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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JEFF HAGEDORN as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

CISCEL CORPORATION, a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2025-01520653-CU-OE-CXC

Amended as a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 551, 552, 1182.12,
1194, 1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 551, 552
1194, AND 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE §
2802); AND**

(9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Jeff Hagedorn (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against Ciscel Corporation, a California corporation; order and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 551, 552,
9 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare Commission
10 Wage Order 5 (“Wage Order 5”), in addition to seeking declaratory relief and restitution. This
11 First Amended Class and Representative Action Complaint is brought pursuant to California Code
12 of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
13 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Orange. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Orange, and/or otherwise are found within the County of
19 Orange and Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 551, 552, 558, 1182.12, 1194, 1194.2, 1197,
28 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair

Competition Law”), and Wage Order 5, which sets employment standards for establishments that prepare and serve food.

4. Plaintiff is informed and believes, and based thereon allege, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in California and the United States, employed Plaintiff within Orange County and the state of California and, therefore, were (and are) doing business in Orange County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants from approximately April 2024 until approximately late October 2024. Defendants own a number of “Jersey Mikes” fast food franchises. Plaintiff worked as a crew member performing duties such as working on the grill, slicing meats, and working the cash register. Plaintiff had no set schedule. Rather, he would generally work between 4-6 days per week, around 7 hours per day, depending on work demands. However, as discussed below, Plaintiff worked considerably more hours than he was credited for on his wage statements. Plaintiff was paid at a rate of approximately \$20.00 per hour at the time of his separation with Defendants.

10. Throughout the duration of Plaintiff’s employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked. Specifically, Plaintiff and other non-exempt employees’ wage statements would routinely credit them for far fewer hours than they actually worked, resulting in substantial unpaid wages due to Defendants’ intentional time shaving practices. Indeed, Defendants would intentionally manipulate the timecards of Plaintiff and other non-exempt employees so as to i) falsely demonstrate that they exercised meal periods; and ii) “roll over” their hours worked until the next week so as to ensure their wage statements did not reflect 40+ hours worked in a week in an effort to intentionally deny them overtime compensation. Additionally, Plaintiff and other non-exempt employees never received a set schedule; rather they were constantly required to be “on-call” and would be penalized for not confirming work assignments promptly after they were contacted. Throughout Plaintiff’s employment with Defendants, he was expected to show up to Defendants’ establishment within hours of being notified of work. However, instead of properly compensating Plaintiff and other non-exempt employees for these on-call hours worked, Defendants would simply elect to pay them for the hours in which they were called to perform work, which was vastly under-representative of the number of hours that they were necessarily performing work on call. As a result of Defendants’ policies/practices regarding this on-call work, Defendants failed to pay all requisite minimum, overtime, and/or double time wages owed to Plaintiff and other non-exempt

employees.

11. Furthermore, Plaintiff and other non-exempt employees routinely worked overtime hours but did not receive overtime compensation equal to one and one-half times their regular rate of pay for all overtime hours worked. Specifically, upon information and belief, Defendants intentionally engaged in unlawful timekeeping practices that were designed to deny statutory overtime payments to which Plaintiff and other aggrieved employees were entitled, whether it be by way of time-shaving, “rolling over” overtime hours, failing to pay all daily overtime in favor of only issuing overtime payments for weekly hours worked in excess of 40, and other deceptive timekeeping practices designed to minimize overtime compensation that Plaintiff and other aggrieved employees were entitled to. This practice resulted in a systemic underpayment of overtime wages, in addition to the deceptive timekeeping practices as described above.

12. In addition, Plaintiff and other aggrieved employees were not provided all legally compliant meal periods due to Defendants’ meal period policies and practices which fail to provide a timely 30-minute duty-free first meal period (i.e. a first meal period commencing before the end of the fifth hour of work). Specifically, Plaintiff estimates that he did not receive a compliant first meal period, whether it be shortened, missed, or interrupted, on at least 95% of the shifts that he worked. Rather, Defendants required Plaintiff and other aggrieved employees to work through the entirety of their shifts without any opportunity to exercise a compliant meal period, and falsely manipulated their time cards to state that they took one. Plaintiff’s shortened, late, and on-duty meal periods were a direct result of Defendants’ policy/practice. This practice was pervasive throughout Plaintiff’s employment and he cannot recall ever receiving a timely uninterrupted 30-minute meal period throughout his employment. In addition, on those occasions when Plaintiff and the other aggrieved employees were not provided with all legally compliant meal periods to which they were entitled, Defendants failed to compensate them with the required meal period premiums, as mandated by Labor Code § 226.7.

13. Defendants also failed to authorize and permit Plaintiff and other aggrieved employees to take all statutorily mandated rest periods. Plaintiff and the other employees would

1 be made to work through the entirety of their shifts and forced to forego rest periods in order to
2 meet the intense workloads imposed on them by Defendants. Due to the overwhelming workload
3 and the company culture, Plaintiff and the other aggrieved employees were generally not
4 permitted to exercise any compliant duty-free rest periods. Further, upon information and belief
5 during at least a portion of the relevant time period, Defendants maintained no payroll code or
6 other mechanism for the payment of rest period premium payments under Labor Code § 226.7 in
7 the event that a legally compliant rest period was not authorized or permitted to Plaintiff and the
8 other aggrieved employees.

9 14. Defendants also maintained inaccurate payroll records, and issued inaccurate and
10 deficient wage statements, in part due to Defendant's failure to pay all minimum and overtime
11 wages, and meal and rest period premium wages. As a result, Defendants also failed to pay all
12 wages owed to Plaintiff and the other aggrieved employees upon their separation of employment
13 from Defendants, in part due to Defendants' failure to pay all minimum and overtime wages, and
14 meal and rest period premium wages.

15 15. Defendants failed to adequately reimburse Plaintiff for all reasonable and
16 necessary work expenditures, including but not limited to requiring Plaintiff and other aggrieved
17 employees to use their personal cellphones for the performance of their job duties. Plaintiff and
18 other aggrieved employees were required to utilize their personal cellphones to receive their
19 schedules, communicate with team members, and other necessary work related tasks. Plaintiff
20 and other aggrieved employees were not ever provided any reimbursement for the necessary use
21 of their personal cellphones.

22 16. Defendants failed to meet its obligations to provide paid sick leave to Plaintiff and
23 other aggrieved employees under Labor Code § 245.5(b) which requires that employers authorize
24 and permit its employees who worked 30 or more days within a year to accrue paid sick leave,
25 and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite
26 meeting all of the statutory requirements for being able to accrue and utilize paid sick leave,
27 Plaintiff and other aggrieved employees were not provided paid sick leave on those occasions
28

where they needed to take a “sick day” in violation of Labor Code § 245.5(b).

17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer’s workers’ compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave.

CLASS ACTION ALLEGATIONS

18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all current and former non-exempt employees of Defendants in California who were subject to Defendants’ timekeeping systems and/or practices, during the four years immediately preceding the filing of this lawsuit through the present;
- b. The Overtime Wage Class consists of all current and former non-exempt employees of Defendants in California who worked overtime hours and were subject to Defendants’ timekeeping systems and/or practices during the four years immediately preceding the filing of the Complaint through the present;
- c. The Meal Period Class consists of all current and former non-exempt employees of Defendants in California in California who: worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) worked at least one shift in excess of 10.0 hours while performing work for

Defendants in California without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present;

d. The Rest Period Class consists of all current and former non-exempt employees of Defendants in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present;

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present;

f. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in California who: (i) were not reimbursed for necessary tools and equipment; and/or (ii) cellular phone expenses necessarily incurred in the performance of their duties during the four years immediately preceding the filing of the Complaint through the present; and

g. The Waiting Time Class consists of all former non-exempt employees of Defendants in California who were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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1 20. **Common Questions of Law and Fact Predominate/Well Defined Community**
2 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
3 situated employees, which predominate over questions affecting only individual members. Those
4 common questions include, without limitation:

- 5 i. Whether Defendants paid all minimum wages owed for all hours worked to
6 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,
7 1194.2, and 1197;
- 8 ii. Whether Defendants violated the applicable Labor Code provisions, including, but
9 not limited to, §§ 510 and 1194 and Wage Order 5 by requiring members of the
10 Overtime Wage Class to perform overtime work and not paying for said work in
11 accordance with the overtime laws of the State of California;
- 12 iii. Whether Defendants' timekeeping policies/practices resulted in the failure to
13 properly compensate members of the Minimum Wage Class and the Overtime
14 Wage Class;
- 15 iv. Whether Defendants provided all legally compliant meal periods to members of
16 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 17 v. Whether Defendants provided all legally compliant rest periods to members of the
18 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 19 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
20 for business expenditures necessarily incurred in the performance of their duties;
- 21 vii. Whether Defendants provided accurate, itemized wage statements to members of
22 the Classes; and
- 23 viii. Whether Defendants' policies and/or practices for the timing and amount of
24 payment of final wages to members of the Waiting Time Class at the time of
25 separation from employment were lawful.

26
27 21. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices applicable to each individual class member, such as Defendants' uniform
3 timekeeping policies and practices, meal and rest period policies and practices, wage statement
4 policies and practices, and the policies and practices regarding the timely payment of final wages.
5 As such, the common questions predominate over individual questions concerning each
6 individual class member's showing as to his or her eligibility for recovery or as to the amount of
7 his or her damages.

8 **22. Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the
10 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
11 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and
12 timekeeping policies and practices, was provided inaccurate wage statements, and was not paid
13 all wages earned at the time of his separation of employment.

14 **23. Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
15 to represent fairly and adequately the interests of the members of the Classes. Moreover,
16 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
17 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
18 and-hour class actions in state and federal courts in the past and are committed to vigorously
19 prosecuting this action on behalf of the members of the Classes.

20 **24. Superiority:** The California Labor Code is broadly remedial in nature and serves
21 an important public interest in establishing minimum working conditions and standards in
22 California. These laws and labor standards protect the average working employee from
23 exploitation by employers who have the responsibility to follow the laws and who may seek to
24 take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The nature of this action and the format of laws available to Plaintiff
26 and members of the Classes make the class action format a particularly efficient and appropriate
27 procedure to redress the violations alleged herein. If each employee were required to file an
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individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform

1 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
2 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
3 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
4 and Wage Order 5. Plaintiff and other non-exempt employees were required to work seven days
5 a week in order to meet intense deadlines, in direct violation of Labor Code § 551 and 552.

6 27. California Labor Code § 1198 makes unlawful the employment of an employee
7 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
8 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
9 those employees the balance of the unpaid wages as well as liquidated damages in an amount
10 equal to the wages due and interest thereon.

11 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
12 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
13 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
14 entitled to recover economic and statutory damages and penalties and other appropriate relief as
15 a result of Defendants' violations of the California Labor Code and Wage Order 5.

16 29. Defendants' practice and uniform administration of corporate policy regarding
17 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
18 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
19 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
20 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
21 Procedure § 1021.5.

22 **SECOND CAUSE OF ACTION**

23 **FAILURE TO PAY ALL OVERTIME WAGES**

24 **(AGAINST ALL DEFENDANTS)**

25 30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

26 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 551, 552, 558,
27 1194, and 1198, which provide that non-exempt employees are entitled to overtime wages for all
28 overtime hours worked, and provide a private right of action for the failure to pay all overtime

1 compensation for overtime work performed.

2 32. At all times relevant herein, Defendants were required to properly compensate
3 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
4 Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay overtime
5 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
6 in the Wage Order. Plaintiff and other non-exempt employees were required to work seven days
7 a week in order to meet intense deadlines, in direct violation of Labor Code § 551 and 552.

8 33. The foregoing policies and practices are unlawful and create entitlement to
9 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
10 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
11 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 5, and
12 Code of Civil Procedure § 1021.5.

13 **THIRD CAUSE OF ACTION**

14 **MEAL PERIOD VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

16 34. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

17 35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
18 in their affirmative obligation to provide all of their non-exempt employees in California,
19 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
20 in accordance with the mandates of the California Labor Code and Wage Order 5, § 11. Despite
21 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
22 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
23 204, 210, 226.7, and 512.

24 36. As a result, Defendants are responsible for paying premium compensation for meal
25 period violations including interest thereon, as well as statutory penalties, civil penalties, and
26 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 5, and Civil Code §§
27 3287(b) and 3289.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 37. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

5 38. Wage Order 5, § 12 and California Labor Code §§ 226.7 and 516 establish the
6 right of employees to be provided with a duty-free rest period of at least ten (10) minutes for each
7 four (4) hour period worked or major fraction thereof.

8 39. Due to their unlawful rest period policies and/or practices, Defendants did not
9 authorize and permit Plaintiff and the Rest Period Class to take all duty-free rest periods to which
10 they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional
11 hour of pay to Plaintiff and the Rest Period Class at their respective regular rate of pay for each
12 violation in accordance with California Labor Code § 226.7.

13 40. The foregoing violations create an entitlement to recovery by Plaintiff and the Rest
14 Period Class in a civil action for the unpaid amount of rest period premiums owing, including
15 interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 5, California Labor
16 Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

17 **FIFTH CAUSE OF ACTION**

18 **WAITING TIME PENALTIES**

19 **(AGAINST ALL DEFENDANTS)**

20 41. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

21 42. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
22 an employer to pay all wages immediately at the time of termination of employment in the event
23 the employer discharges the employee or the employee provides at least 72 hours of notice of
24 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
25 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
26 employee's last date of employment.

27 43. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
28 all final wages due to them at the time of their separation including, among other things, unpaid

1 and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages.
2 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform
3 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
4 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
5 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
6 Labor Code § 203.

7 44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
8 earned wages upon separation from employment results in a continued payment of wages up to
9 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
10 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
11 and costs of suit.

12 **SIXTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(AGAINST ALL DEFENDANTS)**

15 45. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

16 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
19 number of hours worked, meal period premiums, and rest period premiums in violation of Labor
20 Code § 226 *et seq.*

21 47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
22 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
23 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
24 period premium wages, and deprived them of the information necessary to identify the
25 discrepancies in Defendants' reported data.

26 48. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
27 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
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1 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
2 according to California Labor Code § 226 *et seq.*

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 49. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

7 50. Defendants have engaged and continue to engage in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code § 17200
9 *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
10 required meal periods and authorize and permit all rest periods, or pay premium payments in lieu
11 thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay
12 Plaintiff and members of the Waiting Time class all final wages due upon separation of
13 employment.

14 51. Defendants' utilization of these unfair and/or unlawful business practices deprived
15 Plaintiff and continues to deprive members of the Classes of compensation to which he is legally
16 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
17 Defendants' competitors who have been and/or are currently employing workers and attempting
18 to do so in honest compliance with applicable wage and hour laws.

19 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
20 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
21 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
22 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

23 53. The acts complained of herein occurred within the last four years immediately
24 preceding the filing of the Complaint in this action.

25 54. Plaintiff is compelled to retain the services of counsel to file this court action to
26 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,

1 which he is entitled to recover under Code of Civil Procedure § 1021.5.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 **(AGAINST ALL DEFENDANTS)**

5 55. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 56. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
9 his or her obedience to the directions of the employer...”

10 57. Due to Defendants’ unlawful policy and practice of requiring employees to utilize
11 their personal cellular phones for work purposes, Defendants have violated Labor Code § 2802.

12 58. Plaintiff and members of the Employee Expense Class are entitled to attorneys’
13 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

14 59. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
15 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
16 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
17 from the date on which they incurred the initial necessary expenditure.

18 **NINTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(AGAINST ALL DEFENDANTS)**

21 60. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

22 61. Defendants have committed several Labor Code violations against Plaintiff and
23 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
24 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
25 representative action against Defendants to recover the civil penalties due to Plaintiff, the
26 members of the Classes, other aggrieved employees, and the State of California according to
27 proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1)
28

1 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
2 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
3 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
4 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
5 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
6 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
7 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
8 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
9 subsequent violation per employee per pay period for those violations of the Labor Code for
10 which no civil penalty is specifically provided, based on the following Labor Code Sections:

11 a. Failing to pay minimum wages for all hours worked to Plaintiff, the
12 Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558,
13 1182.12, 1194, 1194.2, 1197, and 1198;

14 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees
15 all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and
16 1198;

17 c. Failing to provide all legally required meal periods, and failure to pay meal
18 period premium wages, to Plaintiff, the Meal Period Class and other aggrieved employees
19 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and
20 1198;

21 d. Failing to authorize and permit all legally required rest periods, and failure
22 to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
23 employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516,
24 558, and 1198;

25 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
26 employees with complete, accurate, itemized wage statements in violation of Labor Code
27 § 226;
28

1 f. Failing to reimburse Plaintiff, the Employee Expense Class, and other
2 aggrieved employees for all necessary work expenses incurred in violation of Labor Code
3 § 2802;

4 g. Failing to timely pay all final wages and compensation earned by Plaintiff,
5 the Waiting Time Class, and other aggrieved employees at the time of separation in
6 violation of Labor Code §§ 201, 202, and 203;

7 h. Failing to pay non-exempt employees all earned wages at least twice
8 during each calendar month in violation of Labor Code § 204; and

9 i. Failing to maintain accurate records on behalf of Plaintiff and other
10 aggrieved employees in violation of Labor Code § 1174.

11 62. On October 16, 2025, Plaintiff notified Defendants via certified mail, and notified
12 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
13 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
14 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
15 California Labor Code identified in Paragraph 61 (a)-(i). Now that sixty-five days have passed
16 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
17 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
18 administrative requirements for bringing a claim under the Private Attorneys General Act with
19 respect to these violations.
20

21 63. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect his interests and the interests of other similarly aggrieved employees, and to assess and
23 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
24 costs, which he is entitled to receive under California Labor Code § 2699(g).
25

PRAYER

26 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
27 this suit brought against Defendants, as follows:

28 1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 5 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 551, 552, 558, 1194, 1198 and Wage Order 5 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226., 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 2802;
12. Upon the Ninth Cause of Action, (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per

1 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
2 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
3 each initial violation and \$200 for each subsequent violation per employee per pay period for the
4 violations of the Labor Code Sections cited in Labor Code § 2699.5.

5 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
6 Code § 218.6 and Civil Code §§ 3287 and 3289;

7 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
8 §226, and Code of Civil Procedure § 1021.5; and

9 15. For such other and further relief the Court may deem just and proper.

10
11 Dated: January 7, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

12
13
14
15 By:



Daniel J. Brown
Ethan C. Surls
Liana C. Pestana
Attorneys for Plaintiff

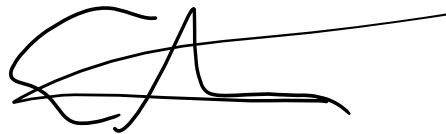
16
17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

20
21 Dated: January 7, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

22
23
24 By:



25 Daniel J. Brown
26 Ethan C. Surls
27 Liana C. Pestana
28 Attorneys for Plaintiff