

1 STAN S. MALLISON (Bar No. 184191)
StanM@TheMMLawFirm.com
2 HECTOR R. MARTINEZ (Bar No. 206336)
HectorM@TheMMLawFirm.com
3 CRISTINA M. MATHEWS (Bar No. 329343)
CMathews@TheMMLawFirm.com
4 MALLISON & MARTINEZ
1939 Harrison Street, Suite 730
5 Oakland, California 94612-3547
Telephone: (510) 832-9999
6 Facsimile: (510) 832-1101

7 Attorneys for Plaintiffs and a Class of Similarly
Situated Employees

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ALAMEDA**

10 SERENA GHUMAN, on behalf of herself and
11 all others similarly situated,

12 Plaintiff,

13 vs.
14

15 BWW RESOURCES, LLC (DBA "BUFFALO
WILD WINGS") and DOES 1 through 20,

16 Defendants.
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Superior Court of California,
County of Alameda

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By: Andrel Gospel,
Deputy Clerk

Case No. **25CV159418**

**CLASS ACTION AND INDIVIDUAL
COMPLAINT**

1. Failure to Provide and/or Authorize Meal Periods and Rest Periods in Violation of Cal. Lab. Code §§
2. Failure to Pay Overtime Premium Wages in Violation of Cal. Lab. Code §§ 200, 510, 1194 & IWC Wage Order;
3. Failure to Pay Minimum Wage in Violation of Cal. Lab. Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order No. 5
4. Failure to Pay All Wages at Statutory or Contractual Rates in Violation of Cal. Lab. Code §§ 200, 218.5, 218.6, 223; IWC Wage Order
5. Failure to Reimburse Employees for Necessary Business Expenditures in Violation of Cal. Lab. Code § 2802;
6. Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code § 226;
7. Failure to Pay All Wages Owed Upon Separation from Employment in Violation of Cal. Lab. Code §§ 201-203;
8. Failure to Provide Payroll and Personnel Records on Request in Violation of Labor Code §§ 226, 432, 1174, 1198.5;
9. Violation of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200 *et seq.*);
10. Penalties under Cal. Labor Code § 2699 *et seq.*

DEMAND FOR JURY TRIAL

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1 successor of one of the other defendants. Plaintiff will ask for leave from this Court to amend this
2 complaint to reflect the true names and capacities of DOES 1-20 when Plaintiff ascertains them.

3 5. The allegations in this complaint are made on the basis of Plaintiff's personal
4 knowledge, and on information and belief based on a reasonable investigation under the
5 circumstances.

6 6. As a result of the violations described herein, Plaintiff brings this class action on behalf
7 of a Class of non-exempt workers employed by Defendants in California.

8 **JURISDICTION AND VENUE**

9 7. This Court has jurisdiction over Plaintiff's claims pursuant to the California
10 Constitution, Article VI, § 10. Jurisdiction is further proper in this Court because Plaintiff's claims
11 all arise under the laws of the State of California. The Court has subject matter jurisdiction over
12 this case under California¹ Code of Civil Procedure section 410.10 because the amount in
13 controversy exceeds \$35,000.

14 8. Venue is proper under Code of Civil Procedure sections 395(a) and 395.5 because
15 Alameda County is where the events complained of herein occurred and where Defendants
16 conducted business and employed Plaintiff. More particularly, BWW operates a Buffalo Wild
17 Wings restaurant at two Alameda County locations, one at 32135 Union Landing Blvd., Union
18 City, CA 94587, and another at 43821 Pacific Commons Blvd. Pacific Commons Fremont, CA
19 94538, where some or all of Defendants' wrongful conduct took place.

20 **FACTUAL ALLEGATIONS**

21 9. Plaintiff Serena Ghuman worked as a bartender for BWW, each week typically working
22 two 5-6-hour shifts and one 8-hour shift.

23 10. Plaintiff was routinely denied thirty-minute meal breaks. When she was provided an
24 opportunity to take a meal break, the break usually lasted less than thirty minutes—but her
25 manager would record a thirty minute break anyway.

26 11. Plaintiff was also routinely denied ten-minute rest breaks. To the extent that she
27

28 ¹ All subsequent statutory references are to California law.

1 received any breaks at all, they were shorter than ten minutes. Plaintiff regularly asked for her
2 breaks, but was regularly told that there was no staff available to relieve her.

3 12. Plaintiff was not paid premium wages for Defendants' failure to authorize or permit her
4 to take rest and meal breaks.

5 13. On information and belief, other employees were similarly deprived of rest and meal
6 breaks, and similarly denied premium wages in lieu thereof.

7 14. BWW also failed to pay overtime. On about half of Plaintiff's 8-hour shifts, she was
8 required to report to work at 8:30 a.m. and worked until 5:30 p.m., or, often, until 6:00 or 6:15
9 p.m. because she was regularly asked to stay to cover the meal break for the incoming bartender,
10 who was required to take their meal break at the very start of their shift. Although Plaintiff was
11 entitled to overtime for her work past eight hours, she was not paid overtime premium wages.

12 15. On information and belief, other employees were similarly deprived of overtime
13 premium wages.

14 16. Defendants promised bonuses for certain activities, but did not pay what was promised.
15 For instance, Defendants promised Plaintiff and others an hourly wage premium when they trained
16 new employees. However, though Plaintiff trained new employees, and requested the promised
17 additional compensation, Defendants did not pay it. Defendants also promised Plaintiff a bonus for
18 recruiting people to apply to work for Defendants, with the bonus payable if the person Plaintiff
19 recruited was hired by Defendants. On two occasions, Plaintiff recruited new employees hired by
20 Defendants, but, though Plaintiff timely requested the promised bonus, Defendants did not pay it.

21 17. On information and belief, other employees were similarly denied promised non-
22 discretionary bonus compensation.

23 18. Defendants relied on Plaintiff's personal cell phone for their business activities, but did
24 not reimburse her for their use of and reliance upon her cell phone. Specifically, Defendants
25 required Plaintiff to download and use an app called "Altimetrics" and another called "Workday,"
26 and relied on her use of these apps on her personal phones for Defendants' business purposes.

27 19. On information and belief, Defendants also relied on other employees' use of their
28 personal cell phones in a similar manner, but did not reimburse the employees for this use of their

1 phones.

2 CLASS ALLEGATIONS

3 20. Plaintiff brings this action on behalf of themselves and all others pursuant to Section 382
4 of the Code of Civil Procedure, on the basis that there is a well-defined community of interest in
5 the litigation and the proposed class is easily ascertainable. Plaintiff seeks to represent the
6 following Class:

7 All non-exempt restaurant workers employed by any defendant at
8 any time within four (4) years of the filing of the original
9 Complaint in this action through the final disposition of this action.

10 21. On information and belief, the injury and loss of money to Class Members is substantial
11 and exceeds the minimum jurisdiction of this Court. Plaintiff and the Class were regularly
12 subjected to the policy violations described in this Complaint.

13 22. On information and belief, the legal and factual issues are common to the Class and
14 affect all Class Members.

15 23. Plaintiff reserves the right to amend or modify the class description with greater
16 specificity or further division into subclasses, as well as to limit the class or subclasses to particular
17 issues, as warranted.

18 A. Numerosity

19 24. The potential members of the Class as defined are so numerous that joinder of all of
20 them is impracticable. While the precise number of Class Members has not been determined at this
21 time, Plaintiff is informed and believes that the Class is comprised of more than fifty individuals.

22 25. On information and belief, Plaintiff alleges that Defendants' employment records will
23 provide information as to the number and location of all Class Members.

24 B. Commonality & Predominance

25 26. There are questions of law and fact that are common to the Class and predominate over
26 individualized questions. These common questions of law and fact include, without limitation:

- 27 a. Whether Defendants violated the rights of Class Members to receive proper
28 meal and rest breaks, or a wage premium in lieu thereof;

- 1 b. Whether Defendants violated the rights of Class Members by enforcing a
2 policy or practice of denying compensation for all hours worked at statutory
3 or agreed-upon rates, including overtime premium wages;
- 4 c. Whether Defendants violated the rights of Class Members by enforcing a
5 policy or practice of failing to pay Class Members non-discretionary
6 bonuses;
- 7 d. Whether Defendants violated the rights of Class Members by enforcing a
8 policy or practice of refusing to indemnify non-exempt employees for
9 necessary business expenses;
- 10 e. Whether Defendants violated the rights of Class Members by failing to pay
11 Class Members all wages owed at separation from employment;
- 12 f. Whether Defendants violated Sections 17200, et seq. of the Business and
13 Professions Code by the actions alleged in this complaint;
- 14 g. Whether Plaintiff and other Class Members are entitled to damages,
15 restitution, statutory penalties, premium wages, declaratory and injunctive
16 relief, attorneys' fees, interest, and costs, and other relief pursuant to the
17 Labor Code, Wage Order No. 5, and Business and Professions Code §§
18 17200, et seq.

19 27. With the exception of Plaintiff's individual claims in the eighth cause of action
20 herein (for failure to provide payroll and personnel records), which is included in this lawsuit to
21 save the Court's resources and time, there are no individualized factual or legal issues for the court
22 to resolve other than the application of a formula to calculate each Class Members' damages.

23 **FIRST CAUSE OF ACTION**

24 FAILURE TO PROVIDE REQUIRED MEAL PERIODS AND REST PERIODS
25 (Cal. Lab. Code §§ 226.7, 512 and IWC Wage Order No. 5)
26 PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

27 28. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28 29. Plaintiff alleges that Defendants failed to provide meal and rest periods.

30. Labor Code section 512 states: "An employer shall not employ an employee for a

1 work period of more than five hours per day without providing the employee with a meal period of
2 not less than 30 minutes.”

3 31. IWC Wage Order No. 5 provides: “[e]very employer shall authorize and permit all
4 employees to take rest periods, which insofar as practicable shall be in the middle of each work
5 period. The authorized rest period time shall be based on the total hours worked daily at the rate of
6 ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

7 32. Labor Code section 226.7 states: “An employer shall not require an employee to
8 work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
9 applicable regulation, standard, or order of the Industrial Welfare Commission.”

10 33. IWC Wage Order No. 5 further provides that if an employer fails to provide a
11 compliant meal period, “the employer shall pay the employee one (1) hour of pay at the
12 employee’s regular rate of compensation for each work day that the meal period is not provided,”
13 and if an employer fails to provide a compliant rest break, “the employer shall pay the employee
14 one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest
15 period is not provided.”

16 34. Defendants failed to provide Plaintiff and, on information and belief, other
17 employees all the off-duty meal periods and rest periods legally required under IWC Wage Order
18 No. 5 and Labor Code section 512, but did not pay Plaintiff or other employees a wage premium in
19 lieu of required meal and rest breaks.

20 35. As a proximate result of the aforementioned violations, Plaintiff has been damaged
21 in an amount according to proof at trial, and seeks all premium overtime wages earned and due, for
22 herself and Class Members, plus interest under Labor Code section 218.6, penalties, reasonable
23 attorney’s fees under Labor Code section 218.5, and costs of suit.

24 **SECOND CAUSE OF ACTION**

25 FAILURE TO PAY OVERTIME PREMIUM WAGES
26 (Cal. Lab. Code §§ 200, 510, 1194, IWC Wage Order No. 5)
PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

27 36. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28 37. Labor Code section 510 and IWC Wage Order No. 5 establishes the eight hour

workday and provides that work in excess of eight in one day is to be compensated at an overtime premium pay rate of one and one-half times the regular rate of pay.

38. Defendants violated Labor Code section 510 and the IWC Wage Order No. 5 by subjecting employees to employer control, or knowingly suffering or permitting them to work, in excess of eight hours without paying the applicable premium rate.

39. Plaintiff and, on information and belief, other employees are entitled to wages at the applicable premium rate as a result of Defendants' practice of not compensating them at the required premium rate.

40. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an amount according to proof at trial, and seeks all overtime premium wages earned and due, interest under Labor Code section 1194, penalties, reasonable attorney's fees under Labor Code section 1194, and costs of suit.

THIRD CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Lab. Code §§ 1182.12, 1194, 1194.2, 1197; Wage Order No. 5)

PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

41. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

42. The minimum wages provisions of Labor Code sections 1182.12 and 1194, and IWC Wage Order No. 5, protect Plaintiff and Class Members in their employment by Defendants.

43. Defendants, pursuant to their policies and practices, unlawfully and willfully failed to pay Plaintiff the minimum wage for all hours worked.

44. On information and belief, Defendant also failed to pay at least minimum wages to Class Members.

45. Pursuant to Labor Code section 1194.2(a), Plaintiff is entitled to recover liquidated damages for their unpaid minimum wages, plus interest. Liquidated damages for unpaid minimum wages are calculated by multiplying the hours worked at below the minimum wage by the relevant minimum wage. Plaintiff and other employees are entitled to liquidated damages in an amount according to proof at trial.

46. Pursuant to Labor Code section 1194(a), Plaintiff is also entitled to reasonable

1 attorney's fees and costs of suit

2 **FOURTH CAUSE OF ACTION**

3 FAILURE TO PAY ALL WAGES AT STATUTORY OR CONTRACTUAL RATES
4 (Cal. Lab. Code §§ 200, 218.5, 218.6, 223, IWC Wage Order No. 5)
5 PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

6 47.

7 Labor Code section 223 requires an employer to pay an employee the wage
8 designated by statute or contract, and payment of all wages due for "all hours worked." Pursuant to
9 Labor Code section 223, it is unlawful to secretly pay a lower wage while purporting to pay the
10 wage designated by statute or contract. Under Labor Code section 200, bonuses are wages:
11 "'Wages' includes all amounts for labor performed by employees of every description, whether the
12 amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other
13 method of calculation."

14 48.

15 Plaintiff and, on information and belief, other employees they seek to represent are
16 entitled to wages at rates designated by statute or contract that exceed California minimum wage.

17 49.

18 Defendants have breached their agreement and refused to compensate Plaintiff and,
19 on information and belief, other employees at the statutory or promised wage rates, in violation of
20 the Labor Code and Wage Orders, including section 223 of the Labor Code. Specifically,
21 Defendants failed to pay Plaintiff and, on information and belief, other employees at a promised
22 higher hourly rate when an employee is training another employee, and a promised non-
23 discretionary bonus for successfully recruiting new employees. Under Labor Code section 200,
24 both the promised higher hourly rate and the promised bonus are wages.

25 50.

26 As a proximate result of the aforementioned violations, Plaintiff and, on
27 information and belief, Class Members have been damaged in an amount according to proof at
28 trial, and Plaintiff seeks all wages earned and due, interest under Labor Code section 218.6,
penalties, reasonable attorney's fees under Labor Code section 218.5, and costs of suit.

FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES
(Cal. Lab. Code § 2802)
PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

51.

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

52. Labor Code section 2802 requires employers to indemnify employees “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer”

53. Defendants required Plaintiff and, on information and belief, other employees to use their personal cell phones, including by requiring them to download two applications to their personal cell phones, and then to use these applications to perform tasks necessary for the job. Defendants relied on employees installing an app called “Altimetrics” to make scheduling changes. Defendants relied on employees installing an app called “Workday” to make time-off requests, report sick hours, report employment referrals eligible for bonuses, and to deliver paycheck stubs,

54. Defendants relied on employees’ use of their personal cell phones, and were obligated to reimburse Plaintiff and other employees for the costs of use of their cell phones, including reasonable costs of the device itself and cell phone provider service fees, but they did not do so.

55. As a proximate result of Defendants’ failure to indemnify employees for use of their personal cell phones, Plaintiff and, on information and belief, Class Members have incurred out-of-pocket expenses according to proof at trial, and Plaintiff seeks these expenses, interest, penalties, reasonable attorney’s fees, and costs of suit.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(Cal. Lab. Code § 226)
PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS

56. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

57. Labor Code section 226(a) requires that employers provide employees with an “accurate itemized statement” along with their paychecks, showing gross and net wages earned, total regular and overtime hours worked, and applicable wage rates, among other requirements.

58. Plaintiff and, on information and belief, other employees were not provided “accurate itemized statements” within the meaning of Labor Code section 226, because of the violations described in this complaint. For example, the wage statements provided by Defendants

1 inaccurately understated wages earned due to the failure to provided accurate hours worked
2 because of Defendants' policy and practice of deducting thirty minutes of time worked whenever
3 Plaintiff took a break to eat, even when, as often was the case, these breaks were shorter than thirty
4 minutes; failed to document overtime hours; failed to document meal period premiums owed; and
5 failed to acknowledge promised training pay rates.

59.

6 As a proximate result of Defendants' failure to provide accurate itemized wage
7 statements, Plaintiff and, on information and belief, Class Members have been damaged in an
8 amount according to proof at trial, and Plaintiff seeks penalties due under Labor Code section 226
9 (e) and (g), which provide that employees may recover fifty dollars (\$50) for an initial violation
10 and one hundred dollars (\$100) thereafter up to four thousand dollars (\$4,000), as well as
11 reasonable attorneys' fees and costs of suit.

12 **SEVENTH CAUSE OF ACTION**

13 **FAILURE TO PAY ALL WAGES OWED ON SEPARATION FROM EMPLOYMENT**
(Cal. Lab. Code §§ 201, 202 203)

14 **PLAINTIFF AND THE CLASS AS TO ALL DEFENDANTS**

15 60.

Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

16 61.

Labor Code sections 201 and 202 provide for immediate payment of all wages
owed at termination of employment.

18 62.

Labor Code section 203 provides for a penalty if wages owed are not promptly
paid: "If an employer willfully fails to pay, without abatement or reduction, in accordance with
Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is
discharged or who quits, the wages of the employee shall continue as a penalty from the due date
thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not
continue for more than 30 days."

24 63.

Defendant failed to pay Plaintiff and, on information and belief, other employees
the entirety of their wages due and owing upon their separation from employment. More than 30
days have past since separation from employment.

27 64.

Plaintiff therefore demands, for themselves and for other employees, a thirty-day
penalty pursuant to Labor Code section 203, an accounting and payment of all wages due now,

1 plus interest and statutory costs as allowed by law.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE PAYROLL AND PERSONNEL RECORDS ON REQUEST**
4 **(Cal. Lab. Code §§ 226, 432, 1174, 1198.5)**
5 **PLAINTIFF GHUMAN AS TO BWW**

6 65. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

7 66. Labor Code sections 226, 432, 1174, and 1198.5 require employers to maintain
8 employee records and to provide copies of payroll and personnel documents to employees on
9 request.

10 67. Labor Code section 226(f) provides for a penalty of \$750 payable by the employer
11 to the employee where the employer fails to timely provide copies of payroll records, and section
12 1198.5 provides for a penalty of \$750 when an employer fails to timely provide copies of
13 personnel records on request.

14 68. Plaintiff Ghuman requested her pay and personnel records from Defendants in
15 writing, sending a certified letter to BWW's corporate address and to BWW's two Alameda
16 County business locations on September 24, 2025, with a second request on October 7, 2025. More
17 than 35 days have elapsed since Plaintiff made these requests, but Plaintiff has received no
18 documents in response.

19 69. Plaintiff therefore demands the statutory penalties for Defendants' failure to provide
20 requested payroll records and the requested personnel records.

21 **NINTH CAUSE OF ACTION**

22 **UNFAIR AND UNLAWFUL ACTS IN VIOLATION OF UNFAIR COMPETITION LAW**
23 **(Cal. Bus. & Prof. Code §§ 17200 et seq.)**
24 **PLAINTIFF AND THE CLASS AGAINST ALL DEFENDANTS**

25 70. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

26 71. Business and Professions Code sections 17200, *et seq* ("the UCL") defines unfair
27 competition as any unlawful, unfair, or fraudulent business act or practice, and section 17203
28 authorizes injunctive, declaratory, and/or other equitable relief against any "person" who engages
in such practices.

72. Defendant BWW is a "person" as that term is defined under Business and

1 Professions Code section 17021.

2 73.

3 On information and belief, and at all relevant times, Plaintiff alleges that
4 Defendants, by and through their policies and practices, have engaged, and continue to engage, in
5 business practices which violate California law, including, but not limited to, the applicable Wage
6 Order and specific provisions of the Labor Code, including, but not limited to, sections 201-203,
223, 226, 226.7, 432, 512, 1174, 1198.5, and 2802, specifically:

- 7 a. Defendants' conduct alleged herein was also unfair and deceptive in that
8 Defendants' uniform policies, practices, and procedures failed to provide for
9 legally required meal and rest periods to Plaintiff and Class members;
- 10 b. Defendants' conduct alleged herein was also unfair and deceptive in that
11 Defendants promised one wage, but secretly paid a lower wage;
- 12 c. Defendants' conduct alleged herein was also unfair and deceptive in that
13 Defendants' uniform policies, practices, and procedures were to deny
14 employees overtime premium wages due; and
- 15 d. Defendants' conduct alleged herein was also unfair and deceptive in that
16 Defendants' uniform policies, practices, and procedures resulted in Plaintiff
17 and other employees being underpaid, and unreimbursed for out-of-pocket
18 business expenses incurred to benefit Defendants.

19 For these violations this Court should issue declaratory and other equitable relief pursuant to
20 Business and Professions Code section 17203 as may be necessary to prevent and remedy the
21 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

22 74.

23 Defendants' conduct alleged herein was unlawful and unfair in that these practices
24 violated public policy, were immoral, unethical, oppressive, unscrupulous, or substantially
25 injurious to employees, and were without valid justification or excuse, and thereby constitute
26 unlawful, unfair and deceptive business practices in violation of the UCL, for which this Court
27 should issue declaratory and other equitable relief pursuant to Business and Professions Code
28 section 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair
competition, including restitution of wages wrongfully withheld.

75. By and through the unlawful and unfair business practices described herein, Defendants have obtained valuable property, money, and services from Plaintiff and other employees, including earned wages and the commandeering of the use of employees' cell phones without reimbursement, all to the detriment of these employees and for the benefit of Defendants, so as to allow Defendants to unfairly compete against competitors who comply with the law.

76. Plaintiffs are entitled to, and do, seek such relief as may be necessary to restore to them the money and property which Defendants have acquired, or of which Plaintiffs have been deprived, by means of the above-described unlawful or unfair business practices, including earned but unpaid wages and unreimbursed expenses.

77. Plaintiffs are further entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and deceptive, and that injunctive relief should be issued restraining Defendants from engaging in any unlawful and unfair business practices in the future.

78. Plaintiffs have no plain, speedy, and/or adequate remedy at law that will end Defendants' unlawful and unfair business practices. Further, the practices herein alleged continue to occur unabated. As a result of the unlawful and unfair business practices alleged herein, Plaintiffs have suffered and will continue to suffer irreparable legal and economic harm unless Defendants are restrained from continuing to engage in these unlawful and unfair business practices.

TENTH CAUSE OF ACTION
LABOR CODE PRIVATE ATTORNEYS GENERAL ACT
(Cal. Lab. Code §§ 2698 ET SEQ., § 558)
PLAINTIFF IN HER REPRESENTATIVE CAPACITY AGAINST ALL DEFENDANTS

79. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

80. Plaintiff brings this representative claim for themselves, the State of California, and all other current and former employees of Defendants as a non-class claim, as expressly authorized by the Private Attorneys General Act of 2004, Labor Code §§ 2699 et seq. ("PAGA"). Defendants are liable to Plaintiff, the State, and other current or former employees for the violations alleged in this Complaint.

81. This PAGA cause of action is brought against Defendants pursuant to provisions of

1 the Labor Code including § 558, which imposes liability on “persons” (defined by Labor Code §
2 18 as “... any person, association, organization, partnership, business trust, limited liability
3 company, or corporation”) who violate the Labor Code or IWC regulations or cause these to be
4 violated, and which provides for recovery of wages in addition to penalties. Section 558.1, 1197.1,
5 and 2699(f) similarly impose liability on responsible parties.

6 82. The pre-lawsuit notice requirements set forth in Labor Code § 2699.3 have been
7 initiated by written notice by certified mail to Defendant BWW and to the Labor and Workforce
8 Development Agency, detailing the Labor Code and IWC Wage Order violations averred herein.
9 The waiting requirements will be completed prior to service of this First Amended Complaint.

10 83. Plaintiff is an aggrieved employee as defined in Labor Code §2699(a). They bring
11 this cause on behalf of themselves, the State of California, and other current or former aggrieved
12 employees affected by the labor law violations alleged in this Complaint.

13 84. Plaintiff seeks civil penalties as provided under applicable Labor Code sections for
14 violations of the Labor Code alleged herein pursuant to Labor Code § 2699(a).

15 85. To the extent that any violation alleged herein does not carry a penalty, Plaintiff
16 seeks civil penalties pursuant to Labor Code § 2699(f) for Plaintiff, other current or former
17 employees, and the State for each pay period in which they were aggrieved, in the amounts
18 established by Labor Code § 2699.

19 86. The penalties sought by Plaintiff are to be distributed as mandated in Labor Code §
20 2699(m).

21 87. Plaintiff is also entitled to an award of attorneys’ fees and costs for bringing this
22 claim as set forth below.

23 88. All Defendants are liable to Plaintiff and “other current or former employees and
24 the state” for the civil penalties arising from the violations alleged in this Complaint. As such,
25 Plaintiff individually holds a substantive right to stand in the shoes of the State of California and
26 bring this PAGA claim for the State and other current or former employees.

27 89. Plaintiff is also entitled to an award of attorneys’ fees and costs as set forth below.

28 90. Most of the predicate act violations which serve as the basis for this PAGA claim

(meal and rest period violations, overtime pay violations, failure to pay promised wages) relate to the non-payment of wages or violations of the IWC Wage Orders that were posted at the worksite.

91.

Plaintiffs are aggrieved by Defendants' labor and payroll practices that:

- a. fail to provide timely and/or complete meal and rest breaks, or premium wages in lieu thereof;
- b. fail to pay overtime premium wages;
- c. fail to pay promised wages;
- d. inaccurately keep records of actual hours worked and wages earned; and
- e. fail to reimburse employees for personal cell phones necessary for work.

92.

Wherefore, Plaintiffs request relief as described herein and below.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays that this Court enter judgment in their favor on every claim for relief set forth above and award them, other aggrieved employees, and the Class they seek to represent, relief including, but not limited to, the following:

1.

For unpaid wages, those wages and interest pursuant to the Labor Code provisions cited above, including sections 200-203, 223, 510, and IWC Wage Order No. 5;

2.

For unpaid overtime premium wages, those wages, plus interest thereon, in an amount according to proof at trial;

3.

For failure to pay at least the minimum wage, liquidate damages pursuant to Labor Code section 1194.2, in an amount according to proof at trial;

4.

For unpaid meal and rest period premiums pursuant to the Labor Code provisions cited above, including section 226.7 and 512, and IWC Wage Order No. 5, those premiums, plus interest thereon, in an amount according to proof at trial;

5.

For reimbursement of unpaid business expenses, reimbursement due, plus interest, pursuant to Labor Code section 2802;

6.

For failure to pay all wages on discharge or quit, penalties pursuant to Labor Code section 203;

7.

For failures to provide accurate itemized wage statements, civil penalties for

1 pursuant to Labor Code section 226;

2 8. For failure to provide Plaintiff Ghuman with copies of requested payroll and
3 personnel records, \$1500 in penalties pursuant to Labor Code sections 226(f) and 1198.5;

4 9. Pursuant to PAGA, for all provisions of the Labor code violated as described above
5 for which a civil penalty is specifically provided, civil penalties for each aggrieved employee as
6 specifically provided by statute;

7 10. For an order imposing all statutory and/or civil penalties provided by law, including
8 but not limited to, penalties under Labor Code §§ 203, 203.1, 210, 225.5, 226, 226.3, 226.7, 256,
9 512, 558, 1174.5, 1194, 1194.2, 1197.1, and 2802 relating to all facts alleged in the complaint;

10 11. For all provisions of the Labor Code violated as described above except those for
11 which a civil penalty is specifically provided, a civil penalty pursuant to Labor Code § 2699(f);

12 12. For all other relief available under PAGA;

13 13. For violations of the UCL, restitution to Plaintiff and the Class in amounts to be
14 proven at trial;

15 14. For an award of a preliminary and permanent injunction ordering Defendants to
16 cease the unlawful and unfair business practices as herein alleged;

17 15. For reasonable attorneys' fees and costs pursuant to Labor Code section 218.5,
18 226(e), 1194, and 2699; and

19 16. For such other relief as this Court deems just and proper.

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands trial of their claims by jury to the extent authorized by law. Dated:

22 December 12, 2025

23 **MALLISON & MARTINEZ**

24 

25 Stan S. Mallison
26 Hector R. Martinez
27 Cristina M. Mathews
28 Attorneys for Plaintiff