well as DOES 1 through 100 identified herein.

19 **JOINT LIABILITY ALLEGATIONS**

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

25 7. All of the acts and conduct described herein of each and every corporate defendant
26 was duly authorized, ordered, and directed by the respective and collective defendant corporate
27 employers, and the officers and management-level employees of said corporate employers. In
28 addition thereto, said corporate employers participated in the aforementioned acts and conduct of

1 their said employees, agents, and representatives, and each of them; and upon completion of the
2 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
3 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
4 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
5 aforementioned corporate employees, agents and representatives.

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

8 **JURISDICTION**

9 9. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
10 of Civil Procedure section 410.10.

11 10. Venue is proper in Los Angeles County, California pursuant to Code of Civil
12 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
13 causes of action complained of herein arose; the county in which the employment relationship
14 began; the county in which performance of the employment contract, or part of it, between Plaintiff
15 and Defendants was due to be performed; the county in which the employment contract, or part of
16 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
17 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
18 and Class Members in Los Angeles County, and because Defendants employ numerous Class
19 Members in Los Angeles County.

20 11. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
21 Defendants during the applicable statutory period and suffered each of the Labor Code violations
22 set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil penalty” is
23 defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code Private
24 Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
25 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
26 employees of Defendants during the Civil Penalty Period.

27 12. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
28 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*

1 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
2 PAGA allegations described herein is not required.

3 13. During the period beginning one (1) year preceding the provision of notice to the
4 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
5 Defendants violated, *inter alia*, Labor Code sections 201, 202, 203, 210, 226, 226.3, 226.7, 510,
6 512, 558, 1174, 1194, 1197, 1197.1, 1198.5, 2699, among others.

7 14. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
8 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
9 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
10 specified in Labor Code section 2699.3.

11 15. On or around September 24, 2025, Plaintiff provided written notice pursuant to Labor
12 Code section 2699.3 online and by certified mail, of Defendants’ violation of various, including the
13 herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail to
14 Defendants, and each of them.

15 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
16 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
17 calendar days of the September 24, 2025 postmarked date of the herein-described notice sent by
18 Plaintiff to the LWDA and Defendants.

19 **FACTUAL BACKGROUND**

20 17. For at least four (4) years prior to the filing of this action and continuing to the
21 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
22 some of them, in violation of California state wage and hour laws as a result of, without limitation,
23 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
24 seven consecutive work days in a work week without being properly compensated for hours worked
25 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
26 worked on the seventh consecutive work day in a work week by, among other things, failing to
27 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay, requiring
28 Plaintiff and Class Members to wait in line to clock in, interrupting Plaintiff and Class Members

1 during meal periods with work-related requests and questions, and causing Plaintiff and Class
2 Members to wait outside of the warehouses before being able to clock in until a member of
3 Defendants' security unlocked gate for the main terminal, to the detriment of Plaintiff and Class
4 Members.

5 18. For at least four (4) years prior to the filing of this Action and continuing to the
6 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
7 or some of them, in violation of California state wage and hour laws as a result of, among other
8 things, at times, failing to accurately track and/or pay for all hours actually worked at their regular
9 rate of pay that is above the minimum wage, requiring Plaintiff and Class Members to wait in line
10 to clock in, interrupting Plaintiff and Class Members during meal periods with work-related requests
11 and questions, and causing Plaintiff and Class Members to wait outside of the warehouses before
12 being able to clock in until a member of Defendants' security unlocked gate for the main terminal,
13 to the detriment of Plaintiff and Class Members.

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

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

25 21. For at least three (3) years prior to the filing of this action and continuing to the
26 present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the
27 full amount of their wages owed to them upon termination and/or resignation as required by Labor
28 Code sections 201 and 202, including for, without limitation, failing to pay overtime wages,

1 minimum wages, and premium wages.

2 22. For at least one (1) year prior to the filing of this Action and continuing to the present,
3 Defendants have, at times, failed to furnish Plaintiff and Class Members, or some of them, with
4 itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages
5 earned; all applicable hourly rates in effect during the pay period and the corresponding number of
6 hours worked at each hourly rate; owed meal and rest period premiums; and other such information
7 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants have further
8 failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as
9 gross and net wages paid.

10 23. Plaintiff, on his own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 226, 226.7, 510,
12 512, 1194, 1194.2, 1197, other such provisions of California law, and California Code of
13 Regulations, Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium
14 wages for missed meal and rest periods, waiting time penalties, wage statement penalties, and
15 reasonable attorneys' fees and costs.

16 24. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
17 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
18 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations, as well as all monies owed but
20 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
21 restitution of amounts owed.

22 **CLASS ACTION ALLEGATIONS**

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

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

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

7 **A. Numerosity**

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

12 29. Accounting for employee turnover during the relevant periods necessarily increases
13 this number. Plaintiff alleges Defendants' employment records would provide information as to the
14 number and location of all Class Members. Joinder of all members of the proposed Class is not
15 practicable.

16 **B. Commonality**

17 30. There are questions of law and fact common to Class Members. These common
18 questions include, but are not limited to:

- 19 a. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
20 worked at a proper overtime rate of pay?
- 21 b. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
22 for all other time worked at the employee's regular rate of pay and a rate of pay that
23 is greater than the applicable minimum wage?
- 24 c. Did Defendants violate Labor Code section 512 by not authorizing or permitting
25 Class Members to take compliant meal periods?
- 26 d. Did Defendants violate Labor Code section 226.7 by not providing Class Members
27 with additional wages for missed or interrupted meal periods?

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- 1 e. Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Class Members to take compliant rest periods?
- 3 f. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
4 Members upon termination or resignation all wages earned?
- 5 g. Are Defendants liable to Class Members for waiting time penalties under Labor Code
6 section 203?
- 7 h. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
8 Class Members with accurate wage statements?
- 9 i. Did Defendants violate the Unfair Competition Law, Business and Professions Code
10 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 11 j. Are Class Members entitled to restitution of wages under Business and Professions
12 Code section 17203?
- 13 k. Are Class Members entitled to costs and attorneys' fees?
- 14 l. Are Class Members entitled to interest?

15 **C. Typicality**

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

21 **D. Adequacy of Representation**

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

25 **E. Superiority of Class Action**

26 33. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
28 questions of law and fact common to Class Members predominate over any questions affecting only

1 individual Class Members. Class Members, as further described therein, have been damaged and
2 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
3 violation of the Labor Code at times, as set out herein.

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

8 **FIRST CAUSE OF ACTION**

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

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

12 36. At all relevant times, Plaintiff and Class Members were employees or former
13 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
14 Wage Orders.

15 37. At all times relevant to this Complaint, Labor Code section 510 was in effect and
16 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in
17 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
18 at the rate of no less than one and one-half times the regular rate of pay for an employee."

19 38. At all times relevant to this Complaint, Labor Code section 510 further provided that
20 "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
21 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
22 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
23 pay."

24 39. At all times relevant to this Second Amended Complaint, Labor Code section 226.2
25 was in effect and provided: "this section shall apply for employees who are compensated on a piece-
26 rate basis for any work performed during a pay period..." and "shall not be construed to limit or
27 alter minimum wage or overtime compensation requirements, or the obligation to compensate
28 employees for all hours worked under any other statute or local ordinance." The section further

1 provides that the total compensation for any day in the pay period must be “no less than what is due
2 under the applicable minimum wage and any required overtime compensation.”

3 40. Four (4) years prior to the filing of the Complaint in this Action through the present,
4 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
5 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
6 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
7 result of, including but not limited to, Defendants, failing to accurately track and/or pay for all hours
8 actually worked at the proper overtime rate of pay, requiring Plaintiff and Class Members to wait in
9 line to clock in, interrupting Plaintiff and Class Members during meal periods with work-related
10 requests and questions, and causing Plaintiff and Class Members to wait outside of the warehouses
11 before being able to clock in until a member of Defendants’ security unlocked gate for the main
12 terminal, to the detriment of Plaintiff and Class Members.

13 41. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
14 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
15 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
16 occasion, willfully violated the provisions of the Labor Code, among others, sections 226.2, 510,
17 1194, and applicable IWC Wage Orders, and California law. Defendants had the ability to pay all
18 overtime wages earned by Plaintiff and other similarly situated employees, but intentionally adopted
19 policies or practices incompatible with the requirements of Labor Code sections 226.2 and 510.

20 42. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
21 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
22 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
23 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

24 **SECOND CAUSE OF ACTION**

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

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

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

3 45. Pursuant to Labor Code section 226.2, 1197, and applicable Wage Orders, Plaintiff
4 and Class Members were entitled to receive minimum wages for all hours worked or otherwise
5 under Defendants' control.

6 46. At all relevant times, Labor Code section 226.2 was in effect and provided: "this
7 section shall apply for employees who are compensated on a piece-rate basis for any work performed
8 during a pay period..." and "shall not be construed to limit or alter minimum wage or overtime
9 compensation requirements, or the obligation to compensate employees for all hours worked under
10 any other statute or local ordinance." The section further provides that employees shall be
11 compensated for other nonproductive and rest and recovery time at an hourly rate that is no less than
12 the applicable minimum wage.

13 47. For four (4) years prior to the filing of the Complaint in this Action through the
14 present, Defendants failed, at times, to accurately track and/or pay for all hours actually worked at
15 their regular rate of pay that is above the minimum wage, requiring Plaintiff and Class Members to
16 wait in line to clock in, interrupting Plaintiff and Class Members during meal periods with work-
17 related requests and questions, and causing Plaintiff and Class Members to wait outside of the
18 warehouses before being able to clock in until a member of Defendants' security unlocked gate for
19 the main terminal, to the detriment of Plaintiff and Class Members.

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

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

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1 **THIRD CAUSE OF ACTION**

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

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

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

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

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

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

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

27 56. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
28 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay

1 owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

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

6 **FOURTH CAUSE OF ACTION**

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

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

10 59. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by applicable Wage Orders.

12 60. California law and applicable Wage Orders require that employers “authorize and
13 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
14 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
15 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
16 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
17 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
18 thirty (30) minutes of paid rest period.

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

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

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

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

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

FIFTH CAUSE OF ACTION

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

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

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

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

69. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime and minimum wages mentioned above, and failure to pay owed

1 meal and rest period premiums as mentioned above, failed to pay Plaintiff and Class Members all
2 wages earned prior to resignation or termination in accordance with Labor Code sections 201 or
3 202.

4 70. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and
5 Class Members all wages earned prior to termination or resignation in accordance with Labor Code
6 sections 201 and 202 was knowing and willful. Defendants had the ability to pay all wages earned
7 by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections
8 201 and 202 but intentionally adopted policies or practices incompatible with the requirements of
9 Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to
10 termination or resignation.

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

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

17 73. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
18 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
19 waiting time penalties, interest, and their costs of suit, as well.

20 **SIXTH CAUSE OF ACTION**

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

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

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

26 76. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
27 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
28 statement that accurately reflects, among other things, gross wages earned; total hours worked; net

1 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
3 employer, among other things.

4 77. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
5 before the filing of the Complaint in this Action through the present, Defendants failed to comply
6 with Labor Code section 226, subdivision (a) and 226.2, subdivisions (a)(2)(A-B) by adopting
7 policies and practices that resulted in their failure, at times, to furnish Plaintiff and Class Members
8 with accurate itemized statements that accurately reflect, among other things, gross wages earned;
9 total hours worked; net wages earned; owed meal and rest period premiums; all applicable hourly
10 rates in effect during the pay period and the corresponding number of hours worked at each hourly
11 rate; and the name and address of the legal entity that is the employer, among other things.

12 78. Defendants' failure to, at times, provide Plaintiff and Class Members with accurate
13 wage statements was knowing, intentional, and willful. Defendants had the ability to provide
14 Plaintiff and the other Class Members with accurate wage statements, but, at times, willfully
15 provided wage statements that Defendants knew were not accurate.

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

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

27 81. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
28 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to

1 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
2 attorneys' fees, and costs of suit.

3 **SEVENTH CAUSE OF ACTION**

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

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

7 83. Plaintiff is informed and believes, and based thereon alleges that the unlawful
8 conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business
9 and Professions Code section 17200. Due to their unlawful business practices in violation of the
10 Labor Code, Defendants have gained a competitive advantage over other comparable companies
11 doing business in the State of California that comply with their obligations to compensate employees
12 in accordance with the Labor Code.

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

15 85. Pursuant to Business and Professions Code section 17203, Plaintiff and Class
16 Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor
17 Code and requiring the establishment of appropriate and effective means to prevent further
18 violations, as well as restitution of all wages and other monies owed to them under the Labor Code,
19 including interest thereon, in which they had a property interest and which Defendants nevertheless
20 failed to pay them and instead withheld and retained for themselves. Restitution of the money owed
21 to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched
22 by their failure to comply with the Labor Code.

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

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT**

3 **(California Labor Code § 2699, *et seq.* – Against All Defendants)**

4 87. Plaintiff realleges each paragraph of this Complaint as though fully set forth herein.

5 88. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
6 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
7 Employees”), brings this representative action against Defendants to recover the civil penalties due
8 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
9 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
10 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
11 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
12 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
13 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
14 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
15 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
16 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
17 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
18 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
19 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
20 Code for which no civil penalty is specifically provided, based on the following Labor Code
21 violations: Failing to pay minimum wages for all hours worked to Aggrieved Employees in violation
22 of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198; Failing to pay Aggrieved Employees
23 all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
24 Failing to provide all legally required meal periods, and failure to pay meal period premium wages,
25 to Aggrieved Employees at the regular rate of compensation in violation of Labor Code §§ 226.7,
26 512, 558, and 1198; Failing to authorize and permit all legally required rest periods, and failure to
27 pay rest period premium wages, to Aggrieved Employees at the regular rate of compensation in
28 violation of Labor Code §§ 226.7, 516, 558, and 1198; Failing to furnish Aggrieved Employees with

1 complete, accurate, itemized wage statements in violation of Labor Code § 226; Failing to timely
2 pay all final wages and compensation earned by Aggrieved Employees at the time of separation in
3 violation of Labor Code §§ 201-202; and Failing to maintain accurate records on behalf of
4 Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

5 89. On or about September 24, 2025, Plaintiff notified Defendants via certified mail,
6 and notified the California Labor and Workforce Development Agency (“LWDA”) via its website,
7 of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties
8 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the
9 preceding paragraph. Now that 65 days have passed from Plaintiff notifying Defendants and the
10 LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has
11 not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative
12 requirements for bringing a claim under the Private Attorneys General Act with respect to these
13 violations.

14 90. Moreover, Plaintiff and Aggrieved Employees are also entitled to an award of
15 reasonable attorneys’ fees and costs in connection with their herein-described claims for civil
16 penalties.

17 **DEMAND FOR JURY TRIAL**

18 91. Plaintiff demands a trial by jury on all causes of action contained herein.

19 **PRAYER**

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

- 22 A. An order certifying this case as a Class Action;
23 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff’s
24 counsel as class counsel;
25 C. Damages for all wages earned and owed, including minimum overtime wages under
26 Labor Code sections 510, 1194, 1197, and 1199;
27 D. Liquidated damages pursuant to Labor Code sections 1194.2;
28 E. Damages for unpaid premium wages from missed meal and rest periods under,

1 among other Labor Code sections, 512 and 226.7;

2 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
3 (e);

4 G. Waiting time penalties under Labor Code sections 203;

5 H. Penalties to timely pay wages under Labor Code section 210;

6 I. Preliminary and permanent injunctions prohibiting Defendants from further violating
7 the California Labor Code and requiring the establishment of appropriate and
8 effective means to prevent future violations;

9 J. Restitution of wages and benefits due which were acquired by means of any unfair
10 business practice, according to proof;

11 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
12 1197.1, and 2699;

13 L. Prejudgment and post-judgment interest at the maximum rate allowed by law;

14 M. For attorneys' fees in prosecuting this action;

15 N. For costs of suit incurred herein; and

16 O. For such other and further relief as the Court deems just and proper.

17
18 Dated: December 1, 2025

PAYASLYAN LAW, P.C.

19
20 BY: /s/ Robert B. Payaslyan

21 ROBERT B. PAYASLYAN

22 Attorney for Plaintiff Joshua Bracamontes on behalf of
himself and all others similarly situated

23
24 Dated: December 1, 2025

CONSUMER ADVOCATE LAWYER, P.C.

25
26 BY: /s/ Michelle Avidisyans

27 MICHELLE AVIDISYANS

28 Attorney for Plaintiff Joshua Bracamontes on behalf of
himself and all others similarly situated