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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SAN DIEGO

SAUL LOPEZ, an individual, on behalf of
himself, the State of California, and aggrieved
employees pursuant to the Private Attorneys
General Act (PAGA)

Plaintiffs,

vs.

FAMILY RANCH, INC., a California
corporation; and DOES 1 to 20,

Defendants.

Case No.: 25CU065234C

FIRST AMENDED COMPLAINT

- 1. PAGA Claim for Failure to pay minimum/regular/Prevailing/Vacation Wages;**
- 2. PAGA Claim for Failure to Pay State Overtime;**
- 3. PAGA Claim for Failure to Pay Wages Timely;**
- 4. PAGA Claim for Failure to Comply with Meal and Rest Break Laws;**
- 5. PAGA Claim for Failure to Provide Accurate Wage Statements;**
- 6. PAGA Claim for Failure to Provide and Maintain Records;**
- 7. PAGA Claim for Failure to Reimburse Expenses;**
- 8. PAGA Claim for Sick Pay Violations; and**
- 9. PAGA Claim for Violations of Various Miscellaneous Provisions of the Labor Code via the PAGA.**
- 10. Individual Claim for Wage and Hour Violation;**
- 11. Individual Claim for Statutory Damages Pursuant to Lab. Code § 226(e)**
- 12. Individual Claim for Waiting Time Penalty**

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- 13. Individual Claim for Unfair Competition**
- 14. Individual Claim for Retaliation**
- 15. Individual Claim for Wrongful Termination**
- 16. Individual Claim for Failure to Produce Payroll Records**

1 Plaintiff SAUL LOPEZ on behalf of himself, the State of California, and acting for the
2 interests of other current and former employees (“Aggrieved Employees” or “Plaintiffs”), allege the
3 following:

4 **NATURE OF THE ACTION**

5 1. This is a representative action under the Private Attorneys General Act (PAGA) of
6 2004, as amended, Labor Code §§ 2698, *et seq.* in which Plaintiffs are seeking civil penalties on
7 behalf of the State of California for all Aggrieved Employees. *Adolph v. Uber Technologies, Inc.*, 14
8 Cal. 5th 1104 (2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

9 **JURISDICTION AND VENUE**

10 2. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction
11 is proper in the Superior Court of California, County of San Diego, State of California because
12 Plaintiffs allege claims arising under California law.

13 3. This Court has jurisdiction over the Defendants because each is an association,
14 corporation, business entity, or individual that conducts substantial business in the State of
15 California.

16 4. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the
17 Superior Court of California for the County of San Diego because Defendants are doing business in
18 the County of San Diego, California, the misconduct occurred in the County of San Diego, and
19 because PAGA enforcement actions are not limited to the county in which Aggrieved Employees
20 performed work. *See Crestwood Behavioral Health, Inc. v. Superior Court*, 60 Cal. App. 5th 1069,
21 1075 (2021) (in a PAGA action, a plaintiff is not limited to the county in which he or she performed
22 work).

23 **THE PARTIES**

24 5. Plaintiff SAUL LOPEZ is an individual and a resident of the State of California.

25 6. Defendant FAMILY RANCH, INC., is a California corporation that is and was at all
26 times relevant doing business in and had substantial ties to the State of California.

27 7. The true names and capacities, whether individual, corporate, associate or otherwise of
28 the Defendants named herein as DOES 1 to 20, are unknown to Plaintiffs at this time. Plaintiffs

1 therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of
2 Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and
3 capacities of DOES 1 to 20 when their names are ascertained. Plaintiffs are informed and believe, and
4 based thereon allege, that each of the DOE Defendants is in some manner liable to Plaintiffs for the
5 events and actions alleged herein.

6 8. Unless otherwise specified by name, the named Defendants and DOES 1 to 20 will
7 be collectively referred to as "DEFENDANT EMPLOYER" and/or "Defendants."

8 9. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
9 was acting as an agent, joint venturer, an integrated enterprise and/or alter ego for each of the other
10 Defendants and each were co-conspirators with respect to the acts and the wrongful conduct alleged
11 herein so that each is responsible for the acts of the other pursuant to the conspiracy and in proximate
12 connection with the other Defendant(s).

13 10. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
14 was acting partly within and partly without the scope and course of their employment, and was acting
15 with the knowledge, permission, consent, and ratification of every other Defendant.

16 11. Plaintiffs are informed and believe, and based thereon allege that each of the
17 Defendants was an agent, managing general partner, managing member, owner, co-owner, partner,
18 employee, and/or representative of each of the Defendants and was at all times material hereto, acting
19 within the purpose and scope of such agency, employment, contract and/or representation, and that
20 each of them is jointly and severally liable to Plaintiffs.

21 12. Plaintiffs are informed and believe, and based thereon allege that each of the
22 Defendants is liable to Plaintiffs under legal theories and doctrines including but not limited to (1)
23 joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts
24 set forth below.

25 13. Plaintiffs are informed and believe, and based thereon allege, that each of the named
26 Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or
27 joint employer of the Plaintiffs/Class Members making each of them liable for the wage and hour
28 violations alleged herein.

14. Plaintiffs are informed and believe, and therefore allege, that one, more than one, or each of the named Defendants are liable to the Plaintiffs under legal theories and doctrines including but not limited to (1) the common law joint employer doctrine and/or (2) Labor Code § 2810.3 because at least one of these named Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

GENERAL ALLEGATIONS

15. Family Ranch, Inc., own and operate a farm.

16. During all times relevant, Defendants hired and employed the named Plaintiff as a nonexempt worker who worked as an agriculture laborer.

17. The named Plaintiff is an “aggrieved employee” within the meaning of the PAGA because Defendants employed Plaintiff in California and Plaintiff experienced one or more of the alleged Labor Code violations committed against the Plaintiffs, and therefore the named Plaintiff are properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

18. California law provides that an Aggrieved Employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

19. On information and belief, current and former employees of Defendants suffered from Defendants' Labor Code violations..

20. Throughout the named Plaintiff's employment, Plaintiffs would work more than 40 hours in a week.

21. Though the named Plaintiff worked in excess of 40 hours in a week, Defendants failed to pay him and Plaintiffs at the statutorily required overtime rate of pay.

22. Plaintiffs would typically work for Defendants Monday-Saturday.

23. The time that Plaintiffs worked for Defendants on Saturday would not be reflected on their wage statements.

1 24. The time that Plaintiffs worked for Defendants on Saturday would be paid in cash.

2 25. On information and belief, Defendants paid Plaintiffs in cash to avoid paying

3 Plaintiffs at the required overtime rate of pay.

4 26. Throughout Plaintiffs' employment, Defendants would pay them at a rate less than

5 their agreed upon hourly rate of pay.

6 27. Throughout Plaintiffs' employment, Defendants failed to indicate Plaintiffs' rate of

7 pay on his wage statements.

8 28. Throughout Plaintiffs' employment, Defendants failed to accurately state the address

9 of Family Ranch, Inc. on Plaintiffs' wage statements.

10 29. In or around the end of summer, 2024, the named Plaintiff complained to Defendants

11 that he was not receiving overtime pay.

12 30. Rather than correcting their behavior and paying named Plaintiff as required,

13 Defendants terminated named Plaintiff's employment.

14 31. The named Plaintiff was not paid all wages due and payable within twenty-four (24)

15 hours of the cessation of his employment.

16 32. On or about June 17, 2025, Plaintiffs' counsel requested the named Plaintiff's payroll

17 records, including any and all wage statements.

18 33. Defendants failed to produce the named Plaintiff's wage statements.

19 **Failure to Provide Payroll Records and Plaintiff's Personnel File.**

20 34. Within the last 12 months, Plaintiffs, via counsel, sent letters to DEFENDANT

21 EMPLOYER requesting access to Plaintiffs' payroll records and employee personnel files.

22 35. DEFENDANT EMPLOYER responded, providing only selected portions of

23 Plaintiffs' requested records.

24 36. To date, missing from the production are, among other things, employee handbooks

25 Plaintiffs signed for, time records, and who knows what else. *See Iljas v. Ripley Entm't Inc.*, 403 F.

26 Supp. 3d 793, **19-20 (N.D. Cal. 2019) (held summary judgement granted to former plaintiff-

27 employee for claims via LC 226 and 1198.5 for failure to provide wage statements thus awarding

28 penalties, fees, and costs); *Harper v. Charter Communs., LLC*, 2021 U.S. Dist. LEXIS 28747, *61-

62 (E.D. Cal. 2021) (court denied defendant's MSJ where plaintiff-employee showed evidence that defendant-employer failed to timely provide all wage statements, corrective action reports, letters related to their termination, and commission plan documents and receipts in its production); *County v. Cedars-Sinai Med. Ctr.*, 2020 Cal. Super. LEXIS 52468, *5 (court denied defendant's demurrer to plaintiff's LC 226 claim that defendant failed to produce time records and employee handbooks).

Minimum Wage/Regular/Prevailing Wage claims.

37. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, DEFENDANT EMPLOYER paid Aggrieved Employees wages at less than the rate required under state, federal, and local law.

38. This claim is premised, in part, on Defendants' failure to provide Plaintiffs' time records.

39. Plaintiffs are informed and believe and based thereupon allege that at various times Defendants did not fully compensate Aggrieved Employees for their labor pursuant to the prevailing wage laws of California by, for example, making any fringe benefit contributions that could offset the prevailing wage rate of pay for the classification of their labor or paying the higher rate of pay as required under the prevailing wage laws of California, among other reasons.

40. California's "prevailing wage is a minimum wage, and therefore the workers may assert their express rights to recover their unpaid prevailing wages under the minimum wage provisions of section 1194." *Kirby v. Immoos Fire Prot., Inc.*, 53 Cal. 4th 1244, 1252 (2012); *Road Sprinkler Fitters Local Union No. 669 v. G&G Fire Sprinklers, Inc.*, 102 Cal. App. 4th 765, 770 (2002).

41. Plaintiffs are informed and believe and thereon allege that Defendants, for example, had a habit of calling Aggrieved Employees when they home and off-the-clock to ask them work-related questions, requiring Aggrieved Employees to perform pre and post-shift work, thus causing Aggrieved Employees to work off the clock depriving Aggrieved Employees from compensation.

42. Plaintiffs are informed and believe and thereon allege that Defendants used a timekeeping system whereby Defendants rounded down Aggrieved Employees' worktime, resulting in lost wages in an amount to be determined at trial.

1 43. Plaintiffs are informed and believe and based thereupon allege that the named Plaintiff
2 and other Aggrieved Employees worked long enough to accrue vacation pay within the meaning of
3 Defendants' vacation policy.

4 44. Plaintiffs are informed and believe and based thereupon allege that Defendants failed
5 to pay Plaintiff and, upon information and belief the Aggrieved Employees, accrued vacation pay.

6 45. As a result of the foregoing, Defendants refused to pay Aggrieved Employees for the
7 above-described hours at their regular rate or minimum wage rate in an amount to be determined at
8 trial.

9 **Failure to Pay State Overtime.**

10 46. During all times relevant, Plaintiffs are informed and believe and thereon allege that
11 pursuant to company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to
12 pay Aggrieved Employees state overtime compensation and/or the correct amount of overtime and
13 sick pay compensation.

14 47. This claim is generally premised on the facts described above, but when Aggrieved
15 Employees also had the right to overtime compensation, Defendants failed to pay Aggrieved
16 Employees overtime or the correct amount of overtime in an amount to be proven at trial.

17 48. Further, Plaintiffs are informed and believe and thereon allege that DEFENDANT
18 EMPLOYER failed to pay Aggrieved Employees for the right amount of overtime and sick pay due
19 to Defendants' failure to include "incentive pay" into Aggrieved Employees' regular rate of pay for
20 overtime and/or sick pay and/or PTO purposes in an amount to be proven at trial.

21 **Meal and Rest Break Claims.**

22 49. During all times relevant, Plaintiffs are informed and believe and thereon allege that
23 pursuant to company policy and/or practice and/or direction, DEFENDANT EMPLOYER failed to
24 authorize and/or permit Aggrieved Employees to take all their compliant off-duty meal and rest
25 breaks during the required timeframe as required by law and failed to pay them premium pay, in an
26 amount to be proven at trial.

27 50. This claim is premised, in part, on Defendants failure to provide Plaintiffs' time
28 records.

1 51. Plaintiffs are informed and believe and thereon allege that when Aggrieved Employees
2 worked more than five and/or ten hours in a workday, they were deprived their right to take lawful
3 meal breaks and Defendants failed to pay them premium pay for the missed or noncompliant meal
4 breaks, in an amount to be proven at trial.

5 52. By way of example, Plaintiffs are informed and believe and thereon allege that
6 Aggrieved Employees clocked out for meal breaks but would many times continue working, thus
7 unlawfully depriving them of an uninterrupted meal break.

8 53. As for rest breaks, because of Defendants' policy, practice, and work demands,
9 Defendants prevented Aggrieved Employees from taking all their uninterrupted rest breaks to which
10 they had the right to enjoy, in an amount to be proven at trial, and Defendants failed to pay them
11 premium pay as required under California law. *See Augustus v. ABM Security Services*, 2 Cal. 5th 257
12 (2016).

13 54. The foregoing are examples of what Plaintiffs believe are many instances of how
14 Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful breaks.

15 **Failure to Reimburse.**

16 55. During all times relevant, Plaintiffs are informed and believe and thereon allege that
17 pursuant to company policy and/or practice and/or direction, DEFENDANT EMPLOYER required
18 Aggrieved Employees to incur various work-related expenses which were never reimbursed.

19 56. Plaintiffs are informed and believe and thereon allege the unreimbursed purchases
20 the named Plaintiff and Aggrieved Employees were required to make to perform their work include,
21 but are not limited to cell phone and cell phone data. *See Cochran v. Schwan's Home Service, Inc.*,
22 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones
23 for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether
24 the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement
25 owed is a reasonable percentage of their cell phone bills.")

26 **Erroneous Wage Statements in Violation of Labor Code § 226.**

27 57. During all times relevant, and pursuant to company policy and/or practice and/or
28 direction and continuing to the present, and pursuant to company policy and/or practice and/or

1 direction, Plaintiffs are informed and believe and thereon allege that Defendants issued confusing and
2 inaccurate wage and earning statements to Aggrieved Employees in violation of Labor Code § 226.

3 58. Plaintiffs allege Aggrieved Employees' paystubs were inaccurate because Defendants
4 failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

5 **Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256, etc.**

6 59. During all times relevant and pursuant to the above-mentioned policies, Plaintiffs are
7 informed and believe and thereon allege that DEFENDANT EMPLOYER failed to pay all wages to
8 which Aggrieved Employees had the right to receive under the law in a timely manner.

9 60. As to the named Plaintiff specifically, as alleged above Defendants failed to timely
10 pay Plaintiff wages in violation of the Labor Code including but not limited to §§ 201-203, and 204.

11 **Failure to Maintain Records.**

12 61. Plaintiffs are informed and believe and based thereupon allege that at various times
13 Defendants also did not comply with Labor Code §§ 1174, 1776, or both because Defendants did not
14 maintain or retain records required to be maintained per the Labor Code.

15 **REPRESENTATIVE ACTION (PAGA) CLAIMS**

16 62. This is a PAGA enforcement action filed pursuant to Labor Code §§ 2698, 2699 that
17 generally consists of the following group:

18 **All persons Defendants employed in the State of California from**
19 **September 28, 2024 to the present.**

20 63. All members of the above group will be referred to as the "Aggrieved Employees."

21 64. The "PAGA Period" means from **September 28, 2024** to the present, the timeframe
22 where the scope of statute allows Plaintiffs to recover penalties.

23 65. California law provides that an employee may file an action against an employer to
24 recover penalties for violations of the Labor Code and Wage Orders provided the aggrieved employee
25 files an action on behalf of him/her or herself/himself and similarly-situated current and former
26 employees.

27 66. At all material times, DEFENDANT EMPLOYER and DOES 1 to 20 were and/or are
28 Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer,

1 within the meaning of California Labor Code § 558, who violated or caused to be violated, a section
2 of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work
3 in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each
4 underpaid employee as set for in Labor Code § 558.

5 67. As set forth in further detail below, because of the analysis and investigation of the
6 Plaintiffs' claims, Plaintiffs' attorneys sent correspondence to the California Labor and Workforce
7 Development Agency (LWDA) and to DEFENDANT EMPLOYER informing DEFENDANT
8 EMPLOYER of their claims and their intent to pursue litigation.

9 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10 68. On or about **September 8, 2025**, Plaintiffs began to exhaust their administrative
11 remedies by sending correspondence to the LWDA and via certified mail to DEFENDANT
12 EMPLOYER indicating Plaintiffs are pursuing the claims alleged in this Complaint pursuant to the
13 PAGA.

14 69. The statutory period for Plaintiffs to exhaust administrative remedies has expired,
15 and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the
16 applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A)
17 within the statutory period.

18 70. Therefore, Plaintiffs have exhausted all applicable administrative remedies thus
19 permitting Plaintiffs the ability to seek the penalty claims sought in this Complaint.

20 **FIRST CAUSE OF ACTION**

21 **Representative Claim for PAGA Penalties**

22 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

23 **Failure to Pay Local/State Minimum/Regular/Prevailing Wages**

24 **in Violation of California Labor Code §§ 227.3, 1194, 1197, 1197.1,**

25 **1771, 1774, 1776, 1811, and 1815, 1198, and the applicable Industrial Welfare Commission**

26 **(IWC) Wage Order via § 1198, and**

27 **where applicable the Local Min. Wage Ordinance**

28 **(Against all Defendants)**

1 71. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as
2 though set forth herein.

3 72. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, and
4 1198, it is unlawful for a California employer to suffer or permit an employee to work without
5 paying wages for all hours worked, as required by the applicable IWC Wage Order and, where
6 applicable on public works projects, prevailing wage laws.

7 73. Labor Code § 227.3 provides that “[u]nless otherwise provided by a collective
8 bargaining agreement, whenever a contract of employment or employer policy provides for vacation
9 time, all vested vacation shall be paid to him as wages in accordance with such contract or
10 employment or employer policy respecting eligibility or time served; provided, however, that an
11 employment contract or employer policy shall not provide for the forfeiture of vested vacation time
12 upon termination.”

13 74. During all times relevant, Defendants were required to pay Plaintiffs and other
14 Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages
15 and/or prevailing wages per state law or applicable local law.

16 75. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs’
17 employment with Defendants.

18 76. Pursuant to the applicable Wage Order, “hours worked” include the time during
19 which an employee is “suffered or permitted to work, whether or not required to do so.”

20 77. Under state and, where appropriate, local law, every employer must pay each
21 nonexempt employee minimum wages. (*See, e.g.,* Los Angeles County Minimum Wage Ordinance;
22 San Diego Minimum Wage Ordinance, etc.)

23 78. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for
24 any violations of the foregoing laws during the proposed PAGA Period.

25 79. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the
26 payment of a wage less than the minimum wage “applicable to the employee” including attorneys’
27 fees, costs, and interest.

28 80. At all material times, Defendants were and/or are Aggrieved Employees’ employers

1 or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
2 Labor Code §§ 558 and 558.1, and, as such, are subject to civil penalties for each underpaid
3 employee as set for in Labor Code § 558.

4 81. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of
5 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
6 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
7 violation in which Defendants violated the minimum wage and/or regular wage provisions of the
8 Labor Code, including but not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774,
9 1776, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all
10 in an amount to be shown according to proof at trial.

11 82. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover
12 from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein all in an
13 amount to be shown according to proof at trial.

14 **SECOND CAUSE OF ACTION**

15 **Representative Claim for PAGA Penalties**

16 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

17 **Failure to Pay State Overtime and/or Double-Time Compensation**

18 **in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, §§ 351-356,**

19 **1182.12, 1194, 1194.2, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, 1198, and the Applicable IWC**

20 **Wage Order**

21 (Against all Defendants)

22 83. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
23 set forth herein.

24 84. California law requires an employer to pay each employee for the actual hours
25 worked. *See* Cal. Labor Code §§ 200, 226.

26 85. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs'
27 employment with Defendants.

28 86. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours

1 worked” include the time during which an employee is “suffered or permitted to work, whether or
2 not required to do so.”

3 87. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage
4 Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and
5 eight (8) hours in a day, the employer must pay the employee’s regular hourly wage.

6 88. For each hour (or fraction thereof) an employee works over forty (40) hours in a
7 week or more than eight (8) hours in a workday the employer must pay the rate of one and a half
8 times the employee’s regular hourly wage.

9 89. For each hour (or fraction thereof) an employee works more than twelve (12) hours
10 in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer
11 must compensate the employee at the rate of no less than twice the regular rate of pay for that
12 employee.

13 90. At all material times, Defendants were and/or are Aggrieved Employees’ employers
14 or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California
15 Labor Code §§ 558 and 558.1, and, as such, are subject to penalties for each underpaid employee as
16 set for in Labor Code § 558.

17 91. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of
18 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
19 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
20 violation in which Defendants violated the overtime provisions of the Labor Code, including but not
21 limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be
22 shown according to proof at trial.

23 92. Pursuant to Labor Code § 2699, Plaintiffs seek to recover from Defendants, and each
24 of them, penalties, attorneys’ fees, and costs incurred herein all in an amount to be shown according
25 to proof at trial.

26 **THIRD CAUSE OF ACTION**

27 **Representative Claim for PAGA Penalties**

28 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

1 **Failure to Timely Pay Earned Wages in Violation of California**

2 **Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

3 **218.5, 218.6, 256, 1198, and the applicable Wage Order**

4 (Against all Defendants)

5 93. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
6 set forth herein.

7 94. Pursuant to Labor Code § 201, “If an employer discharges an employee, the wages
8 earned and unpaid at the time of discharge are due and payable immediately.”

9 95. Pursuant to Labor Code § 201.3, temporary employment agencies must pay
10 temporary employees weekly.

11 96. Pursuant to Labor Code § 202, “If an employee not having a written contract for a
12 definite period quits his or her employment, his or her wages shall become due and payable not later
13 than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her
14 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

15 97. Labor Code § 203 provides, in pertinent part: “If an employer willfully fails to pay,
16 without abatement or reduction, ... any wages of an employee who is discharged or who quits, the
17 wages of the employee shall continue as a penalty from the due date thereof at the same rate until
18 paid or until an action therefore is commenced; but the wages shall not continue for more than 30
19 days. ...”

20 98. Pursuant to Labor Code § 204, “all wages ... earned by any person in any
21 employment are due and payable twice during each calendar month, on days designated in advance
22 by the employer as the regular paydays.”

23 99. Pursuant to Labor Code § 204b, “Labor performed by a weekly-paid employee
24 during any calendar week and prior to or on the regular payday shall be paid for not later than the
25 regular payday of the employer for such weekly-paid employee falling during the following
26 calendar week.”

27 100. Defendants did not properly pay Plaintiff and potentially other Aggrieved Employees
28 pursuant to the requirements of Labor Code §§ 201, 202, 204 and/or 204b and thereby Plaintiffs

1 seek the remedies sought in this Complaint.

2 101. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved
3 Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the
4 meaning of California Labor Code § 558, and, as such, are subject to penalties for each underpaid
5 employee as set for in Labor Code § 558.

6 102. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for
7 any violations of the foregoing Labor laws during the proposed PAGA Period.

8 103. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of
9 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
10 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
11 violation in which Defendants violated Labor Code §§ 201, 202, 203, 204, 204b, and 256.

12 104. Plaintiffs seek all waiting time penalties, interest, attorneys' fees, costs, damages, and
13 other remedies pursuant to the PAGA in an amount to be proven at trial all in an amount to be
14 shown according to proof at trial.

15 **FOURTH CAUSE OF ACTION**

16 **Representative Claim for PAGA Penalties**

17 **Under California Labor Code §§ 2698, 2699, *et seq.* for**

18 **Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7,**
19 **512, 1198, and the applicable IWC Wage Order**

20 (Against all Defendants)

21 105. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
22 set forth herein.

23 106. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for
24 any violations of Labor Code §§ 226.7, 512, and 1198 during the proposed PAGA Period.

25 107. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
26 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
27 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
28 violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact

1 amount of the applicable penalty is all in an amount to be shown according to proof at trial.

2 108. Wherefore, Plaintiffs request all remedies available to them and to the Aggrieved
3 Employees pursuant to the PAGA all in an amount to be shown according to proof at trial.

4 **FIFTH CAUSE OF ACTION**

5 **Representative Claim for PAGA Penalties**

6 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
7 **Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,**
8 **and the applicable IWC Wage Order**

9 (Against all Defendants)

10 109. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
11 set forth herein.

12 110. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in pertinent
13 part, that every employer shall, “semimonthly or at the time of each payment of wages, shall furnish
14 to his or her employees, either as a detachable part of the check, draft, or voucher paying the
15 employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized
16 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3)
17 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
18 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
19 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of
20 the period for which the employee is paid, (7) the name of the employee and only the last four digits
21 of his or her social security number..., (8) the name and address of the legal entity that is the
22 employer. . . , and (9) all applicable hourly rates in effect during the pay period and the
23 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1,
24 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay
25 and the total hours worked for each temporary services assignment. . .” (Labor Code § 226
26 subdivision (a).)

27 111. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for
28 any violations of Labor Code §§ 226, 226.3, 226.6, and 1198 during the proposed PAGA Period.

1 112. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of
2 one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
3 and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent
4 violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions
5 alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown
6 according to proof at trial.

7 113. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees seek to recover
8 from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein under §§
9 226, 226.3, and 226.6 all in an amount to be shown according to proof at trial.

10 **SIXTH CAUSE OF ACTION**

11 **Representative Claim for PAGA Penalties**

12 **For Failure to Maintain and Timey Provide Required**

13 **Records in Violation of California**

14 **Labor Code §§ 226, 432, 1198.5, 1174 and**

15 **the Applicable Wage Order and/or § 1198**

16 (Against All Defendants)

17 114. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though
18 set forth herein.

19 115. Section 7 of the typical Wage Order requires every employer to maintain time and
20 payroll records.

21 116. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any
22 violations of Labor Code § 1174 for failing to maintain certain records which employers are
23 required to maintain, including but not limited to, any prevailing wage records and accurate record
24 indicating the number hours worked by the Plaintiffs.

25 117. California Labor Code § 226, subdivision (b), requires employers doing business in
26 California to "afford current and former employees the right to inspect or copy records pertaining to
27 their employment, upon a reasonable request to the employer..." and subdivision (c), requires
28 employers to produce such records within "21 calendar days from the date of the request."

1 118. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226
2 because, among other reasons, the requested documents are “records pertaining to [his]
3 employment.”

4 119. California Labor Code § 432, subdivision (b), requires employers doing business in
5 California to provide current, former employees, and applicants copies of all written instruments
6 they sign upon request.

7 120. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432
8 because some of the records requested constitute written instruments the Plaintiff signed.

9 121. California Labor Code § 1198.5, *et seq.*, similarly provides current and former
10 employees the right to inspect their employee personnel records and requires the employer to
11 provide the employee access to such records no later than 30 calendar days from the date the
12 employer receives a written request.

13 122. As it pertains to “records,” § 7 of Wage Order 5 provides:

14
15 (A) Every employer shall keep accurate information with respect to each
employee including the following:

16 (1) Full name, home address, occupation and social security
number.

17 (2) Birth date, if under 18 years, and designation as a minor.

18 (3) Time records showing when the employee begins and ends
each work period. Meal periods, split shift intervals and total daily hours
19 worked shall also be recorded. Meal periods during which operations
cease and authorized rest periods need not be recorded.

20 (4) Total wages paid each payroll period, including value of board,
lodging, or other compensation actually furnished to the employee.

21 (5) Total hours worked in the payroll period and applicable rates of
pay. **This information shall be made readily available to the employee
22 upon reasonable request.**

23 (6) When a piece rate or incentive plan is in operation, piece rates
or an explanation of the incentive plan formula shall be provided to
24 employees. An accurate production record shall be maintained by the
employer.

25 (B) Every employer shall semimonthly or at the time of each payment of
wages furnish each employee, either as a detachable part of the check,
26 draft, or voucher paying the employee’s wages, or separately, an itemized
statement in writing showing: (1) all deductions; (2) the inclusive dates of
27 the period for which the employee is paid; (3) the name of the employee or
the employee’s social security number; and (4) the name of the employer,
28

provided all deductions made on written orders of the employee may be aggregated and shown as one item.

(C) All required records shall be in the English language and in ink or other indelible form, properly dated, showing month, day and year, and shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. An employee's records shall be available for inspection by the employee upon reasonable request.

(D) Clocks shall be provided in all major work areas or within reasonable distance thereto insofar as practicable.

Wage Order 14, § 7 (emphasis added).

123. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff's personnel file within the meaning of Labor Code § 1198.5.

124. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

125. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the PAGA all in an amount to be shown according to proof at trial.

SEVENTH CAUSE OF ACTION

Representative Claim for PAGA Penalties

Under California Labor Code §§ 2698, 2699, *et seq.* for

Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of

California Labor Code §§ 2802, 1198, and the Applicable Wage Order

(Against all Defendants)

126. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

127. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their

1 employer.

2 128. California Labor Code § 2804 prohibits waiver of this statutory right.

3 129. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any
4 violations of Labor Code § 2802 for failing to reimburse employees for work-related expenses.

5 130. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one
6 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and
7 two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in
8 which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this
9 Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to
10 proof at trial.

11 131. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to the
12 PAGA all in an amount to be shown according to proof at trial.

13 **EIGHTH CAUSE OF ACTION**

14 **Representative Claim for Civil Penalties Under the PAGA for**

15 **Violations of Labor Code §§ 246 and 246(l) and**

16 **Municipal Paid Sick Leave Ordinances**

17 132. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set
18 forth herein.

19 133. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law, employers in
20 California must provide employees with paid sick leave to be paid at a specified rate of pay which
21 must factor in additional earnings during a given pay period wherein such leave is used. *Wood v.*
22 *Kaiser Foundation Hospitals*, 88 Cal. App. 5th 742 (2023).

23 134. Plaintiffs are informed and believe and therefore allege that Defendants did not pay sick
24 leave to Aggrieved Employees in violation of California law.

25 135. Defendants have failed to (1) provide paid sick leave; (2) include required information
26 about paid sick leave in wage notices and/or wage statements, including without limitation
27 information on the amount of paid sick leave hours accrued; (3) provide required information about
28 paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire,

1 provide employees with written notice of the employer's name, address, and telephone number; (5)
2 provide required information about paid sick leave in English, Spanish, Chinese, and in all
3 languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7)
4 maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have
5 violated one or more municipal sick leave ordinances, including without limitation the sick leave
6 ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco,
7 and Santa Monica.

8 136. The PAGA imposes upon Defendants, and each of them, civil penalties for violating
9 Labor Code §§ 246 and 246(l).

10 137. Civil penalties under the PAGA are equitable in nature. *Nationwide Biweekly Admin.,*
11 *Inc. v. Superior Ct. of Alameda Cty.*, 9 Cal. 5th 279 (2020).

12 138. At all material times, Defendants were and/or are Aggrieved Employees' employers or
13 persons acting on behalf of Aggrieved Employees' employer, within the meaning of California
14 Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1
15 of the California Labor Code or any provision regulating hours and days of work in any Order of the
16 Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as
17 set for in Labor Code § 558.

18 139. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of
19 one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two
20 hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all
21 Labor Code provisions for which a civil penalty is not specifically provided.

22 140. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute,
23 Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to
24 proof.

25 141. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover
26 attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown
27 according to proof.

28 142. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of

1 California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties,
2 attorneys' fees, and costs incurred herein in an amount to be determined at trial.

3 **NINTH CAUSE OF ACTION**

4 **Representative Claim for PAGA Penalties**

5 **Under California Labor Code §§ 2698, 2699, *et seq.* for**
6 **for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,**
7 **201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**
8 **of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4,**
9 **230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections**
10 **233, 234, 245-251, §§ 351-356, and 403, subdivision (b) of Section 404, Sections 432, 432.2,**
11 **432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5,**
12 **852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5,**
13 **1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,**
14 **1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,**
15 **1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections**
16 **1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31,**
17 **1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1,**
18 **Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections**
19 **3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

20 (Against all Defendants)

21 143. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set
22 forth herein.

23 144. Plaintiffs have sent their written notice to the LWDA and Defendants of the specific
24 sections of the California Labor Code Defendants violated and continue to violate.

25 145. Plaintiffs will file an amended complaint once they have exhausted their
26 administrative remedies and are entitled to pursue claims and remedies as authorized by PAGA.

27 146. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a
28 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,

1 commissions, boards, agencies or employees for violation of the code may, as an alternative, be
2 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself
3 and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

4 147. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for
5 any violations of the foregoing Labor Codes.

6 148. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged
7 violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are
8 properly suited to represent the interests of other current and former Represented Employees.

9 149. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for
10 violating Labor Code subdivision (k) of Section 96, Sections 98.6, 132a, 201.5, 201.7, 203.1, 203.5,
11 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213,
12 Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and
13 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-251,
14 351-356, and 403, subdivision (b) of Section 404, Sections 432, 432.2, 432.5, 432.7, 435, 450, 511,
15 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973,
16 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage
17 Order, subdivision (b) of Section 1198.3, 1198.5, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294,
18 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2,
19 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,
20 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735,
21 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and
22 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

23 150. As to Labor Code §§ 96, 98.6, 132a, and 1102.5, *et seq.*, Plaintiff alleges that
24 Defendants discriminated and retaliated against the named Plaintiff because of workplace
25 complaints the Named Plaintiff made about his manager just before his termination and Defendants’
26 fear that Plaintiff would report Defendants to governmental authorities.

27 151. As to California Labor Code § 1776, *et seq.*, Plaintiff alleges Defendants deprived
28 the named Plaintiff of the right to inspect his employee prevailing wage records.

152. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the “Hours and Days of Work” section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee 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; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

153. Plaintiffs seek penalties for Defendants' conduct as alleged herein as permitted by law for every Labor Code provision currently on the books, all statutes of which are incorporated herein by reference as though set forth in full.

154. Pursuant to Labor Code § 2698, *et seq.*, Plaintiffs seek to recover attorney's fees, costs, civil penalties, and wages on behalf of Plaintiff and other current and former Represented Employees as alleged herein all in an amount to be shown according to proof at trial.

TENTH CAUSE OF ACTION

INDIVIDUAL CLAIM FOR WAGE AND HOUR VIOLATION

By Plaintiff Against All Defendants

155. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all previous and subsequent allegations in this complaint.

156. Defendants did not pay Plaintiff all wages owed, including the minimum wage and/or the legal overtime compensation applicable to Plaintiff as required by Lab. Code § 1194 and the applicable wage order.

157. Defendants were aware that Plaintiff regularly worked in excess of forty (40) hours per week.

158. Defendants willfully failed to pay Plaintiff straight time or overtime for all hours worked, including for time spent during the time worked Monday-Friday and the time worked

1 Saturdays, which should have been compensated at proper straight and overtime rates in
2 accordance with the law.

3 159. Therefore, Plaintiff is entitled to recover all unpaid compensation, including,
4 without limitation, straight time and overtime compensation that defendants did not pay Plaintiff, as
5 well as prejudgment interest.

6 160. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
7 218.5.

8 **ELEVENTH CAUSE OF ACTION**

9 **INDIVIDUAL CLAIM FOR STATUTORY DAMAGES PURSUANT TO LAB.**

10 **CODE § 226(e)**

11 **By Plaintiff Against All Defendants**

12 161. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
13 previous and subsequent allegations in this complaint.

14 162. Pursuant to Lab. Code § 226(a)(1)-(9), employers must issue wage statements to
15 their employees that accurately include 9 distinct pieces of information. The failure to comply
16 with just one of these 9 requirements triggers an employer's liability for statutory damages
17 pursuant to Lab. Code § 226(e).

18 163. Plaintiffs pay stubs are deficient and non compliant in that:

19 i. The paystubs failed to accurately state Plaintiffs gross wages or net wages
20 earned, including, without limitation, regular rate of pay and overtime pay, in violation of Lab.
21 Code § 226(a)(1) and Lab. Code § 226(a)(5),

22 ii. The paystubs failed to accurately state the total number of hours
23 worked by Plaintiff, in violation of Lab. Code § 226(a)(2),

24 iii. The paystubs failed to state all applicable hourly rates in effect during
25 the pay period and the corresponding number of hours worked at each hourly rate, in
26 violation of Lab. Code § 226(a)(9).

27 164. As a result, Plaintiff was harmed in that he was unable to promptly and easily
28 determine from the wage statement alone the information listed in § 226(e)(2)(B)(i)-(iii).

1 165. Defendants' failure to comply with the requirements of Lab. Code § 226(a) was
2 knowing and intentional.

3 166. Pursuant to Lab. Code § 226(e)(1), Plaintiff is therefore entitled to a statutory penalty
4 of fifty dollars (\$50) for the initial violation, and one hundred dollars (\$100) per pay period
5 for each subsequent violation.

6 167. Plaintiff is also entitled to attorney fees and costs pursuant to Lab. Code § 226.

7 **TWELFTH CAUSE OF ACTION**

8 **INDIVIDUAL CLAIM FOR WAITING TIME PENALTY**

9 **By Plaintiff Against All Defendants**

10 168. Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all
11 previous and subsequent allegations in this complaint.

12 169. Lab. Code § 203 provides for a waiting time penalty in the event an employer
13 does not

14 timely pay the wages of an employee at the conclusion of their employment. The
15 waiting time penalty provides that the wages of the employee continue as a penalty at the
16 employee's daily rate until paid, not to exceed 30 days.

17 170. Plaintiff's employment with Defendants ended on or about October 10, 2024.

18 171. As of the present date, Defendants have not provided Plaintiff with all wages due
19 and payable.

20 172. Defendants have not compensated Plaintiff for all hours worked, including
21 straight time and overtime hours.

22 173. Defendants' failure to pay was willful.

23 174. It has been more than thirty (30) days since Plaintiff was entitled to all wages due
24 and payable to him.

25 175. Plaintiff is entitled to his daily wage for a period of thirty (30) days as a penalty.

26 176. Plaintiff is entitled to attorney fees and costs pursuant to Lab. Code §§ 1194 and
27 218.5.

28 ///

1 **THIRTEENTH CAUSE OF ACTION**

2 **INDIVIDUAL CLAIM FOR UNFAIR COMPETITION**

3 **By Plaintiff Against All Defendants**

4 177. Plaintiff re-alleges and incorporates by reference each and every allegation contained
5 in the preceding and subsequent paragraphs as though fully set forth herein.

6 178. California Business & Professions Code section 17200 *et seq.* prohibits the
7 engagement of any business acts or practices constituting unfair competition. Section 17200 defines
8 “unfair competition” to mean and include “...any unlawful, unfair or fraudulent business act or
9 practice.”

10 179. Defendants have not provided all wages, overtime premiums, meal period premiums
11 nor rest period premiums owed to Plaintiff in violation of California Labor Code sections 201, 202,
12 203, 204, 216, 510, 512, and 1194. Defendants, have therefore, engaged in unlawful business acts or
13 practices in violation of Business and Professions Code section 17200 *et seq.*

14 180. As a direct and proximate result of Defendants unlawful and/or unfair business act or
15 practices, Plaintiff has suffered an injury-in-fact and was deprived of money or property to which he
16 has valid and cognizable claims.

17 181. The harm to Plaintiff resulting from Defendants’ unlawful business acts or practices
18 far outweighs whatever benefits, if any, such business practices have for Defendants.

19 182. In addition to all other damages properly recoverable, Plaintiff is entitled to all
20 restitution damages arising from Defendants’ unlawful business acts or practices, in an amount to be
21 established according to proof plus interest.

22 183. Plaintiff is further entitled to cumulative damages pursuant to California
23 Business and Professions Code section 17205, and an award of attorneys’ fees pursuant to
24 California Code of Civil Procedure section 1021.5.

25 **FOURTEENTH CAUSE OF ACTION**

26 **INDIVIDUAL CLAIM FOR RETALIATION**

27 **By Plaintiff Against All Defendants**

28 184. Plaintiff re-alleges and incorporates by reference each and every allegation contained

1 in the preceding and subsequent paragraphs as though fully set forth herein.

2 185. California Labor Code section 1102.5(b) prohibits an employer from retaliating
3 against an employee for disclosing information, “to a person with authority over the employee... if
4 the employee has reasonable cause to believe that the information discloses a violation of state or
5 federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation...”

6 186. Plaintiff reported to Defendants that Defendants’ failed to pay him at the required
7 overtime rate of pay.

8 187. In response to Plaintiff’s report, Defendants retaliated against Plaintiff by
9 terminating his employment.

10 188. Plaintiff suffered harm as a result of Defendants’ retaliation, including but not
11 limited to stress, anxiety and worry, and lost wages.

12 189. Plaintiff is entitled to actual and special damages suffered as a result of
13 Defendants’ retaliation in an amount according to proof at the time of trial.

14 190. Lab. Code § 1102.5(f) makes Defendants liable for a civil penalty not exceeding
15 ten thousand dollars for each violation of Labor Code §§1102.5(b) and 1102.5(c), and
16 Plaintiff’s attorney’s fees per Lab. Code § 1102.5(j).

17 **FIFTEENTH CAUSE OF ACTION**

18 **INDIVIDUAL CLAIM FOR WRONGFUL TERMINATION IN VIOLATION OF**
19 **PUBLIC POLICY**

20 **By Plaintiff Against All Defendants**

21 191. Plaintiff re-alleges and incorporates by reference each and every allegation contained
22 in the preceding and subsequent paragraphs as though fully set forth herein.

23 192. Plaintiff was employed by Defendants.

24 193. Defendants terminated Plaintiff.

25 194. Plaintiff’s reporting to Defendants that he was not being paid the statutorily required
26 overtime rate of pay was a substantial motivating reason for Plaintiff’s termination.

27 195. As a direct result of Defendants’ termination Plaintiff has suffered lost wages and
28 benefits, and emotional distress in an amount according to proof at the time of trial.

1 **SIXTEENTH CAUSE OF ACTION**

2 **INDIVIDUAL CLAIM FOR FAILURE TO PRODUCE PAYROLL RECORDS**

3 **By Plaintiff Against All Defendants**

4 196. Claimant hereby incorporates by reference and re-alleges as if fully stated herein all
5 and Plaintiff hereby incorporates by reference and re-alleges as if fully stated herein all and
6 subsequent allegations in this complaint.

7 197. Under Labor Code section 226(c), “[a]n employer who receives a written or oral
8 request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or
9 former employee shall comply with the request as soon as practicable, but no later than 21 calendar
10 days from the date of the request.”

11 198. Plaintiff sent a record request to Defendants June 17, 2025 by regular U.S. mail.

12 199. While Defendants produced some payroll data, Defendants failed to produce any
13 wage statement in response to the request.

14 200. Under Labor Code section 226(h), “[a]n employee may also bring an action for
15 injunctive relief to ensure compliance with this section, and is entitled to an award of costs and
16 reasonable attorney’s fees.’

17 201. Pursuant to Labor Code section 2699, *et seq.*, Plaintiff seeks maximum penalties in
18 an amount according to proof at trial. Plaintiff also seeks attorney’s fees and costs.

19 **PRAYER FOR RELIEF**

20 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

21 1. That Defendants be found liable to the Plaintiffs;

22 2. For all remedies available to the Plaintiffs under the applicable provisions of the
23 Labor Code via the PAGA, i.e., Labor Code § 2698, *et seq.* including an award of attorneys’ fees,
24 costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof
25 to the extent permitted by law;

26 3. For maximum civil penalties available under the Labor Code and applicable Wage
27 Order as described more particularly in this Complaint, including but not limited to penalties
28 pursuant to Labor Code § 558;

1 4. That Aggrieved Employees be awarded reasonable attorneys' fees where available by
2 law, including but not limited to pursuant to Labor Code §§ 2698, *et seq.*, Code of Civil Procedure §
3 1021.5, and/or other applicable laws;

4 5. Actual and special damages in an amount according to proof at the time of trial.

5 6. Premium pay as allowable by law including, without limitation, Lab. Code §§ 226.7 and
6 512.

7 7. Waiting time penalties as allowable by law including, without limitation, Lab. Code § 203.

8 8. Restitution of unpaid wages and premium pay according to proof.

9 9. Interest as allowable by law including, without limitation, Lab. Code § 218.6.

10 10. Attorney fees where allowable by law including, without limitation, Lab. Code § 218.5,
11 Lab. Code § 1194, Lab. Code § 226 and Lab. Code § 1102.5(j).

12 11. Statutory damages where allowable by law including, without limitation Lab. Code §

13 12. 226(e).

14 13. Costs.

15 14. Lost wages and benefits, and emotional distress suffered as a result of Defendants'
16 termination in an amount according to proof at the time of trial.

17 15. Penalties under Labor Code section 2699, *et seq.* for Defendants' failure to produce wage
18 statements.

19 16. Injunctive relief requiring Defendants to produce Plaintiff's wage statements.

20 17. For any other relief the Court may deem just, proper, and equitable.

21
22 Dated: May 6, 2026

Pancer Law Corporation

23 By: Joe Virgilio
24 /s/ Joe Virgilio
25 Attorney for Plaintiffs
26
27
28