

1 **J. GILL LAW GROUP,**
2 *A Professional Corporation*
3 Jasmin K. Gill (SBN 315090)
4 *jasmin@jkgilllaw.com*
5 Ashlie E. Fox (SBN 294407)
6 *ashlie@jkgilllaw.com*
7 Sacha Pomares (SBN 337642)
8 *sacha@jkgilllaw.com*
9 515 South Flower Street, Suite 1800
10 Los Angeles, California 90071
11 Tel: (213) 459-6023; Fax: (310) 728-2137

12 Attorneys for Plaintiff, VICENTE ORNELAS PLASCENCIA, as an aggrieved
13 employee, and on behalf of all other aggrieved employees,
14

15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

16 **FOR THE COUNTY OF LOS ANGELES**

17 VICENTE ORNELAS PLASCENCIA, as an
18 aggrieved employee, and on behalf of all other
19 aggrieved employees under the labor Code
20 Private Attorneys' General Act of 2004,

21
22 Plaintiff,

23
24 v.

25 FM RESTAURANTS ACAPULCO OPCO,
26 LLC, doing business as "Acapulco Restaurant
27 y Cantina", a Delaware limited liability
28 company; FM RESTAURANTS HQ, LLC,
doing business as "Xperience Restaurant
Group", a Delaware limited liability company;
FM RESTAURANTS SIGNATURE OPCO,
LLC, a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV00206**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff VICENTE ORNELAS PLASCENCIA (“Mr. Plascencia” or “Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against FM RESTAURANTS ACAPULCO OPCO, LLC, *doing business as* “Acapulco Restaurant y Cantina”, a Delaware limited liability company (“FM Acapulco”); FM RESTAURANTS HQ, LLC, *doing business as* “Xperience Restaurant Group”, a Delaware limited liability company (“FM HQ”); FM RESTAURANTS SIGNATURE OPCO, LLC, a Delaware limited liability company (“FM Signature”); and any of their respective parents, subsidiaries or affiliated companies within the State of California (FM Acapulco, FM HQ, FM Signature, and DOES 1 through 100, as further defined below, are hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512, 558.1, 1102.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2810.5, 2802, and 6400 *et seq.*, Plaintiff seeks to represent all California employees of Defendants working within one (1) year preceding Plaintiff’s provision of notice to the LWDA of the herein-described Labor Code violations and continuing past the date of Plaintiff’s PAGA Notice letter indefinitely based on Defendants’ continuing violations (“Civil Penalty Period”). On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of Defendants working within the Civil Penalty Period. These employees shall collectively be referred to herein as “Aggrieved Employees”.

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

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil

1 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
2 causes of action complained of herein arose; the county in which the employment relationship
3 began; the county in which performance of the employment contract, or part of it, between Plaintiff
4 and Defendants was due to be performed; the county in which the employment contract, or part of
5 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
6 or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct
7 effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants
8 employ numerous Aggrieved Employees in Los Angeles County.

9 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
10 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
11 County of Los Angeles because Defendants transact business within this judicial district and conduct
12 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
13 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
14 where the defendants committed Labor Code violations against some of its employees].)

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

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

26 7. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
27 96, 98.6, 200, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 245, *et seq.*, 432, 432.3, 510, 512,
28 558.1, 1102.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2810.5, 2802, and

1 6400 *et seq.*, among others.

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

6 9. On or around October 29, 2025, Plaintiff provided written notice pursuant to Labor
7 Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants'
8 violation of various, including the herein-described, provisions of the Labor Code, to the LWDA,
9 as well as by certified mail, with return receipt requested to Defendants, and each of them.

10 10. To the extent that any of the Defendants previously used the notice and cure
11 provisions of Labor Code section 2699.3 within the last twelve months, under Labor Code section
12 2699.3(d), then Defendants, or those who have availed themselves of the cure provisions validly,
13 are not eligible to cure the violations discussed herein under Labor Code section 2699.3 or otherwise
14 using the early evaluation conference process under Labor Code section 2699.3(f).

15 11. Insofar as any of the Defendant(s) is/are determined to have satisfied Labor Code
16 sections 2699(g), 2699(h), or otherwise 2699(d)(1), said Defendants, or any that is determined to
17 have satisfied Labor Code sections 2699(g) or (h), is also, in the alternative, liable for civil penalties
18 pursuant to Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

19 12. Insofar as any of the Defendant(s) is/are determined to have, prior to Plaintiff's
20 PAGA Notice or a request for records under Labor Code sections 226, 432, or 1198.5, from Plaintiff
21 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
22 provisions identified in Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
23 penalties pursuant to Labor Code section 2699(g)(1)-(3).

24 13. Insofar as any of the Defendant(s) is/are deemed to have adequately taken all
25 reasonable steps to be in compliance with all provisions identified in Plaintiff's PAGA Notice within
26 sixty (60) days of receiving Plaintiff's PAGA Notice, said Defendant(s) is/are still liable for civil
27 penalties pursuant to Labor Code section 2699(h)(1)-(3).

28 14. Insofar as the LWDA or a court has issued a finding or determination as to the

1 Defendants, or any of them, that its/their policy(ies) or practice(s) giving rise to such violations
2 was/were unlawful, said Defendant(s) is/are further liable for civil penalties pursuant to Labor Code
3 section 2699(f)(2)(B)(i). Furthermore, insofar as Defendants, or any of them, was/were found to
4 have unlawfully committed some or all of the above-referenced Labor Code violations, said
5 Defendant(s) is/are subject to increased penalties, as applicable, under Labor Code sections
6 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are *not* eligible for reduced penalties under
7 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
8 serving of Plaintiff's PAGA Notice.

9 15. Moreover, regardless of the foregoing, because Defendants' conduct giving rise to
10 the violations described herein was and is malicious, fraudulent, and/or oppressive, the Defendants
11 are thus subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor
12 Code sections 2699(g)(3) and 2699(h)(3), are *not* eligible for reduced penalties under either Labor
13 Code section 2699(g) or 2699(h), for remedying violations either prior to or after the Defendants'
14 receipt of Plaintiff's PAGA Notice.

15 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
16 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
17 calendar days of the October 29, 2025, postmarked date of the herein-described notice sent by
18 Plaintiff to the LWDA and Defendants.

19 **PAGA REPRESENTATIVE ALLEGATIONS**

20 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
21 of failing to pay overtime and double time wages to Plaintiff and other Aggrieved Employees in the
22 State of California in violation of California state wage and hour laws as a result of, without
23 limitation, Plaintiff and other Aggrieved Employees working over eight (8) hours per day, over
24 twelve (12) hours per day, over forty (40) hours per week, and seven (7) straight work days in a
25 work week without paying them proper overtime wages, as a result of, without limitation, failing to
26 accurately track and/or pay for all minutes and hours actually worked at the proper overtime and
27 double time rate(s) of pay; engaging, suffering, or permitting employees to work off the clock and/or
28 being subject to Defendants' control, including, without limitation, by requiring Plaintiff and other

1 Aggrieved Employees: to come early to work without being able to clock in for all that time; to
2 complete pre-shift tasks before clocking in and post-shift tasks after clocking out; to undergo
3 temperature checks off the clock, to clock out for meal periods and continue working; deducting
4 time from employees' hours worked for meal periods not actually taken or shorter in length than the
5 amount of time being automatically deducted; failing to include all forms of remuneration, including
6 non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into
7 the regular rate of pay for the pay periods where overtime was worked and the additional
8 compensation was earned for the purpose of calculating the overtime rate of pay; and editing,
9 deducting, and/or manipulation of time from time entries to show less hours than actually worked,
10 all to the detriment of Plaintiff and other Aggrieved Employees.

11 18. At all relevant times mentioned herein, Defendants had and have a practice or policy
12 of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours
13 worked or otherwise under Defendants' control as a result of, without limitation, failing to
14 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
15 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock
16 and/or be subject to Defendants' control, including, without limitation; by requiring Plaintiff and
17 other Aggrieved Employees: to come early to work without being able to clock in for all that time;
18 to complete pre-shift tasks before clocking in and post-shift tasks after clocking out; to undergo
19 temperature checks off the clock; to clock out for meal periods and continue working; deducting
20 time from employees' hours worked for meal periods not actually taken or shorter in length than the
21 amount of time being automatically deducted; and editing, deducting, and/or manipulation of time
22 from time entries to show less hours than actually worked, all to the detriment of Plaintiff and other
23 Aggrieved Employees.

24 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
26 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
27 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
28 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not

1 providing timely meal periods; failing to provide first and second meal periods altogether; providing
2 short meal periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented
3 employees from leaving the premises for meal periods; and failing to provide compensation for such
4 unprovided meal periods as required by California wage and hour laws.

5 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
7 least ten (10) minutes per four (4) hours worked or major fraction thereof in which they are
8 completely relieved of all of their duties, including, without limitation: by failing to provide rest
9 periods altogether; requiring that they be bundled together and/or with meal periods; interrupting
10 them; not providing them in a timely fashion; not permitting employees to leave the premises;
11 otherwise requiring on-duty/on-call rest periods, and failing to provide compensation for such
12 unprovided rest periods as required by California wage and hour laws.

13 21. At all relevant times mentioned herein, Defendants had and have a policy or practice
14 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
15 labor performed in a timely fashion as required under Labor Code section 204.

16 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
18 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
21 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
22 calculation of gross and net wages earned, as well as gross and net wages paid.

23 23. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to indemnify Plaintiff and other Aggrieved Employees for business-related expenses,
25 including, without limitation, the costs incurred in the purchase of their mandatory uniforms and
26 tools, in direct consequence of the discharge of their duties, or of their obedience to the directions
27 of Defendants, as required by Labor Code section 2802, and other statutory and common law
28 offenses.

1 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
3 accurate time records including wage statements and similar payroll documents under Labor Code
4 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
5 documents signed to obtain or hold employment under Labor Code section 432, personnel records
6 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
7 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
8 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

9 25. At all relevant times mentioned herein, Defendants have had a policy or practice of
10 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
11 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
12 any calendar month shall be paid for between the 16th and 26th day of the month during which the
13 labor was performed, and labor performed between the 16th and the last day, inclusive of any
14 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
15 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
16 seven (7) calendar days following the close of the payroll period in which wages were earned.

17 26. At all relevant times mentioned herein, Defendants had and have a policy or practice
18 of preventing Plaintiff and Aggrieved Employees from using or disclosing the skills, knowledge and
19 experience they obtained at Defendants for purposes of competing with Defendants, including,
20 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
21 a prospective employer, and from disclosing who else works at Defendants and under what
22 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
23 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
24 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
25 Code sections 232, 232.5, and 1197.5, subdivision (k).

26 27. Defendants had and have a policy or practice of preventing Plaintiff and other
27 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
28 to their managers or outside to private attorneys or government officials, among others, in violation

1 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
2 1102.5. In addition, Plaintiff is informed and believes that Defendants' herein-described policies
3 and/or practices prevent Plaintiff and other Aggrieved Employees from disclosing information about
4 unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor
5 Code section 232 and 232.5.

6 28. Defendants had and have a policy or practice of preventing Plaintiff and other
7 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
8 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
9 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
10 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
11 Plaintiff's and other Aggrieved Employee's constitutional rights of freedom of speech and economic
12 liberty.

13 29. Defendants had and have a policy or practice of relying on the salary history
14 information of an applicant for employment as a factor in determining whether to offer employment
15 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
16 including, on Defendants' application for employment, an inquiry regarding current and/or former
17 salary history information, including, without limitation, compensation and benefits of the applicant
18 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
19 Defendants violated, without limitation, Labor Code section 432.3.

20 30. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
21 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
22 violate the California Labor Code as described above, including on behalf of Plaintiff and other
23 Aggrieved Employees pursuant to PAGA.

24 **PARTIES**

25 **A. Plaintiff**

26 31. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
27 is informed and believes, and based thereon alleges, that Defendants employ Plaintiff as a non-
28 exempt employee, with duties that include, but are not limited to, preparing drinks, waiting tables,

1 chopping garnishes, working catering events, and preparing materials before opening. Plaintiff is
2 informed and believes, and based thereon alleges, that Plaintiff has been working for Defendants
3 from approximately June of 1986 to the present.

4 **B. Defendants**

5 32. Plaintiff is informed and believes and based thereon alleges that defendant FM
6 Acapulco is, and at all times relevant hereto was, a limited liability company organized and existing
7 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
8 Angeles, State of California with members and managers domiciled in and citizens of the County
9 of Los Angeles, State of California, which is where all of Plaintiff's causes of action arose. At all
10 relevant times herein, defendant FM Acapulco employed Plaintiff and similarly aggrieved
11 employees within the County of Los Angeles in the State of California.

12 33. Plaintiff is informed and believes and based thereon alleges that defendant FM HQ
13 is, and at all times relevant hereto was, a limited liability company organized and existing under
14 and by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
15 State of California with members and managers domiciled in and citizens of the County of Los
16 Angeles, State of California, which is where all of Plaintiff's causes of action arose. At all relevant
17 times herein, defendant FM HQ employed Plaintiff and similarly aggrieved employees within the
18 County of Los Angeles in the State of California.

19 34. Plaintiff is informed and believes and based thereon alleges that defendant FM
20 Signature is, and at all times relevant hereto was, a limited liability company organized and existing
21 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
22 Angeles, State of California with members and managers domiciled in and citizens of the County
23 of Los Angeles, State of California, which is where all of Plaintiff's causes of action arose. At all
24 relevant times herein, defendant FM Signature employed Plaintiff and similarly aggrieved
25 employees within the County of Los Angeles in the State of California.

26 35. Plaintiff is informed and believes and based thereon alleges that defendants FM
27 Acapulco, FM HQ, and FM Signature are, and at all times relevant hereto were, "person[s]" as
28 defined in Labor Code section 17 and Cal. Bus. & Prof. Code § 17201.

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

JOINT LIABILITY ALLEGATIONS

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

38. All of the acts and conduct described herein of each and every corporate and limited liability company defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate and limited liability company employers, and the owners, officers, directors, members and management-level employees of said corporate and limited liability company employers. In addition thereto, said corporate and limited liability company employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability company employees, agents, and representatives, the defendant corporation and limited liability company respectively and collectively ratified, accepted the

1 benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of
2 the said acts and conduct of the aforementioned corporate and limited liability company employees,
3 agents and representatives.

4 39. Plaintiff is informed and believes, and based thereon allege, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 **FIRST CAUSE OF ACTION**

8 **(Violation of PAGA – Against All Defendants)**

9 40. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
10 and incorporates each by reference as though fully set forth hereat.

11 **Civil Penalties Under Labor Code § 210**

12 41. At all relevant times herein, Labor Code section 204, requires and required that:
13 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
14 between the 16th and 26th day of the month during which the labor was performed, and labor
15 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
16 between the 1st and 10th day of the following month” and for payroll periods such as those that are
17 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
18 the close of the payroll period in which wages were earned.

19 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
20 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
21 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
22 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
23 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
24 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
25 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

26 43. At all relevant times herein, Defendants have had a consistent policy or practice of
27 failing to pay Plaintiff and Aggrieved Employees during their employment on a timely basis as per
28 Labor Code section 204 including, without limitation, for the reasons and in the manner alleged

1 herein. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved Employees are
2 entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the
3 amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
4 employee, and two hundred dollars (\$200) for each Aggrieved Employee for each subsequent
5 violation in connection with each payment that was made in violation of Labor Code section 204 as
6 well as injunctive relief.

7 Civil Penalties Under Labor Code § 226.3

8 44. Defendants had and have a policy or practice of failing to comply with Labor Code
9 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
10 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
11 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
12 corresponding number of hours worked at each hourly rate; and other such information as required
13 by Labor Code section 226, subdivision (a).

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

19 46. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
20 this section are in addition to any other penalty provided by law."

21 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
22 and have a policy or practice of failing to furnish non-exempt employees, including, without
23 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
24 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
25 the corresponding number of hours worked at each hourly rate; and other such information as
26 required by Labor Code section 226, subdivision (a) as alleged herein.

27 48. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
28 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision

1 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
2 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
3 period for each subsequent violation.

4 Violation of Labor Code § 558

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

9 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
10 for each pay period for which the employee was underpaid in addition to an amount sufficient to
11 recover underpaid wages;

12 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
13 employee for each pay period for which the employee was underpaid in addition to an amount
14 sufficient to recover underpaid wages;

15 (3) Wages recovered pursuant to this section shall be paid to the affected
16 employee.

17 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
18 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
19 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
20 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
21 their employment and after their employment separation, receive accurate, itemized wage
22 statements, to be provided with the opportunity to inspect employment records, be provided with
23 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
24 use of paid sick leave.

25 51. As a direct and proximate result of the herein-described Labor Code violations,
26 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
27 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
28 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars

1 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

2 Violation of Labor Code § 1174.5

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

10 53. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
11 every person employing labor in California to “[k]eep a record showing the names and addresses of
12 all employees employed and the ages of all minors.”

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

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

27 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 willfully failed keep adequate or accurate time records including wage statements and similar

1 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
2 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
3 under Labor Code section 1174.

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

8 Violation of Labor Code § 1197.1

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

15 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
16 for each underpaid employee for each pay period for which the employee is underpaid. This amount
17 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant
18 to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

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

24 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
25 Section 203, recovered pursuant to this section shall be paid to the affected employee."

26 59. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
27 Plaintiff and Aggrieved Employees not to be paid minimum wages for all hours worked or otherwise
28 under Defendants' control as a result of, without limitation, failing to accurately track and/or pay

1 for all minutes and hours actually worked at their regular rate of pay that is above the minimum
2 wage; engaging, suffering, or permitting employees to work off the clock and/or be subject to
3 Defendants' control, including, without limitation, by requiring Plaintiff and other Aggrieved
4 Employees: to come early to work without being able to clock in for all that time; to complete pre-
5 shift tasks before clocking in and post-shift tasks after clocking out; to undergo temperature checks
6 off the clock; to clock out for meal periods and continue working; deducting time from employees'
7 hours worked for meal periods not actually taken or shorter in length than the amount of time being
8 automatically deducted; and editing, deducting, and/or manipulation of time entries to show less
9 hours than actually worked, entitling Plaintiff and other Aggrieved Employees to actual and
10 liquidated damages.

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

17 Civil Penalties Under Labor Code § 2699

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

24 62. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
25 each of them, violated the Labor Code sections described herein in each of the preceding paragraphs
26 alleged herein.

27 63. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
28 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and

1 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
2 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

6 **REQUEST FOR JURY TRIAL**

7 A. Plaintiff hereby requests a trial by jury.

8 **PRAYER**

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

- 11 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
12 1174.5, 1197.1, and 2699;
13 B. Injunctive relief under Labor Code sections 2699(e)(1) and 2699(k);
14 C. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
15 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;
16 C. Pre-judgment and post-judgment interest;
17 D. For costs of suit incurred herein; and
18 E. Such other and further relief as the Court deems just and proper.

19
20
21 Dated: January 5, 2026

J. GILL LAW GROUP, P.C.

22
23 BY: /s/ Sacha Pomares

JASMIN K. GILL

24 ASHLIE E. FOX

SACHA POMARES

25 Attorneys for Plaintiff VICENTE ORNELAS
26 PLASCENCIA, as an aggrieved employee, and on
27 behalf of all other aggrieved employees under the labor
28 Code Private Attorneys' General Act of 2004,