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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LESLEY REGINA TIRADO, individually and on behalf of all similarly situated individuals, Plaintiff, v. **HIGHSPRING HOLDINGS LLC**, a Limited Liability Company doing business as **VACO;** and **DOES 1-100**; Defendants.	CASE NO. 26STCV01214 **CLASS ACTION COMPLAINT FOR:** **1) Failure to Pay Minimum Wages;** **2) Failure to Pay Overtime Wages;** **3) Failure to Provide Meal Periods or Premium Pay in Lieu Thereof;** **4) Failure to Provide Rest Periods or Premium Pay in Lieu Thereof;** **5) Failure to Reimburse Necessary Business Expenses;** **6) Failure to Provide and Maintain Accurate Records;** **7) Failure to Pay Wages When Due During Employment and at Separation;** **8) Failure to Produce Requested Records;** **9) PAGA; and** **10) Violation of California's Unfair Competition Law** **<u>Jury Trial Requested</u>**

Plaintiff, LESLEY REGINA TIRADO ("Plaintiff"), on behalf of herself and all other similarly situated current and former employees ("Class Members"), by and through her counsel of record, alleges as follows against HIGHSPRING HOLDINGS LLC doing business as VACO; and DOES 1-100 (collectively, "Defendants"):

PARTIES

1. Plaintiff **LESLEY REGINA TIRADO** is a resident of Los Angeles, California. Plaintiff was employed as an hourly, non-exempt employee of Defendants working as a Customer Service Representative from approximately July 2025 through September 2025. Plaintiff was subject to the policies and practices described in this Complaint at all times during their employment with Defendants.

2. Defendant **HIGHSPRING HOLDINGS LLC doing business as VACO** ("HIGHSPRING") is a Tennessee Limited liability company. On information and belief, HIGHSPRING has employed at least 100 hourly, non-exempt employees in a variety of capacities through the four years leading to this Complaint within the state of California. HIGHSPRING is a Tennessee limited liability company with its principal place of business 5701 S. Eastern Avenue Suite 300, Commerce, California 90040.

3. Plaintiff is not currently aware of the names and true identities of defendants Does 1-100. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. Further references in this complaint to any named Defendants includes the fictitiously named defendants.

4. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each Defendant.

VENUE AND JURISDICTION

5. The court has jurisdiction over all causes of action in this complaint pursuant to

Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and Business & Professions Code. Because Defendants conduct substantial business in Los Angeles County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

6. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendant Highspring's principal place of business is located in Commerce, California in the County of Los Angeles. A substantial amount of the unlawful acts alleged have directly affected Plaintiff, and similarly situated employees, in Los Angeles County, where Plaintiff was employed by Defendants and earned wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

7. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees the right to take timely, compliant, uninterrupted, and/or duty-free meal and rest breaks pursuant to Labor Code § 226.7 based on, at least, the following uniform policies and practices.

8. *First*, Defendants, in fact, interrupted Plaintiff and Class Members during their meal and rest periods to discuss work-related matters, instruct them on pending tasks, or require them to cut short their breaks to return to work, but did not allow them to clock back in, record this time as compensable time, or wholly provide them with a compliant meal or rest period. Defendants also required Class Members to skip meal and rest breaks when workloads were high and/or when locations were understaffed. In failing to authorize and/or permit timely and/or uninterrupted meal and rest periods, Defendants have also implemented a uniform policy of denying compensation in lieu of meal and rest periods to its non-exempt employees. Defendants denied compensation in lieu of meal and rest periods, including premium wages owed, notwithstanding their actual knowledge that such employees were uniformly denied compliant meal and rest periods.

9. *Further*, by requiring employees to work during their rest periods but preventing

them from recording that time, Plaintiff and Class Members were forced to work off the clock and deprived of owed straight time wages.

10. *Finally*, Plaintiff and Class Members were not reimbursed for necessary business expenditures to discharge their duties, which included out-of-pocket expenses for use of personal cellular devices, as well as stationery.

11. Accordingly, Plaintiff brings this action on behalf of herself and as a class action on behalf of the following defined Class:

12. **Non-Exempt Employee Class:**

All non-exempt, hourly employees who worked at least one 3.5-hour shift for Defendants in the State of California from the period four years prior to the filing of the Action and the date of trial ("Class").

13. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, policies, and disciplinary records.

14. **Numerosity.** Plaintiff is informed and believes that, during the class period, at least 50 Class Members have been employed as non-exempt employees by Defendants within the state of California. The number of Class Members is sufficiently numerous such that joinder of all members is impossible or impracticable.

15. **Typicality.** Plaintiff's claims are typical of all Class Members. Like all other Class Members, Plaintiff was subjected to the policies and practices set forth above. Plaintiff's job duties were typical of Class Members in all relevant respects.

16. **Adequacy.** There are no material conflicts between the claims of the representative Plaintiff and Class Members that would make class certification inappropriate. Plaintiff understands their obligation to inform the Court of any relationship, conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal practices on behalf of all Class Members. Moreover, Plaintiff has retained competent counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action

discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

17. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

a. Whether Defendants have a common policy and/or practice of failing to accurately record non-exempt employees' time;

b. Whether Defendants have a common policy and/or practice by which they implemented an "auto-deduct" of 30 minutes or more for employees for meal periods regardless of whether employees took a meal period or its actual length;

c. Whether Defendants' auto-deduct policy and practice unlawfully deprives employees of wages earned;

d. Whether Defendants have a common policy and/or practice of failing to accurately compensate non-exempt employees for all time worked;

e. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;

f. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage for all hours worked;

g. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages;

h. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

i. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while on meal and/or rest periods;

j. Whether Defendants unlawfully and/or willfully deprived Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;

k. Whether Defendants paid Plaintiff and Class Members all required premium wages for non-compliant meal and/or rest periods;

l. Whether Defendants have a common policy and/or practice of failing to reimburse employees for necessary business expenditures;

m. Whether Defendants have a common policy and/or practice of failing to maintain accurate payroll records in the State of California;

n. Whether Defendants unlawfully and/or willfully failed to maintain accurate payroll records in the State of California;

o. Whether Defendants have a policy and/or practice of failing to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

p. Whether Defendants unlawfully and/or willfully failed to provide accurate wage statements reflecting hours worked and wages earned to Plaintiff and Class Members;

q. Whether Defendants have a policy and/or practice of failing to timely pay wages during employment in violation of Labor Code §§ 204, 210.

r. Whether Defendants have a policy and/or practice of failing to pay Plaintiff and Class Members final wages owed upon termination;

s. Whether Defendants unlawfully and/or willfully failed to promptly pay compensation due to Plaintiff and Class Members upon termination of employment in violation of Labor Code §§ 201, 202, and 203;

t. Whether Plaintiff and Class Members sustained damages as a result of any of the aforementioned violations, and, if so, the proper measure of those damages, including interest, penalties, costs, attorneys' fees, and equitable relief;

u. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by violating the above provisions of law; and

v. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*., by treating Plaintiff and Class Members unfairly by depriving them of meal and/or rest periods, failing to provide them with compensation in lieu of meal and/or rest periods, failing to pay all regular and overtime wages earned, failing to pay wages upon termination, failing to furnish accurate and timely itemized wage statements upon payment of wages, and failing to pay all compensation due upon discharge.

18. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198

Failure to Pay Minimum Wages for All Hours Worked

(Plaintiff **and Class Against Defendants)**

19. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

20. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide that payment of a wage less than the minimum wage as set by statute, commission, or by the general prevailing rate is unlawful. Compensable work time is defined in Wage Order No. 5 as "the time

during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

21. Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required and/or pressured Class Members to work off-the-clock and/or while on-call without compensating all time spent under Defendants' control.

22. As part of this practice, Defendants failed to compensate Plaintiff and the Class for all hours worked because Defendants had a policy and/or practice whereby they required Plaintiff and Class Members to be on-call and on predesignated areas during their putative meal periods, but were not paid for this time because it was not recorded as time worked. Additionally, Defendants failed to compensate Plaintiff and the Class for all hours worked because of their "auto-deduct" policy which deducted 30 minutes of time worked from each Class Member per shift for "meal periods" regardless of whether Class Members actually took a fully net-30 minute meal period, were required to work through their meal period, or remained under Defendants' control during their meal periods causing numerous Class Members to be shorted wages for time worked.

23. Defendants' failure to pay Plaintiff and Class Members minimum wages for all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

24. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil penalties, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff **and Class Against Defendants)**

25. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

26. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 5 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

27. Throughout the Class Period, Plaintiff and Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and/or in excess of 40 hours in a week because all hours worked were not recorded as compensable time as a direct consequence of Defendants' policies and practices, including without limitation its meal and rest period and "auto-deduct" policies and/or practices.

28. Because Plaintiff and Class Members worked shifts of more than eight hours a day or forty hours a week on the clock, some of this work qualified for overtime premium pay. Therefore, Plaintiff and Class Members were not paid overtime wages at the correct rate of pay for all of the overtime hours worked. Defendants knew or should have known that their policies and practices forced Plaintiff and Class Members to work in excess of eight hours per workday and/or 40 hours per workweek without being compensated for all hours worked.

29. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys' fees, and applicable civil penalties.

<u>THIRD CAUSE OF ACTION</u>

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Meal Periods or Premium Pay in Lieu Thereof

(Plaintiff **and Class Against Defendants)**

30. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

31. Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is not more than six hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-104 (2012). An employee is also entitled to a second meal period for shifts in which the employee works in excess of ten hours.

32. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC, including Industrial Wage Order No. 5. "An off-duty meal period, therefore, is one in which the employee is relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-duty meal period: an uninterrupted 30–minute period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012). The employee must also be "free to leave the premises." *Id*. at 1036.

33. Defendants also failed to relieve Plaintiff and Class Members from all duty when on their meal period by requiring Plaintiff and Class Members to remain on-call during meal periods. Additionally, Defendants pressured Plaintiff and Class Members to prioritize completing assigned work by working through their meal periods, skipping them, or by interrupting their meal periods, or by taking them late. Numerous Class Members, including Plaintiff, were required to take late meal periods, skip them, interrupt them, or remain on duty due to the combination of Defendants' scheduling practices and policies.

34. Defendants did not pay Plaintiff and Class Members all meal period premium wages when meal periods were missed, interrupted by work, and taken late, in violation of Wage Order No. 5 and Labor Code sections 226.7 and 512(a).

35. Defendants' conduct violates Wage Order No. 5 and Labor Code sections 512(a), 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided, and interest thereon, along with applicable civil penalties.

FOURTH CAUSE OF ACTION

California Labor Code §§ 226.7 and 1198

Failure to Provide Rest Periods or Premium Pay in Lieu Thereof

(Plaintiff **and Class Against Defendants)**

36. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

37. At all times relevant to this complaint, Defendants knew it was obligated to provide compliant rest breaks to its non-exempt employees pursuant to Labor Code § 226.7.

38. Labor Code § 226.7 provides:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

39. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 5. Employers must authorize and permit employees to be relieved of all

duty during their rest and meal periods: "A rest period, in short, must be a period of rest."[1] *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

40. Defendants failed to relieve Plaintiff and Class Members from all duty when on their rest period by requiring Plaintiff and Class Members to remain on-call throughout rest periods. Additionally, Defendants pressured Plaintiff and Class Members to prioritize completing assigned work by working through their rest periods, skipping them, or by interrupting their rest periods.

41. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

42. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendant was aware that its actions were a violation of applicable law but consistently refused to pay premium pay as required by law.

FIFTH CAUSE OF ACTION

California Labor Code § 2802

Failure to Reimburse Necessary Business Expenses

(Plaintiff **and Class Against Defendants)**

43. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

44. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." Lab. Code § 2802.

45. Defendants failed to reimburse Plaintiff and Class Members for all business-related

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[1] Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm* ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

expenses that were necessary to perform their job, including requiring Plaintiff and the Class to use of their personal cell phones for Defendants' business, as well as purchasing, amongst other things, for tools, drills, saws, trimmers, and use of personal vehicles. *See Cochran v. Schwan's Home Services, Inc*., 228 Cal. App. 4th 1137 (2014).

46. By unlawfully failing to pay Plaintiff and Class Members, Defendants are liable for the costs Plaintiff and Class Members incurred plus attorneys' fees and costs. Lab. Code § 2802.

SIXTH CAUSE OF ACTION

California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)

Failure to Provide and Maintain Accurate Records

(Plaintiff **and Class Against Defendants)**

47. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

48. Labor Code § 226 requires employers to furnish employees with an accurate, itemized statement in writing showing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt employees); (3) net wages earned; and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

49. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and rest periods and minimum and/or overtime wages for work-off-the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect Plaintiff's and Class Member's time worked, as well as premium, gross, and net wages earned.

50. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

51. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of

all actual damages suffered or fifty ($50) dollars for the initial violation and one hundred ($100) dollars for each subsequent violation, up to $4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

52. Additionally, Defendants' actions in regard to Labor Code § 248.2(d)(2)(A) constitute violations of Labor Code sections 233 and 245, *et seq*. As a result, Plaintiff and the Class are accordingly entitled to all applicable civil penalties, and reasonable attorney's fees and costs in an amount subject to proof at trial. Lab. Code §§ 233 and 245, *et seq*.

SEVENTH CAUSE OF ACTION

California Labor Code §§ 201, 202, 203, 204, 210

Failure to Pay Wages When Due

(Plaintiff **and Class Against Defendants)**

53. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

54. Labor Code § 201 provides, in relevant part, that:

> If an employee not having a written contract for a definite period quits his or her employment, his or her wages[2] shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72

[2] Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.,* 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

hours of quitting.

55. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California properties. Plaintiff's contract of employment did not include a definite term.

56. Labor Code § 203 provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

57. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

58. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, overtime wages, and meal and rest period premiums resulting from its deficient timekeeping and meal and rest period policies upon its regularly scheduled paydays.

59. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on their regularly scheduled pay dates subjects Defends to civil penalties in the amount of $100 per employee per initial violation and $200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

60. Failure to Pay Upon Termination. Plaintiff and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly failed to pay Plaintiff and Class Members all earned wages upon termination. Instead, Defendants willfully and intentionally refused to pay the earned rest and/or meal period premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in violation of Labor Code §§ 201 and 202.

61. Relief. Defendants' failure to pay Plaintiff and those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and

202. Plaintiff and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

(Failure to Produce Requested Records – Against All Defendants)

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

63. Pursuant to California Labor Code § 226(b), current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one calendar days from the date of the request.

64. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty calendar days from the date the employer receives the written request, subject to some limited exceptions.

65. Plaintiff sent written requests through Plaintiff's counsel on October 23, 2025, to Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has not received all of the requested records as of the date of this complaint, including Plaintiff's timecards.

66. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years prior to the filing of this action through the present Defendants violated Labor Code section 1198.5 by failing to produce employment records such as time records upon request.

67. On information and belief, Defendants' failure to provide Plaintiff with all of the requested employment records is not an isolated incident but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Class Members.

68. Pursuant to California Labor Code § 1198.5(k), Plaintiff and Class Members are entitled to a penalties of seven hundred fifty dollars ($750) from Defendants and attorneys' fees and cost.

NINTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, 2699; Private Attorneys General Act ("PAGA") – Against All Defendants)

69. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

70. Plaintiff, *solely* in their representative capacity as private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699, et seq. ("PAGA"), hereby brings this action on behalf of all "aggrieved employees" and alleges as follows, by and through their counsel of record:

71. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc*., No. B326759, at *1 (Cal. Ct. App. Mar. 20, 2024), Plaintiff does not bring suit in their individual capacity and does not seek to recover anything through this cause of action other than civil penalties as permitted under PAGA—they bring this cause of action solely in their representative capacity under the PAGA, on behalf of the State of California, the public, and all aggrieved employees of Defendants.

72. Further, under the authority expressed in *CRST Expedited, Inc. v. Superior Court*, at *883 (112 Cal.App.5th 872 (2025)), Plaintiff pursues a "headless PAGA action" as such actions "were among the choices allowed the LWDA's representatives."

73. To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but only references those predicate violations as part of the State's claim for civil penalties under PAGA.

74. Standing. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders.

75. Plaintiff, by nature of their employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

76. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq*., seeking civil penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3, 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as described herein, plus attorneys' fees and costs, solely in .

77. Entitlement to Penalties. Under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer's violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency in the amounts set forth in Labor Code § 2698.

78. These penalties are in addition to any other relief available under the Labor Code and are allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the affected employees.

79. These penalties may be "stacked" separately for each of Defendants' violations of the Labor Code subject to the exceptions enumerated in Labor Code section 2698(i). *See, e.g.*, *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

80. Procedural Requirements Met. On October 23, 2025, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendants by certified mail. On December 27,

2025, the sixty-five-day notice period expired as to all defendants. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period under Labor Code § 2699.3. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2).

TENTH CAUSE OF ACTION

California Business and Professions Code §§ 17200, et seq.

Violation of California's Unfair Competition Law

(Plaintiff and Class Against Defendants)

81. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

82. Defendants are each a "person" as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

83. Unlawful Business Practices. Defendants' knowing violations of the Labor Code and IWC Wage Order No. 5 constitute an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq*.

84. Defendants' failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq*.

85. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

A. An Order certifying this case as a Class Action;

B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel

C. Damages for all wages earned and owed, including minimum and overtime wages and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and 1199 and 227.3;

D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512, 558.1 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision (e) and 558.1;

G. Waiting time penalties under Labor Code sections 203 and 558.1;

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

I. Damages under Labor Code sections 2802 and 558.1;

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

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

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

M. For attorneys' fees in prosecuting this action;

N. For costs of suit incurred herein;

O. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;

P. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699;

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

Dated: January 13, 2026

Respectfully submitted,

AKHAVAN & ASSOCIATES

By: B. Akhavan

Bardia A. Akhavan, Esq.
Attorneys for Plaintiff Lesley Regina Tirado, individually, and on behalf of all others similarly situated