

BIBIYAN LAW GROUP, P.C.

Bevin Pike (SBN 221936)

bpike@tomorrowlaw.com

Trisha Monesi (SBN 303512)

tmonesi@tomorrowlaw.com

1460 Westwood Boulevard,

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff ROBERT SCHMITT and on
behalf of all others similarly situated and Aggrieved
Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROBERT SCHMITT, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

MADRES BRUNCH BELLFLOWER INC., a
California corporation; MADRES BRUNCH
CORONA, LLC; a California limited liability
company; MADRES BRUNCH LB, LLC, a
California limited liability company;
MADRES BRUNCH MONROVIA, LLC, a
California limited liability company;
MADRES BRUNCH PLACENTIA INC., a
California corporation; MADRES BRUNCH
RANCHO INC., a California corporation;
MADRES BRUNCH RIVERSIDE LLC, a
California limited liability company;
MADRES BRUNCH WHITTIER INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 25STCV34540

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

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. UNFAIR COMPETITION; and
10. CIVIL PENALTIES UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1,
AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff ROBERT SCHMITT, on behalf of Plaintiff and all others similarly situated and
2 aggrieved employees, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against Madres
6 Brunch Bellflower Inc. and any of its respective subsidiaries or affiliated companies within the State
7 of California (“Bellflower”), Madres Brunch Corona, LLC, and any of its respective subsidiaries or
8 affiliated companies within the State of California (“Corona”), Madres Brunch LB, LLC, and any of
9 its respective subsidiaries or affiliated companies within the State of California (“LB”), Madres
10 Brunch Monrovia, LLC, and any of its respective subsidiaries or affiliated companies within the State
11 of California (“Monrovia”), Madres Brunch Placentia Inc., and any of its respective subsidiaries or
12 affiliated companies within the State of California (“Placentia”), Madres Brunch Rancho Inc., and any
13 of its respective subsidiaries or affiliated companies within the State of California (“Rancho”), Madres
14 Brunch Riverside LLC, and any of its respective subsidiaries or affiliated companies within the State
15 of California (“Riverside”), Madres Brunch Whittier Inc., and any of its respective subsidiaries or
16 affiliated companies within the State of California (“Whittier”), (Bellflower, Corona, LB, Monrovia,
17 Placentia, Rancho, Riverside, Whittier, collectively, with DOES 1 through 100, as further defined
18 below, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt employees
19 in California employed by or formerly employed by Defendants (“Class Members”).

20 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
21 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and
22 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
23 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
24 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
25 in connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
26 204, 210, 223, 226, 226.3, 226.7, 351, 353, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12,
27 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2810.5, 2699, as well as applicable Wage
28 Orders, Plaintiff seeks to represent all current and former employees that worked for Defendants

1 during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to represent only non-
2 exempt current and former employees that worked for Defendants during the PAGA Period.
3 Collectively, these employees are herein referred to as “Aggrieved Employees.” The “PAGA Period”
4 refers to one year preceding the date notice was submitted to the LWDA, continuing past the date of
5 notice to the LWDA into perpetuity.

6 **PARTIES**

7 **A. Plaintiff**

8 3. Plaintiff ROBERT SCHMITT is a resident of the State of California. At all relevant
9 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
10 Plaintiff as a non-exempt employee. Plaintiff worked as a server with duties that included, but were
11 not limited to, serving customers, managing orders, and processing payments. Plaintiff is informed
12 and believes, and based thereon alleges, that Plaintiff ROBERT SCHMITT worked for Defendants
13 from approximately June of 2025 through approximately September of 2025.

14 **B. Defendants**

15 4. Plaintiff is informed and believes and based thereon alleges that defendant Bellflower
16 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
17 the laws of the State of California and doing business in the County of Los Angeles, State of
18 California. At all relevant times herein, Bellflower employed Plaintiff and similarly situated employee
19 within the State of California.

20 5. Plaintiff is informed and believes and based thereon alleges that defendant Corona is,
21 and at all times relevant hereto was, a limited liability company organized and existing under and by
22 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
23 California. At all relevant times herein, Corona employed Plaintiff and similarly situated employees
24 within the State of California.

25 6. Plaintiff is informed and believes and based thereon alleges that defendant LB is, and
26 at all times relevant hereto was, a limited liability company organized and existing under and by virtue
27 of the laws of the State of California and doing business in the County of Los Angeles, State of
28 California. At all relevant times herein, LB employed Plaintiff and similarly situated employees within

1 the State of California.

2 7. Plaintiff is informed and believes and based thereon alleges that defendant Monrovia
3 is, and at all times relevant hereto was, a limited liability company organized and existing under and
4 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
5 of California. At all relevant times herein, Monrovia employed Plaintiff and similarly situated
6 employees within the State of California.

7 8. Plaintiff is informed and believes and based thereon alleges that defendant Placentia
8 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
9 the laws of the State of California and doing business in the County of Los Angeles, State of
10 California. At all relevant times herein, Placentia employed Plaintiff and similarly situated employees
11 within the State of California.

12 9. Plaintiff is informed and believes and based thereon alleges that defendant Rancho is,
13 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
14 laws of the State of California and doing business in the County of Los Angeles, State of California.
15 At all relevant times herein, Rancho employed Plaintiff and similarly situated employees within the
16 State of California.

17 10. Plaintiff is informed and believes and based thereon alleges that defendant Riverside
18 a limited liability company organized and existing under and by virtue of the laws of the State of
19 California and doing business in the County of Los Angeles, State of California. At all relevant times
20 herein, Riverside employed Plaintiff and similarly situated employees within the State of California.

21 11. Plaintiff is informed and believes and based thereon alleges that defendant Whittier is,
22 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
23 laws of the State of California and doing business in the County of Los Angeles, State of California.
24 At all relevant times herein, Whittier employed Plaintiff and similarly situated employees within the
25 State of California.

26 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
28 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
3 will seek leave of court to amend this Complaint to reflect the true names and capacities of the
4 defendants designated hereinafter as DOES when such identities become known.

5 **JOINT LIABILITY ALLEGATIONS**

6 13. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
7 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
8 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
9 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
10 “Defendants,” it shall include Bellflower, Corona, LB, Monrovia, Placentia, Rancho, Riverside,
11 Whittier and any of their parents, subsidiary, or affiliated companies within the State of California
12 and DOES 1 through 100 identified herein.

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

18 15. All of the acts and conduct described herein of each, and every corporate defendant
19 was duly authorized, ordered, and directed by the respective and collective defendant corporate
20 employers, and the officers and management-level employees of said corporate employers. In addition
21 thereto, said corporate employers participated in the aforementioned acts and conduct of their said
22 employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts
23 and conduct of said corporate employees, agents, and representatives, the defendant corporation
24 respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced,
25 authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned
26 corporate employees, agents and representatives.

27 16. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Defendants, and each of them, are joint employers.

1 **JURISDICTION**

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

4 18. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure
5 sections 392, et seq. because, among other things, Los Angeles County is where the causes of action
6 complained of herein arose; the county in which the employment relationship began; the county in
7 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
8 due to be performed; the county in which the employment contract, or part of it, between Plaintiff and
9 Defendants was actually performed; and the county in which Defendants, or some of them, reside.
10 Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Los
11 Angeles County, and Defendants employ numerous Class Members in Los Angeles County.

12 **FACTUAL BACKGROUND**

13 19. Defendants knew or should have known Plaintiff and Class Members were entitled to
14 receive wages for all time worked, including regular, overtime, and double times wages. Plaintiff is
15 informed and believes, and thereon alleges Defendants failed to pay Plaintiff and Class Members all
16 wages owed for work required to be performed in violation of California state wage and hour laws.

17 20. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice
18 and/or policy of failing to track all minutes actually worked by Plaintiff and Class Members and failing
19 to pay Plaintiff and Class Members for all minutes worked at the proper rates of pay. Defendants
20 engaged, suffered, or permitted Plaintiff and Class Members to work off the clock, including, without
21 limitation, by requiring Plaintiff and Class Members to clock out for meal periods and continue
22 working.

23 21. In addition, Defendants detrimentally rounded, edited and/or manipulated time entries
24 so the hours recorded were less than the hours actually worked.

25 22. Defendants knew or should have known that Plaintiff and Class Members were entitled
26 to receive full, timely thirty (30) minute uninterrupted meal period for days on which they worked
27 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for
28 days on which they worked in excess of ten (10) hours in a work day, yet failed to provide Plaintiff

1 and Class Members with legally complaint meal periods and failed to provide compensation for such
2 unprovided meal periods as required by California wage and hour laws.

3 23. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
4 meal periods by, without limitation, interrupting meal periods; not providing timely meal periods;
5 requiring on-duty/on-call meal periods; and/or auto-deducting meal periods that could not be auto-
6 deducted by law or during which employees worked.

7 24. Defendants knew or should have known that Plaintiff and Class Members were entitled
8 to receive a full ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
9 major fraction thereof yet failed to authorize and permit Plaintiff and Class Members to take legally
10 complaint rest periods and failed to provide compensation for such unprovided rest periods as required
11 by California wage and hour laws.

12 25. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
13 rest periods by, without limitation, by failing to provide rest periods all together; interrupting rest
14 periods; not providing rest periods in a timely fashion; and otherwise requiring on-duty/on-call rest
15 periods.

16 26. Defendants knew or should have known that Plaintiff and Class Members who
17 separated from their employment with Defendants during the statutory period were entitled to timely
18 payment of all wages due. Plaintiff is informed and believes, and thereon alleges, that Defendants
19 failed to pay Plaintiff and Class Members the full amount of their wages owed to them upon
20 termination and/or resignation as required by Labor Code sections 201 and 202, including for, without
21 limitation, failing to pay overtime wages, minimum wages, and premium wages.

22 27. Defendants knew or should have known that Plaintiff and Class Members were entitled
23 to receive complete and accurate wage statements and failed to abide by the requirements of Labor
24 Code section 226. Plaintiff is informed and believes and thereon alleges that Defendants failed to
25 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
26 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate; and other such information
28 as required by Labor Code section 226, subdivision (a). As a result, thereof, Defendants failed to

1 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and
2 net wages paid.

3 28. Defendants knew or should have known that Plaintiff and Class Members were entitled
4 to receive all wages earned twice during each calendar month, on days designated in advance by
5 Defendants as the regular paydays. Plaintiff is informed and believes, and thereon alleges, Defendants
6 failed to pay Plaintiff and Class Members the full amount of wages earned in a timely fashion as
7 required under Labor Code section 204.

8 29. Defendants knew or should have known that Plaintiff and Class Members were entitled
9 to be reimbursed for necessary expenses incurred in the discharge of their duties. Plaintiff is informed
10 and believes, and thereon alleges, Defendants failed to indemnify Plaintiff and Class Members for the
11 costs incurred for using cellular phones for work-related purposes.

12 30. Defendants knew or should have known that Plaintiff and Class Members were entitled
13 to the timely payment of wages upon termination. Plaintiff is informed and believes, and thereon
14 alleges, Defendants failed to pay Plaintiff and Class Members, the full amount of their wages owed
15 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
16 including for failing to pay overtime wages, minimum wages, and premium wages.

17 31. Defendants knew or should have known that Plaintiff and Class Members were entitled
18 to paid sick leave at their regular rate of pay. Plaintiff is informed and believes, and thereon alleges,
19 Defendants failed to provide Plaintiff and Class Members with the rights provided to them under the
20 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

21 32. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
22 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 512, 558.1,
23 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking
24 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
25 failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify
26 work-related expenses, other such provisions of California law, and reasonable attorneys' fees and
27 costs.

28 33. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to

1 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
2 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
3 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
4 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
5 of amounts owed.

6 34. Upon information and belief, Defendants failed to accurately track and/or pay for all
7 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay. Defendants
8 also engaged, suffered, or permitted Aggrieved Employees to work off the clock, including, without
9 limitation, by requiring Employee and other Aggrieved Employees to clock out for meal periods and
10 continue working. By way of example, Plaintiff and, upon information and belief, Aggrieved
11 Employees, were required to assist customers during meal periods. Moreover, upon information and
12 belief, Defendants detrimentally rounded, edited and/or manipulated time entries so the hours
13 recorded were less than the hours actually worked.

14 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
15 of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved Employees
16 during the PAGA Period to work every day in excess of five (5) and ten (10) hours per day, without
17 being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu
18 thereof. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
19 meal periods by, without limitation, interrupting meal periods; not providing timely meal periods;
20 requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-
21 deducted by law or during which employees worked. Plaintiff and other Aggrieved Employees
22 personally suffered these violations. Consequently, Plaintiff is informed and believes, and based
23 thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for each
24 Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed one
25 hour of premium pay at their regular rate of pay for each day worked during the PAGA Period under
26 Labor Code section 226.7. However, Plaintiff is informed and believes that those premium payments
27 under Labor Code section 226.7 were not made for these non-compliant meal periods, either at all or
28 at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant to Labor

1 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
2 authorize the taking of compliant meal periods and for failing to provide premium pay under Labor
3 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
4 informed and believes, and based thereon alleges, that Defendants' conduct that gave rise to such
5 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
6 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants maintain
8 policies or practices of compelling Plaintiff and other Aggrieved Employees every day to, including,
9 without limitation, work over four-hour periods (or major fractions thereof) without authorizing and
10 permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely, and complete ten-
11 minute rest periods in which the employees are completely relieved of all of their duties. By way of
12 example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful rest periods by,
13 without limitation, by interrupting rest periods; failing to provide rest periods all together; not
14 providing rest periods in a timely fashion; and otherwise requiring on-duty/on-call rest periods.
15 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently, Plaintiff
16 is informed and believes, and based thereon alleges, that Defendants violated the applicable Wage
17 Order(s) each day for each Aggrieved Employee during the PAGA Period, and that, thus each
18 Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each day
19 worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is informed and
20 believes that those premium payments under Labor Code section 226.7 were not made, either, for
21 these non-compliant rest periods, either at all or at the proper regular rate of pay, in violation of Labor
22 Code sections 226.7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor
23 Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to
24 authorize the taking of compliant rest periods and for failing to provide premium pay under Labor
25 Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
26 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
27 violations and was malicious, fraudulent, or oppressive. As such, Defendants are further liable for
28 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).Plaintiff is informed and believes, and

1 based thereon alleges that Defendants also failed and refused, and continue to fail and refuse, to
2 reimburse employees, including, without limitation, Plaintiff and other Aggrieved Employees, with
3 their costs incurred for use of personal cellular phones for work purposes and uniforms, in direct
4 consequence of the discharge of their duties, or of their obedience to the directions of Defendants, as
5 required by Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As
6 a result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
7 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
8 in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
9 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff
10 is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
11 to such violations and was malicious, fraudulent, or oppressive. As such, Defendants would further
12 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

13 37. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
14 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
15 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
16 or hold employment under Labor Code section 432, personnel records under Labor Code section
17 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
18 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and the
19 Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff and
20 other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
21 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and
22 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct
23 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would further
24 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 38. Plaintiff is further informed and believes, and based thereon alleges that Defendants
26 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
27 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to
28 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay

1 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
2 payday designated by Defendants; the name of the employer, including any “doing business as” names
3 used by the employer; the physical address of the employer’s main office and the telephone number
4 of the employer; the name, address and telephone number of the workers’ compensation insurance
5 carrier; information regarding paid sick leave; and other pertinent information required to be disclosed
6 by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants’
7 failure to provide such information, including rates of pay that are in effect, has permitted Defendants
8 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime
9 wage laws in California. Plaintiff is informed and believes that failure to provide such information,
10 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay
11 that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff
12 is informed and believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and
13 other Aggrieved Employees personally suffered these violations. Plaintiff is further informed and
14 believes, and based thereon alleges, that Defendants’ conduct above gave rise to such violations was
15 malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
16 connection with these violations’ civil penalties pursuant to Labor Code sections 558, 1198 and 2699,
17 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
18 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
20 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
21 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or
22 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
23 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
24 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes,
25 and based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit
26 card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the
27 patron indicated on the credit card slip, without any deductions, for any credit card payment
28 processing fees that may be charged to the employer by the credit card company by not later than the

1 regular payday following the date the patron authorized the credit card. In addition, Defendants failed
2 to keep accurate records of all gratuities received by Defendants and made those open to inspection
3 at all reasonable hours. Plaintiff is informed and believes that this has resulted in a violation of Labor
4 Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and
5 other Aggrieved Employees have personally suffered violations thereto and Employer would be liable
6 for civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
7 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
8 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 40. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
12 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7,
13 227.3, 245, *et seq.*, 510, 512, 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations,
14 Title 8, section 11040, seeking overtime wages, minimum wages, payment of premium wages for
15 missed meal and rest periods, failure to pay timely wages, waiting time penalties, wage statement
16 penalties, failure to indemnify work-related expenses, failing to pay vested vacation time at the proper
17 rate of pay, other such provisions of California law, and reasonable attorneys' fees and costs.

18 41. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
19 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
20 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
21 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
22 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
23 of amounts owed.

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1 **CLASS ACTION ALLEGATIONS**

2 42. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
3 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
4 former non-exempt employees of Defendants within the State of California at any time commencing
5 four (4) years preceding the filing of Plaintiff's complaint up until the time of final judgment in this
6 action (collectively referred to as "Class Members").

7 43. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
8 to amend or modify the class description with greater specificity, further divide the defined class into
9 subclasses, and to further specify or limit the issues for which certification is sought.

10 44. This action has been brought and may properly be maintained as a class action under
11 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
12 interest in the litigation and the proposed Class is easily ascertainable.

13 **A. Numerosity**

14 45. The potential Class Members as defined are so numerous that joinder of all the
15 members of the Class is impracticable. While the precise number of Class Members has not been
16 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
17 employed by Defendants within the State of California.

18 46. Accounting for employee turnover during the relevant periods necessarily increases
19 this number. Plaintiff alleges Defendants' employment records would provide information as to the
20 number and location of all Class Members. Joinder of all members of the proposed Class is not
21 practicable.

22 **B. Commonality**

23 47. There are questions of law and fact common to Class Members. These common
24 questions include, but are not limited to:

25 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
26 worked at a proper overtime rate of pay?

27 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
28 all other time worked at the employee's regular rate of pay and a rate of pay that is

greater than the applicable minimum wage?

- C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?
- D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?
- E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?
- F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?
- G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?
- H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?
- I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?
- J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor Code section 204?
- K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?
- L. Did Defendants violate Labor Code section 227.3 by not providing Class Members with compensation at their final rate of pay for vested paid vacation time?
- M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?
- N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?
- O. Are Class Members entitled to costs and attorneys' fees?
- P. Are Class Members entitled to interest?

1 **C. Typicality**

2 48. The claims of Plaintiff herein alleged are typical of those claims which could be alleged
3 by any Class Members, and the relief sought is typical of the relief which would be sought by each
4 Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages
5 arising out of and caused by Defendants' common course of conduct in violation of laws and
6 regulations that have the force and effect of law and statutes as alleged herein.

7 **D. Adequacy of Representation**

8 49. Plaintiff will fairly and adequately represent and protect the interest of Class Members.
9 Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class
10 actions.

11 **E. Superiority of Class Action**

12 50. A class action is superior to other available means for the fair and efficient adjudication
13 of this controversy. Individual joinder of all Class Members is not practicable, and questions of law
14 and fact common to Class Members predominate over any questions affecting only individual Class
15 Members. Class Members, as further described therein, have been damaged and are entitled to
16 recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the
17 Labor Code at times, as set out herein.

18 51. Class action treatment will allow Class Members to litigate their claims in a manner
19 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
20 any difficulties that are likely to be encountered in the management of this action that would preclude
21 its maintenance as a class action.

22 **PAGA REPRESENTATIVE ALLEGATIONS**

23 52. Plaintiff is an "Aggrieved Employee" under PAGA, as Plaintiff was employed by
24 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if
25 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover
26 civil penalties under PAGA, plus reasonable attorneys' fees and costs, for Plaintiff and all other
27 Aggrieved Employees of Defendants during the PAGA Period.

28 53. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative

1 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
2 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
3 PAGA allegations described herein is not required.

4 54. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
5 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
6 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
7 PAGA Period.

8 55. Pursuant to Labor Code section 2699.3, on or around November 25, 2025, Plaintiff
9 provided written notice of Defendants' violation of various provisions of the Labor Code to the
10 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

11 56. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
12 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
13 calendar days of the PAGA Notice.

14 57. To the extent Defendants, or either of them, previously used the notice and cure
15 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
16 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
17 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
18 conference process pursuant to section 2699.3(f).

19 58. In the event that Defendants, or either of them, is/are determined to have satisfied
20 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
21 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
22 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

23 59. In the event that Defendants, or either of them, is/are determined to have, prior to this
24 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
25 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
26 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
27 2699(g)(1)-(3).

28 ///

60. In the event that Defendants, or either of them is/are deemed to have adequately taken all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60) days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor Code section 2699(h)(1)-(3).

61. In the event, the LWDA and/or a court issued a finding or determination to the Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or any of them, would be subject to heightened penalties pursuant to Labor Code sections 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

62. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

63. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

64. At all times relevant to this complaint, Labor Code section 510 was in effect and provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

65. At all times relevant to this complaint, Labor Code section 510 further provided that “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice

1 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
2 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

3 66. For four (4) years prior to the filing of the complaint in this action through the present,
4 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
5 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
6 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
7 including but not limited to, Defendants’ requirement that Plaintiff and Class Members clock out for
8 meal periods and continue working.

9 67. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
10 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
11 properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion,
12 willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable
13 IWC Wage Orders, and California law.

14 68. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been
15 deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus
16 interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194 and
17 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

18 **SECOND CAUSE OF ACTION**

19 **(Failure to Pay Minimum Wages – Against All Defendants)**

20 69. Plaintiff realleges and incorporates by reference all of the allegations contained in the
21 preceding paragraphs as though fully set forth hereat.

22 70. At all relevant times, Plaintiff and Class Members were employees or former
23 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

24 71. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class
25 Members were entitled to receive minimum wages for all hours worked or otherwise under
26 Defendants’ control.

27 72. For four (4) years prior to the filing of the complaint in this action through the present,
28 Defendants failed to pay Plaintiff and Class Members for clocking out for meal periods and continue

1 working, to the detriment of Plaintiff and Class Members.

2 73. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for
4 all hours worked or otherwise due.

5 74. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages,
8 reasonable attorneys' fees and costs of suit.

9 **THIRD CAUSE OF ACTION**

10 **(Failure to Provide Meal Periods – Against All Defendants)**

11 75. Plaintiff realleges and incorporates by reference all of the allegations contained in the
12 preceding paragraphs as though fully set forth hereat.

13 76. At all relevant times, Plaintiff and Class Members were employees or former
14 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

15 77. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
16 employ an employee for a work period of more than five (5) hours without a timely meal break of not
17 less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore,
18 no employer shall employ an employee for a work period of more than ten (10) hours per day without
19 providing the employee with a second timely meal period of not less than thirty (30) minutes in which
20 the employee is relieved of all of his or her duties.

21 78. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
22 with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission,
23 the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of
24 compensation for each workday that the meal period is not provided.

25 79. For four (4) years prior to the filing of the complaint in this action through the present,
26 Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted
27 meal periods every five hours of work without waiving the right to take them, as permitted. Moreover,
28 Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of

1 compensation on the occasions that Class Members were not provided compliant meal periods.

2 80. By their failure to provide Plaintiff and Class Members compliant meal periods as
3 contemplated by Labor Code section 512, among other California authorities, and failing to provide
4 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
5 provisions of Labor Code section 512 and applicable Wage Orders.

6 81. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
8 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

9 82. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
10 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
11 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
12 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

13 **FOURTH CAUSE OF ACTION**

14 **(Failure to Provide Rest Periods – Against All Defendants)**

15 83. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 84. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by applicable Wage Orders.

19 85. California law and applicable Wage Orders require that employers "authorize and
20 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
21 period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3
22 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
23 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
24 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
25 minutes of paid rest period.

26 86. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
27 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
28 Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's

1 regular rate of compensation for each work day that the rest period is not provided.

2 87. For four (4) years prior to the filing of the complaint in this action through the present,
3 Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute,
4 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover,
5 Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of
6 compensation on the occasions that Class Members were not authorized or permitted to take compliant
7 rest periods.

8 88. By their failure to authorize and permit Plaintiff and Class Members to take rest periods
9 contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of
10 compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the
11 provisions of Labor Code section 226.7 and applicable Wage Orders.

12 89. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
13 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
14 for rest periods that they were not authorized or permitted to take.

15 90. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
16 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest
17 and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of
18 Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

19 **FIFTH CAUSE OF ACTION**

20 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

21 91. Plaintiff realleges and incorporates by reference all of the allegations contained in the
22 preceding paragraphs as though fully set forth hereat.

23 92. At all relevant times, Plaintiff and Class Members were employees or former
24 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
25 Wage Orders.

26 93. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
27 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
28 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge

1 immediately upon termination. Class Members who resigned were entitled to payment of all wages
2 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
3 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
4 time of resignation.

5 94. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
6 before the filing of the complaint in this action through the present, Defendants, due to the failure to
7 provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned
8 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

9 95. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
10 Members all wages earned prior to termination or resignation in accordance with Labor Code sections
11 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class
12 Members at the time of termination in accordance with Labor Code sections 201 and 202, but
13 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
14 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

15 96. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
16 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
17 resignation, until paid, up to a maximum of thirty (30) days.

18 97. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
20 prior to termination or resignation.

21 98. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
22 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
23 waiting time penalties, interest, and their costs of suit, as well.

24 **SIXTH CAUSE OF ACTION**

25 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

26 99. Plaintiff realleges and incorporates by reference all of the allegations contained in the
27 preceding paragraphs as though fully set forth hereat.

28 100. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

2 101. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
3 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
4 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
5 wages earned; and all applicable hourly rates in effect during the pay period and the corresponding
6 number of hours worked at each hourly rate, among other things.

7 102. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
8 before the filing of the complaint in this action through the present, Defendants failed to comply with
9 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure
10 to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect,
11 among other things, gross wages earned; total hours worked; net wages earned; and all applicable
12 hourly rates in effect during the pay period and the corresponding number of hours worked at each
13 hourly rate, among other things.

14 103. Defendants' failure to provide Plaintiff and Class Members with accurate wage
15 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and
16 the other Class Members with accurate wage statements, but willfully provided wage statements that
17 Defendants knew were not accurate.

18 104. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
19 suffered injury. The absence of accurate information on Class Members' wage statements has delayed
20 timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical
21 computations to determine the amount of wages owed; causes difficulty and expense in attempting to
22 reconstruct time and pay records; and led to submission of inaccurate information about wages and
23 amounts deducted from wages to state and federal governmental agencies, among other things.

24 105. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
25 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
26 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
27 period, not to exceed an aggregate \$4,000.00 per employee.

28 ///

106. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Failure to Timely Pay Wages During Employment – Against All Defendants)

107. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

108. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

109. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.”

110. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

111. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year before the filing of the complaint in this action through the present, Defendants employed policies and practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code section 204.

112. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each

1 subsequent violation in connection with each payment that was made in violation of Labor Code
2 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

3 113. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
4 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
5 interest, and their costs of suit, as well.

6 **EIGHTH CAUSE OF ACTION**

7 **(Failure to Indemnify – Against All Defendants)**

8 114. Plaintiff realleges and incorporates by reference all of the allegations contained in the
9 preceding paragraphs as though fully set forth hereat.

10 115. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

12 116. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
13 his or her employee for all necessary expenditures or losses incurred by the employee in direct
14 consequence of the discharge of his or her duties . . .”

15 117. For three (3) years prior to the filing of the complaint in this action through the present,
16 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct
17 consequence of the discharge of their duties or at the obedience to the directions of Defendants that
18 included, without limitation: using cellular phones for work-related purposes.

19 118. During that time period, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff sand Class Members
21 for those losses and/or expenditures.

22 119. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
23 suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-
24 described losses and/or expenditures.

25 120. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
26 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement
27 for their herein-described losses and/or expenditures, reasonable attorneys’ fees and costs of suit.

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1 **NINTH CAUSE OF ACTION**

2 **(Unfair Competition – Against All Defendants)**

3 121. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 122. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
6 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
7 Professions Code section 17200.

8 123. Due to their unlawful business practices in violation of the Labor Code, Defendants
9 have gained a competitive advantage over other comparable companies doing business in the State of
10 California that comply with their obligations to compensate employees in accordance with the Labor
11 Code.

12 124. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
13 Members have suffered injury in fact and lost money or property.

14 125. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
15 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
16 advantage against other California employers. Pursuant to Business and Professions Code sections
17 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
18 prohibits Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
20 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
21 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
22 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
23 945, 954; *accord* at 957.)

24 126. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all
25 wages and other monies owed to them under the Labor Code, including interest thereon, in which
26 Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay
27 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff
28 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their

1 failure to comply with the Labor Code.

2 127. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
3 section 1032 and interest under Civil Code section 3287.

4 **TENTH CAUSE OF ACTION**

5 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

6 128. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
7 preceding paragraphs as though fully set forth hereat.

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

9 129. At all relevant times herein, Labor Code section 204, requires and required that:
10 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
11 between the 16th and 26th day of the month during which the labor was performed, and labor performed
12 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
13 and 10th day of the following month.”

14 130. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
15 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
16 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
17 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
18 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
19 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
20 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

21 131. At all relevant times herein, Defendants have had a consistent policy or practice of
22 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
23 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
24 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
25 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
26 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
27 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
28 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in

1 connection with each payment that was made in violation of Labor Code section 204.

2 Civil Penalties Under Labor Code § 226.3

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

8 133. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
9 this section are in addition to any other penalty provided by law.”

10 134. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
11 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
12 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
13 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
14 each employer with whom they have been placed to work; all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
16 the employer and/or the name and address of the legal entity securing the employer’s services if the
17 employer is a farm labor contractor; and other such information as required by Labor Code section
18 226, subdivision (a)

19 135. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
20 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
21 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
22 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
23 for each subsequent violation.

24 Violation of Labor Code § 558

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

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

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

143. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174.

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

Violation of Labor Code § 1197.1

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

1 follows:

- 2 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
3 each underpaid employee for each pay period for which the employee is underpaid.
4 This amount shall be in addition to an amount sufficient to recover underpaid wages,
5 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
6 pursuant to Section 203.
- 7 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
8 (\$250) for each underpaid employee for each pay period for which the employee is
9 underpaid regardless of whether the initial violation is intentionally committed. This
10 amount shall be in addition to an amount sufficient to recover underpaid wages,
11 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
12 pursuant to Section 203.
- 13 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
14 203, recovered pursuant to this section shall be paid to the affected employee.”

15 146. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
16 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
17 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
18 Employees at the proper rates of pay, as described above.

19 147. As a direct and proximate result of the herein-described Labor Code violations,
20 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
21 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of one
22 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
23 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
24 violation.

25 Civil Penalties Under Labor Code § 2699

26 148. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
27 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
28 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or

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

4 149. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
5 of them, violated the Labor Code sections described in the preceding paragraphs.

6 150. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
7 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
8 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
9 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

10 151. Moreover, Plaintiff and other Aggrieved Employees within the State of California
11 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
12 connection with their herein-described claims for civil penalties.

13 **DEMAND FOR JURY TRIAL**

14 152. Plaintiff demands a trial by jury on all causes of action one (1) through ten (10)
15 contained herein.

16 **PRAYER**

17 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
18 prays for judgment against Defendants as follows:

19 A. An order certifying this case as a Class Action;

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

22 C. Damages for all wages earned and owed, including minimum and overtime wages
23 and unpaid wages for vested vacation time, under Labor Code sections 510, 558.1, 1194, 1197 and
24 1199 and 227.3;

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

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

28 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision

1 (e) and 558.1;

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

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

4 I. Damages under Labor Code sections 2802 and 558.1;

5 J. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
6 1197.1, and 2699;

7 K. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
8 210, 226.3, 558, 1174.5, 1197.1, and 2699;

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

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

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

15 O. For attorneys' fees in prosecuting this action;

16 P. For costs of suit incurred herein; and

17 Q. For such other and further relief as the Court deems just and proper.
18

19 Dated: April 28, 2026

BIBIYAN LAW GROUP, P.C.

20 BY: /s/ Bevin Pike

21 Bevin Pike

Trisha Monesi

22 *Attorneys for* Plaintiff ROBERT SCHMITT and on behalf
23 of all others similarly situated and Aggrieved Employees
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