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 10 SMITH, JR.

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 12 **FOR THE COUNTY OF LOS ANGELES**

13 RICHARD SMITH, JR., individually, and on
 14 behalf of all others similarly situated,

15 Plaintiff,

16 v.

17 PRIME AUTO RESOURCES, INC. DBA
 18 AUTONATION AUTO AUCTION LOS
 19 ANGELES, a California corporation; and DOES
 1 through 10, inclusive,

20 Defendants.

Case No.: 25STCV34500

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

1. Failure to Pay Minimum and Straight Time Wages (Lab. Code §§ 204, 1194, 1194.2, and 1197);
2. Failure to Pay Overtime Wages (Lab. Code §§ 510, 1194 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Lab. Code §§ 226.7);
5. Failure to Indemnify Employees for Expenditures (Lab. Code § 2802);
6. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226);
7. Failure to Provide Paid Sick Leave (Lab. Code § 246-248.5);
8. Failure to Timely Pay Wages upon Separation of Employment (Lab. Code §§ 201-203);
9. Failure to Timely Pay Wages During Employment (Lab. Code § 204);
10. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, et seq.).

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11. Civil Penalties Under PAGA [Cal. Lab.
Code § 2699, et seq.

DEMAND FOR JURY TRIAL

1 Plaintiff RICHARD SMITH, JR. (“Plaintiff”), based upon facts that either have evidentiary
2 support or are likely to have evidentiary support after a reasonable opportunity for further
3 investigation and discovery, individually and on behalf of all other members of the public similarly
4 situated, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiff brings this action against Defendants PRIME AUTO RESOURCES, INC.
7 DBA AUTONATION AUTO AUCTION LOS ANGELES, and DOES 1 through 11 (hereinafter
8 collectively referred to as “Defendants”) for California Labor Code violations and unfair
9 business practices stemming from Defendants’ failure to pay for all hours worked (minimum,
10 straight time, and overtime wages), failure to provide meal periods, failure to authorize and
11 permit rest periods, failure to indemnify employees for expenditures, failure to furnish accurate
12 wage statements, failure to provide paid sick leave, failure to timely pay final wages upon
13 termination, failure to pay wages during employment, and unfair business practices.

14 2. Plaintiff brings the First through Tenth Causes of Action individually and as a
15 class action on behalf of Plaintiff and certain current and former employees of Defendants
16 (hereinafter collectively referred to as the “Class” or “Class Members,” and defined more fully
17 below). The Class consists of Plaintiff and all other persons who have been employed by any
18 Defendant in California as an hourly-paid or non-exempt employee during the statute of
19 limitations period applicable to the claims pleaded here.

20 3. Plaintiff brings the Eleventh Cause of Action as a representative action under the
21 California Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to
22 Plaintiff, the State of California, and past and present non-exempt employees by Defendants in
23 the State of California during the statute of limitations period for his PAGA claim (hereinafter
24 referred to as the “Aggrieved Employees”).

25 4. Defendants own/owned and operate/operated an industry, business, and
26 establishment within the State of California, including Los Angeles County. As such and based
27 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
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are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code.

5. Despite these requirements, throughout the statutory period, Defendants have, at times:

- (a) Failed to pay some, but not necessarily all employees for all hours worked, including all minimum, straight time, and overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- (b) Failed to provide some, but not necessarily all employees with timely and duty-free meal periods in compliance with the California Labor Code and IWC Wage Orders, failed to maintain accurate records of all meal periods taken or missed, and failed to pay an additional hour’s pay for each workday a meal period violation occurred;
- (c) Failed to authorize and permit some, but not necessarily all employees to take timely and duty-free rest periods in compliance with the California Labor Code and IWC Wage Orders, and failed to pay an additional hour’s pay for each workday a rest period violation occurred;
- (d) Failed to indemnify some, but not necessarily all employees for expenditures incurred in direct discharge of duties of employment; and
- (e) Failed to provide some, but not necessarily all employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to provide some, but not necessarily all employees with mandated paid sick leave; and
- (g) Willfully failed to pay some, but not necessarily all employees all minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages due within the time period specified by California law when employment terminates.

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6. On information and belief, Defendants were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful conduct. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

7. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, acts and omissions as described in each and all of the foregoing paragraphs as the employers of Plaintiff and the Class. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior."

THE PARTIES

A. Plaintiff

8. Plaintiff is a California resident who worked for Defendants in Los Angeles County, California as a nonexempt employee paid hourly from approximately October 2023 to approximately December 2024 as a car wash attendant

9. Plaintiff reserves the right to seek leave to amend this complaint to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law, as well as to add additional claims.

B. Defendants

10. Plaintiff alleges, on information and belief, that Defendants are, and at all times herein mentioned, were:

- (h) Business entities qualified to do business and actually conducting business in numerous counties throughout the State of California, including in Los Angeles County; and,

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- 1 (i) The former employers of Plaintiff and the current and/or former employer
2 of the Class Members because Defendants engaged Plaintiff and the Class
3 to work; and/or suffered and permitted Plaintiff and the Class to work, and/or
4 controlled or had the power and authority to control their wages, hours, or
5 working conditions;

6 11. At all relevant times, Defendants were and are legally responsible for all of the
7 unlawful conduct, policies, practices, acts, and omissions as described in each and all of the
8 foregoing paragraphs as the employer of Plaintiff and of the Class. Further, Defendants are
9 responsible for each of the unlawful acts or omissions complained of herein under the doctrine of
10 “respondeat superior.”

11 12. Plaintiff does not know the true names or capacities of the persons or entities sued
12 herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious names. Each
13 of the Doe Defendants were in some manner legally responsible for the damages suffered by
14 Plaintiff and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true
15 names and capacities of these Defendants when they have been ascertained, together with
16 appropriate charging allegations, as may be necessary.

17 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
18 each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or
19 injured a significant number of the Plaintiff and the Class in the State of California.

20 14. Plaintiff is informed and believes and thereon alleges that at all relevant times each
21 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the
22 other employees described in the class definitions below, and exercised control over their wages,
23 hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all
24 relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director,
25 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
26 predecessor in interest of some or all of the other Defendants, and was engaged with some or all
27 of the other Defendants in a joint enterprise for profit, and bore such other relationships to some
28 or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged

below. Plaintiff is informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JURISDICTION AND VENUE

15. This Court has jurisdiction over this matter because Plaintiff brings this Complaint for various violations of the Labor Code and California Industrial Welfare Commission ("IWC") orders, Defendants are business entities operating in California, and Plaintiff is a California resident.

16. This class action is brought pursuant to California Code of Civil Procedure section 382. The monetary damages, penalties, and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction. Plaintiff's share of damages, penalties, and other relief sought in this action does not exceed \$75,000.

17. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the County of Los Angeles, California.

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

18. Plaintiff worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately October 2023 to approximately December 2024. Defendants typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff often worked more than eight hours per day and forty (40) hours in a workweek.

19. Plaintiff brings this action against Defendants for Labor Code violations and unfair business practices stemming from Defendants' failure to pay for all hours worked (including minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to reimburse business expenses, failure to

1 furnish accurate wage statements, failure to provide paid sick leave, failure to pay final wages at
2 termination, and failure to timely pay wages during employment. As discussed below, Plaintiff's
3 experience working for Defendants was typical and illustrative of the class.

4 20. Plaintiff brings these causes of action individually and as a class action on behalf of
5 certain current and former employees of Defendants (hereinafter collectively referred to as the
6 "Class" or "Class Members," and defined more fully below). The Class consists of Plaintiff and
7 all other persons who have been employed by Defendant in California as an hourly-paid or non-
8 exempt employee during the statute of limitations period applicable to the claims pleaded here.

9 21. Defendants own/owned and operate/operated an industry, business, and
10 establishment within the State of California, including Los Angeles County. As such and based
11 upon all the facts and circumstances incident to Defendants' business in California, Defendants are
12 subject to the Labor Code, Wage Orders issued by the IWC, and the California Business &
13 Professions Code.

14 22. Despite these requirements, throughout the statutory period, Defendants willfully
15 failed to comply with the Labor Code and IWC Wage Orders with respect to Plaintiff and the Class
16 and instead maintained a systematic, company-wide policy and practice of including, but not
17 limited to, the following violations on a regular basis:

- 18 (a) Failing to pay employees for all hours worked, including minimum, straight
19 time, and overtime wages.. For example, Defendants:
20 i. required employees to perform work off-the-clock, without compensation,
21 including, but not limited to: work during rest and meal breaks including
22 answering calls and messages related to work tasks ; and/or
23 ii. failed to pay for all hours worked and failed to pay some of this unpaid work
24 at the overtime rate, as required; and/or
25 iii. required them to continue working during unpaid meal and rest periods;
26 and/or
27 (b) Failing to provide employees with timely and duty-free meal periods; for
28 example, Defendants:

- i. required employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work; and/or
 - ii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks, which could not be completed without working in lieu of taking mandatory meal periods; for example washing vehicles, and cataloging any damage found on the vehicles in preparation for auction; and/or
 - iii. interrupted Plaintiff's meal periods; and/or denied employees permission to take a meal period and/or
 - iv. denied employees permission to take second meal period and/or
 - v. failed to maintain accurate records of all meal periods taken or missed and denied employees opportunities to do their own timekeeping.
- (c) Failing to authorize and permit employees to take timely and duty-free rest periods. For example, Defendants:
- i. required employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours); and/or
 - ii. failed to compensate employees for rest periods that were not authorized or permitted; and/or
 - iii. continued to assert control over employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods.
- (d) Failing to indemnify employees for work-related expenses, such as having to use Plaintiff's personal cell phone for work-related communications, all without reimbursement.

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- (e) Failing to provide employees with accurate, itemized wage statements containing all the information required by the Labor Code and IWC Wage Orders, such as the legal employing entity's address, rest/meal break premiums, the remaining paid sick leave balance, and all wages for all hours worked, among other things.
- (f) Failing to provide paid sick leave as required by Lab. Code §§ 245.5-248.5.
- (g) Failing to timely pay employees their final wages due upon separation of employment, including, but not limited to, all expenditures, minimum wages, straight time wages, overtime wages, meal and rest period premium wages.
- (h) Falsifying and/or altering time records to avoid paying all hours worked, overtime rates, and meal and rest break penalties as required Lab. Code §§1174(d), 1198. For example, despite Plaintiff being instructed to skip his rest periods and to instead combine them with his meal period, Plaintiff regularly was forced to skip his meal breaks or had them interrupted. Yet, Plaintiff's time records and pay were modified to account for the alleged daily breaks. As such, the timekeeping system did not accurately reflect the actual time for meal and rest periods, off-the-clock work, and actual hours worked.
- (i) Failing to timely pay wages during employment in violation of §204 of Lab. Code.
- (j) Failing to provide Notice to Employee in violation of Lab. Code § 2810.5.

23. On information and belief, Defendants, and each of them, were on actual and constructive notice of the improprieties alleged herein and intentionally refused to rectify their unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were willful and deliberate.

24. As a result of these violations of Labor Code § 226(a), Plaintiff and the Class suffered injury because, among other things:

- (a) the violations led them to believe that they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they were entitled;
- (b) the violations led them to believe that they had been paid the minimum, straight time, overtime, meal period premium, and rest period premium wages, even though they had not been;
- (c) the violations led them to believe they were not entitled to be paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they were entitled;
- (d) the violations led them to believe they had been paid minimum, straight time, overtime, meal period premium, and rest period premium wages at the correct California rate even though they had not been;
- (e) the violations hindered them from determining the amounts of minimum, straight time, overtime, meal period premium, and rest period premium wages owed to them;
- (f) in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;
- (g) by understating the wages truly due to them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and,
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and the Class were entitled, and Plaintiff and the Class were paid less than the wages and wage rates to which they were entitled.

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25. Thus, Plaintiff and the Class are owed the amounts provided for in Labor Code § 226(e) and injunctive relief under Labor Code § 226(h).

CLASS ACTION ALLEGATIONS

26. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seeks class certification under California Code of Civil Procedure section 382.

27. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

28. The proposed Class consists of and is defined as:

All persons who worked for any Defendant in California as an hourly-paid or non-exempt employee at any time during the period beginning four years before the filing of the initial complaint in this action and ending on the first day of trial in this matter.

29. At all material times, Plaintiff was a member of the Class.

30. Plaintiff undertook this concerted activity to improve the wages and working conditions of all Class Members.

31. There is a well-defined community of interest in the litigation and the Class is readily ascertainable:

(a) Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

(b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest, and Plaintiff's claims are typical of all Class Members' claims as demonstrated herein.

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(c) Adequacy: Plaintiff is qualified to, and will, fairly, and adequately protect the interests of each Class Member with whom there is a shared, well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no conflicts with or interests antagonistic to any Class Member. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

(d) Superiority: A Class action is superior to other available methods for the fair and efficient adjudication of the controversy, including consideration of:

- 1) The interests of the members of the Class in individually controlling the prosecution or defense of separate actions;
- 2) The extent and nature of any litigation concerning the controversy already commenced by or against members of the Class;
- 3) The desirability or undesirability of concentrating the litigation of the claims in the particular forum; and,

32. The difficulties likely to be encountered in the management of a class action.

33. Public Policy Considerations: The public policy of the State of California is to resolve the Labor Code claims of many employees through a class action. Indeed, current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are also fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the Class Members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights at the same time as their privacy is protected.

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1 34. There are common questions of law and fact as to the Class (and each subclass, if any) that
2 predominate over questions affecting only individual members, including without limitation,
3 whether, as alleged herein, Defendants have:

- 4 (a) Failed to pay Class Members for all hours worked, including minimum,
5 straight time, and overtime wages;
- 6 (b) Failed to provide meal periods and pay meal period premium wages to Class
7 Members;
- 8 (c) Failed to authorize and permit rest periods and pay rest period premium
9 wages to Class Members;
- 10 (d) Failed to indemnify Class Members for expenditures
- 11 (e) Failed to provide Class Members with accurate wage statements;
- 12 (f) Failed to provide Class Members with paid sick leave
- 13 (g) Failed to provide Class Members with timely final wages;
- 14 (h) Failed to timely pay wages during employment in violation of §204 of Lab.
15 Code; and
- 16 (i) Violated California Business & Professions Code §§ 17200 *et. seq.* as a
17 result of their illegal conduct as described above.

18 35. This Court should permit this action to be maintained as a class action pursuant to
19 California Code of Civil Procedure § 382 because:

- 20 (a) The questions of law and fact common to the Class predominate over any
21 question affecting only individual members;
- 22 (b) A class action is superior to any other available method for the fair and
23 efficient adjudication of the claims of the members of the Class;
- 24 (c) The members of the Class are so numerous that it is impractical to bring all
25 members of the class before the Court;
- 26 (d) Plaintiff, and the other members of the Class, will not be able to obtain
27 effective and economic legal redress unless the action is maintained as a
28 class action;

- 1 (e) There is a community of interest in obtaining appropriate legal and equitable
2 relief for the statutory violations, and in obtaining adequate compensation
3 for the damages and injuries for which Defendants are responsible in an
4 amount sufficient to adequately compensate the members of the Class for
5 the injuries sustained;
- 6 (f) Without class certification, the prosecution of separate actions by individual
7 members of the class would create a risk of:
- 8 1) Inconsistent or varying adjudications with respect to individual
9 members of the Class which would establish incompatible standards
10 of conduct for Defendants; and/or,
- 11 2) Adjudications with respect to the individual members which would,
12 as a practical matter, be dispositive of the interests of other members
13 not parties to the adjudications, or would substantially impair or
14 impede their ability to protect their interests, including but not
15 limited to the potential for exhausting the funds available from those
16 parties who are, or may be, responsible Defendants; and,
- 17 (g) Defendants have acted or refused to act on grounds generally applicable to
18 the Class, thereby making final injunctive relief appropriate with respect to
19 the class as a whole.

20 36. Plaintiff contemplates the eventual issuance of notice to the proposed members of
21 the Class that would set forth the subject and nature of the instant action. Defendants' own business
22 records may be utilized for assistance in the preparation and issuance of the contemplated notices.
23 To the extent that any further notices may be required, Plaintiff contemplates the use of additional
24 techniques and forms commonly used in class actions, such as published notice, e-mail notice,
25 website notice, first-class mail, or combinations thereof, or by other methods suitable to the Class
26 and deemed necessary and/or appropriate by the Court.

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FIRST CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Minimum and
Straight Time Wages for All Hours Worked)**

37. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

38. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

39. At all relevant times herein mentioned, Defendants knowingly failed to pay Plaintiff and the Class compensation for all hours they worked. For example, Defendants required Plaintiff to perform work during uncompensated meal periods and rest periods. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of Labor Code § 1194, and any additional applicable Wage Orders that require such compensation to non-exempt employees.

40. Accordingly, Plaintiff and the Class are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

41. By and through the conduct described above, Plaintiff and the Class have been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

42. By virtue of the Defendants’ unlawful failure to pay additional compensation to Plaintiff and the Class for their non-overtime hours worked without pay, Plaintiff and the Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff and the Class and which will be ascertained according to proof at trial.

43. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of minimum wage compensation due Plaintiff and the Class.

44. Pursuant to Labor Code § 1194.2, Plaintiff and the Class are entitled to recover liquidated damages (double damages) for Defendants’ failure to pay minimum wages.

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45. Plaintiff and the Class are also entitled to seek recovery of all unpaid minimum and straight time wages, interest, and reasonable attorneys' fees and costs pursuant to Labor Code §§ 218.5, 218.6, and 1194(a).

SECOND CAUSE OF ACTION

(Against All Defendants for Failure to Pay Overtime Wages)

46. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

47. California Labor Code §§510, 1194 and 1198 require employers to pay at least minimum wage for all hours worked, pay overtime wages payable at the rate of at least one and one-half times the regular rate of pay for more than eight hours in one workday or more than forty hours in one workweek. Employees are entitled to double overtime wages payable at the rate of at least twice the regular rate of pay for work in excess of twelve hours in one workday or work in excess of eight hours on any seventh day of a workweek. For purposes of computing the overtime rate of compensation required to be paid to a non-exempt full time salaried employee, the employee's regular hourly rate shall be 1/40th of the employee's weekly salary. The regular rate shall be 1/8th of the employee's daily rate. Payment of a fixed salary to a non-exempt employee shall be deemed to provide compensation only for the employee's regular, non-overtime hours, notwithstanding any private agreement to the contrary. (Lab. Code §515(d))

48. At all times relevant to this Complaint, Plaintiff and the Class were non-exempt employees and regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek and were entitled to the protections of California Labor Code §§ 510, 1194, and the applicable IWC Wage Order. Defendants failed to compensate Plaintiffs for all overtime hours worked as required under the foregoing provision of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half or double the regular rate of pay; miscalculating the regular rate of pay by failing to include all remuneration in addition to employees base hourly pay; requiring, permitting or suffering Plaintiff to work off the clock including time on-call; requiring, permitting or suffering Plaintiff to work through meal and rest breaks but not compensating them for this time and failing to include this time in their hours

1 worked; illegally and inaccurately recording time in which Plaintiff worked; and failing to properly
2 maintain Plaintiff's records;

3 49. At all times relevant hereto, Defendants failed to pay Plaintiff and the Class
4 overtime compensation for the hours they have worked in excess of eight (8) hours in a workday
5 and/or forty (40) hours in a workweek, as required by Labor Code §§ 510 and 1198.

6 50. By virtue of Defendants' unlawful failure to pay additional premium rate
7 compensation to Plaintiff and the Class for their overtime hours worked, Plaintiff and the Class
8 have suffered, and will continue to suffer, damages in amounts which are presently unknown to
9 them but which exceed the jurisdictional minimum of this Court and which will be ascertained
10 according to proof at trial.

11 51. By failing to keep adequate time records required by Labor Code § 1174(d),
12 Defendants have made it difficult to calculate the full extent of overtime compensation due to
13 Plaintiff and the Class.

14 52. Plaintiff and the Class also request recovery of overtime compensation according to
15 proof, interest, attorneys' fees and costs pursuant to Labor Code § 1194(a), as well as the
16 assessment of any statutory penalties against Defendants, in a sum as provided by the Labor Code
17 and/or other statutes.

18 53. Labor Code § 204 requires employers to provide employees with all wages due and
19 payable twice a month. The Wage Orders also provide that every employer shall pay to each
20 employee, on the established payday for the period involved, overtime wages for all overtime hours
21 worked in the payroll period. Defendants failed to provide Plaintiff and the Class with all
22 compensation due, in violation of Labor Code § 204.

23 **THIRD CAUSE OF ACTION**

24 **(Against All Defendants for Failure to Provide Meal Periods)**

25 54. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
26 paragraphs.

27 55. California law requires an employer to provide an employee an uninterrupted meal
28 period of no less than thirty minutes before the end of a five-hour work period during which

employees are relieved of all duties. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours in one day. (Lab. Code §§ 226.7, 512; Wage Orders, 11; *Brinker Restaurant Corp v. Superior Ct.* (2012) 53 Cal.4th 1004, 1049.) The Wage Order's meal period requirement is satisfied if the employee (1) has at least 30 minutes uninterrupted, (2) is free to leave the premises, and (3) is relieved of all duty for the entire period. (*Brinker Restaurant Corp. v. Superior Court, supra*, at 1036.) An employer must relinquish control over their activities, permit a reasonable opportunity to take an uninterrupted 30-minute break, and not impede or discourage an employee from taking a meal break. (*Id.* at p. 1040.) If the employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. (*Id.* at p. 1035.) “An employer may not undermine a formal policy of providing meal breaks by pressuring employees to perform their duties in ways that omit breaks. (*Cicairos v. Summit Logistics, Inc.* (2005) 133 Cal.App.4th 949, 962–963; see also *Jaimez v. Daiohs USA, Inc.*, (2010) 181 Cal.App.4th 1286, 1304–1305 [proof of common scheduling policy that made taking breaks extremely difficult would show violation]; *Dilts v. Penske Logistics, LLC* (S.D.Cal. 2010) 267 F.R.D. 625, 638 [indicating informal anti-meal-break policy “enforced through ‘ridicule’ or ‘reprimand’” would be illegal].) The wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forgo, or otherwise encouraging the skipping of legally protected breaks.” (*Id.* at p. 1040.)

56. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one hour of pay at the employee’s regular rate of pay for each workday that a legally required meal period was not timely provided or was not duty-free. (Lab. Code §226.7(c)). The California Supreme Court held that premium pay for denying an employee a meal or rest break constitutes “wages.” (*Naranjo v Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93.)

57. Defendants regularly failed to provide Plaintiff and the Class timely full thirty-minute meal period for each five-hour period of work as required under the foregoing provisions of the California Labor Code and IWC Wage Order. For example, Plaintiff was often deprived of his second meal period, when he worked more than 10 hours. In fact, Defendants engaged in the

1 illegal practice of altering timekeeping records by adjusting the time in the system during
2 malfunctions, which did not reflect the accurate hours worked and meal/rest breaks taken. By their
3 failure to permit and authorize Plaintiff and the Class to take all meal periods as alleged above (or
4 due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
5 meal periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the
6 applicable Wage Orders.

7 58. Under California law, Plaintiff and the Class are entitled to be paid one hour of
8 additional wages for each workday they were not provided with all required meal period(s), plus
9 interest thereon.

10 **FOURTH CAUSE OF ACTION**

11 **(Against All Defendants for Failure to Authorize and Permit Rest Periods)**

12 59. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
13 paragraphs.

14 60. California Labor Code §226.7 and the applicable Industrial Welfare Commission
15 Order §12 requires that employers must provide employees timely, uninterrupted 10-minute rest
16 breaks, free of all duty, for every 4 hours worked or major fraction thereof. If an employer fails to
17 provide an employee a rest break in accordance with the applicable provisions of this order, the
18 employer shall pay the employee one hour of pay at the employee's regular rate of compensation
19 for each workday that the rest break is not provided as a rest break premium wage. Employees are
20 entitled to a 10-minute rest break for shifts from three and one-half to six hours in length, 20
21 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10
22 hours up to 14 hours, and so on." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th
23 1004, 1029.) Furthermore, "Employers must relieve employees of all duties and relinquish control
24 over how employees spend their time during rest periods. (*Augustus v. ABM Security Services,*
25 *Inc.* (2016) 2 Cal.5th 257, 269.) This obligation includes allowing employees to leave the premises
26 during their rest periods.

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61. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages at their regular rate of pay for each workday they were not provided with all required rest break(s), plus interest thereon.

62. Despite these legal requirements, Defendants failed to authorize Plaintiff and the Class to take rest breaks, regardless of whether employees worked more than four hours in a workday. By their failure to permit and authorize Plaintiff and the Class to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Labor Code § 226.7 and the applicable Wage Orders.

63. Under California law, Plaintiff and the Class are entitled to be paid one hour of premium wages rate for each workday they were not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Employees for Expenditures)

64. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

65. Plaintiff and the Class were required to incur substantial necessary expenditures and losses in direct consequence of the discharge of their duties or of their obedience to directions of Defendants.

66. Defendants violated Labor Code § 2802, by failing to pay and indemnify Plaintiff and the Class for necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants, including, but not limited to, the use of Plaintiff's personal cell phone and vehicle, including incurred mileage that was not properly compensated, for work-related communications and purchase of shoes, maintenance equipment, and necessary tools to perform job duties, all without reimbursement.

67. As a result, Plaintiff and the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

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68. Plaintiff and the Class are entitled to reasonable attorney's fees, expenses, and costs of suit pursuant to Labor Code § 2802(c) and interest pursuant to Labor Code § 2802(b).

SIXTH CAUSE OF ACTION

**(Against All Defendants for Failure to Provide and Maintain
Accurate and Compliant Wage Records)**

69. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

70. At all material times set forth herein, Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

71. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements compliant with these Labor Code sections. For example, Plaintiff's paystubs do not list the accurate legal employing entity's address, rest/meal break premiums, and all wages for all hours worked, among other things.

72. As a result of Defendants' violation of Labor Code §§ 226(a), Plaintiff and the Class have suffered injury and damage to their statutorily protected rights.

73. Specifically, Plaintiff and the members of the Class have been injured by Defendants' intentional violations of California §§ 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under Labor Code § 226(a).

74. Calculation of the true wage entitlement for Plaintiff and the Class is difficult and time consuming. As a result of this unlawful burden, Plaintiff and the Class were also injured as a result of having to bring this action to attempt to obtain correct wage information following Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws and regulations.

75. Plaintiff and the Class are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

76. Plaintiff and the Class are also entitled to injunctive relief, as well as an award of attorney's fees and costs to ensure compliance with this section, pursuant to Labor Code § 226(h).

SEVENTH CAUSE OF ACTION

(Against All Defendants for Failure to Provide Paid Sick Leave)

77. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

78. Defendants knowingly and intentionally failed in their affirmative obligation to pay sick leave wages to Plaintiff and the Class in violation of Labor Code section 246 et seq. Paid sick leave earnings constitute wages for purposes of California wage and hour law. (*Murphy v. Kenneth Cole Productions, Inc.* (2007) 40 Cal.4th 1094, 1103 ["Courts have recognized that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, and sick pay"].) California Senate Bill (SB) 616 went into effect on January 1, 2024, and amended California Labor Code §§ 245.5, 246, and 246.5, increasing the minimum required amount of paid sick leave for California employees to 40 hours or five days, whichever is greater, from the previous requirement of 24 hours or three days prior to January 1, 2024.

79. Employers can select any of the following methods by which employees can accrue paid sick leave under Labor Code § 246(b): (1) one hour of paid sick leave for every 30 hours worked; (2) front loading of paid sick leave to give employees an up-front accrual of 40 hours (or five days) of paid sick leave at the start of their employment and each 12 months thereafter; or (3)

1 at a rate other than one hour for every 30 hours worked provided that the accrual is regular and
2 results in at least 24 hours (or three days) of paid sick leave by the 120th day of employment and
3 40 hours (or five days) of paid sick leave by the 200th day of employment.

4 80. Labor code § 246(l) governs how Defendants were required to Calculate paid sick
5 leave:

6 81. [A]n employer shall calculate paid sick leave using any of the following
7 calculations: (1) Paid sick time for non-exempt employees shall be calculated in the same manner
8 as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or
9 not the employee actually works overtime in that workweek. (2) Paid sick time for non-exempt
10 employees shall be calculated by dividing the employee's total wages, no including overtime
11 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of
12 employment. (3) Paid sick time for exempt employees shall be calculated in the same manner as
13 the employer calculates wages for other forms of paid leave time.

14 82. Labor Code § 246(i) requires employers to provide employees with a written notice
15 that sets forth the amount of paid sick leave available, or paid time off leave an employer provides
16 in lieu of sick leave, for use on either the employee's itemized wage statement

17 83. Plaintiff alleges, that Defendants have or had a policy or practice of failing to
18 provide Plaintiff with the amount of paid sick leave required to be provided pursuant to California
19 and local laws (including, without limitation, Labor Code § 246, et seq.)

20 84. Plaintiff is further informed and believes that the sick pay was not provided at the
21 proper regular rate of pay as required under California law due to failure to properly calculate the
22 regular rate. Plaintiff is further informed and believes that Defendants also did not permit its use
23 upon request by Plaintiff as required under Labor Code § 246.5.

24 85. Plaintiff and the Class are entitled to restitution of unpaid sick pay leave,
25 prejudgment interest, and injunctive relief pursuant to California Business & Professions Code §§
26 17200 et seq.

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EIGHTH CAUSE OF ACTION

**(Against All Defendants for Failure to Pay Wages of
Discharged Employees – Waiting Time Penalties)**

86. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

87. At all times herein set forth, Labor Code §§ 201 and 202 provide that, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

88. Within the applicable statute of limitations, the employment of many other members of the Class ended, i.e., was terminated by quitting or discharge, and the employment of other member will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated Class Members, without abatement, all wages required to be paid by Labor Code §§ 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

89. Defendants' failure to pay those Class Members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code §§ 201 and 202.

90. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

91. The Class is entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

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92. Pursuant to Labor Code §§ 218.5, 218.6 and 1194, the Class is also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

NINTH CAUSE OF ACTION

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

93. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above paragraphs.

94. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, and/or meal and rest period premiums that were not timely paid to Plaintiff and Class Members during their employment.

95. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

96. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

97. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

98. During the relevant time period, Defendants willfully failed to pay Plaintiff and Class Members all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

1 99. Defendants' failure to pay Plaintiff and Class Members all wages due violates
2 Labor Code section 204. Plaintiff and Class Members are therefore entitled to recover from
3 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

4 **TENTH CAUSE OF ACTION**

5 **(Against All Defendants for Violations of California**
6 **Business & Professions Code §§ 17200, et seq.)**

7 100. Plaintiff incorporates by reference and realleges, as if fully stated herein, the above
8 paragraphs.

9 101. Defendants, and each of them, are "persons" as defined under California Business
10 & Professions Code § 17201.

11 102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
12 unlawful, and harmful to Plaintiff, other Class Members, and to the general public. Plaintiff seeks
13 to enforce important rights affecting the public interest within the meaning of Code of Civil
14 Procedure § 1021.5.

15 103. Defendants' activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code §§ 17200, et seq.

18 104. A violation of California Business & Professions Code §§ 17200, et seq. may be
19 predicated on the violation of any state or federal law. All of the acts described above in the
20 foregoing causes of action are unlawful and in violation of public policy; and are immoral,
21 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
22 fraudulent business practices in violation of California Business & Professions Code §§ 17200, et
23 seq.

24 105. By and through their unfair, unlawful, and/or fraudulent business practices
25 described herein, the Defendants, have obtained valuable property, money and services from
26 Plaintiff, and all persons similarly situated, and has deprived Plaintiff, and all persons similarly
27 situated, of valuable rights and benefits guaranteed by law, all to their detriment.

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1 106. Plaintiff and the Class Members suffered monetary injury as a direct result of
2 Defendants' wrongful conduct.

3 107. Plaintiff, individually, and on behalf of members of the putative Class, is entitled
4 to, and does, seek such relief as may be necessary to disgorge money and/or property which the
5 Defendants have wrongfully acquired, or of which Plaintiff and the Class have been deprived, by
6 means of the above-described unfair, unlawful and/or fraudulent business practices. Plaintiff and
7 the Class are not obligated to establish individual knowledge of the wrongful practices of
8 Defendants in order to recover restitution.

9 108. Plaintiff, individually, and on behalf of members of the putative class, is further
10 entitled to, and does, seek a declaration that the above-described business practices are unfair,
11 unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them,
12 from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices
13 in the future.

14 109. Plaintiff, individually, and on behalf of members of the putative class, has no plain,
15 speedy, and/or adequate remedy at law to redress the injuries which the Class Members suffered
16 as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a
17 result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff,
18 individually, and on behalf of members of the putative Class, has suffered and will continue to
19 suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to
20 engage in said unfair, unlawful and/or fraudulent business practices.

21 110. Plaintiff also alleges that, if Defendants are not enjoined from the conduct set forth
22 herein above, they will continue to avoid paying the appropriate taxes, insurance, and other
23 withholdings.

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111. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and putative Class Members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Class Members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, et seq.)

112. Plaintiff realleges and incorporates by reference all preceding paragraphs of this Complaint as though fully set forth herein.

113. At all relevant times, Defendants were subject to the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

114. Plaintiff brings this cause of action as an aggrieved employee, individually and as a representative on behalf of the State of California and all other current and former aggrieved employees pursuant to the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

115. Plaintiff exhausted the administrative prerequisites to the commencement of this action as required by Labor Code section 2699.3. On November 25, 2025, Plaintiff submitted written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and provided notice to Defendants identifying the specific provisions of the Labor Code alleged to have been violated, along with the facts and theories supporting those violations. Plaintiff paid the required filing fee. The LWDA assigned this matter Case No. LWDA-CM-1140481-25.

116. The sixty-five (65) day statutory period for LWDA review elapsed on January 29, 2026 without the LWDA providing notice of its intent to investigate. Accordingly, Plaintiff satisfied the administrative exhaustion requirements of Labor Code section 2699.3 and is authorized to pursue civil penalties under PAGA.

117. The statute of limitations applicable to the PAGA claims was tolled during the period of administrative exhaustion pursuant to Labor Code section 2699.3(d).

118. The Labor Code violations alleged in this cause of action are the same violations identified in Plaintiff's LWDA notice and arise from Defendants' uniform policies, practices, and course of conduct applicable to Plaintiff and other aggrieved employees. Plaintiff seeks to recover civil penalties for all such violations experienced by Plaintiff and other aggrieved employees during the PAGA period.

119. Plaintiff has standing to pursue civil penalties for the violations alleged herein because Plaintiff was employed by Defendants during the PAGA period and personally experienced the Labor Code violations identified in the LWDA notice. The alleged violations arose from Defendants' uniform policies and practices and affected Plaintiff and other aggrieved employees in the same or similar manner, and were not the result of isolated or employee-specific circumstances.

120. Based on the conduct described in this Complaint, Defendants violated the California Labor Code, including but not limited to sections 201–204, 210, 226(a), 226.7, 510, 512, 1174, 1194, 1197, 1198, 2699, and 2802. Defendants' violations were willful, knowing, and systematic, and resulted from company-wide policies and practices. Upon information and belief, such violations continued during the PAGA period and, absent judicial intervention, will continue to occur, thereby exposing Defendants to ongoing civil penalties.

121. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff seeks recovery of civil penalties pursuant to Labor Code section 2699(a), including any applicable statutory penalties, and pursuant to Labor Code section 2699(f) for violations for which no specific civil penalty is provided, together with all other relief available under PAGA.

122. Plaintiff seeks recovery of civil penalties on behalf of the State of California and all aggrieved employees, with sixty-five percent (65%) of any civil penalties recovered payable to the LWDA and thirty-five percent (35%) payable to the aggrieved employees, as provided by Labor Code section 2699(m).

123. Plaintiff further seeks reasonable attorneys' fees and costs pursuant to Labor Code

section 2699(k)(1), interest as permitted by law, and such other relief as the Court deems just and proper.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants, jointly and severally, as follows:

CLASS CERTIFICATION

1. That this action be certified as a class action with respect to the first 10 causes of action;
2. That Plaintiff be appointed as the representative of the Class; and,
3. That counsel for Plaintiff be appointed as Class Counsel.

AS TO THE FIRST CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order by willfully failing to pay minimum wages and/or straight time wages to Plaintiff and Class Members;

2. For general unpaid wages and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid compensation from the date such amounts were due, or as otherwise provided by law;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

5. For liquidated damages pursuant to California Labor Code section 1194.2; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SECOND CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to pay all overtime wages due to Plaintiff and Class Members;

2. For general unpaid wages at overtime wage rates and such general and special

1 damages as may be appropriate;

2 3. For pre-judgment interest on any unpaid overtime compensation commencing from
3 the date such amounts were due, or as otherwise provided by law;

4 4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
5 California Labor Code section 1194(a); and

6 5. For such other and further relief as the Court may deem equitable and appropriate.

7 **AS TO THE THIRD CAUSE OF ACTION**

8 1. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
10 willfully failing to provide all meal periods to Plaintiff and Class Members;

11 2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour
12 of pay at each employee's regular rate of pay for each workday that a meal period was not provided;

13 3. For all actual, consequential, and incidental losses and damages, according to proof;

14 4. For premiums pursuant to California Labor Code section 226.7(c);

15 5. For pre-judgment interest on any unpaid meal period premiums from the date such
16 amounts were due, or as otherwise provided by law;

17 6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5,
18 or as otherwise provided by law; and

19 7. For such other and further relief as the Court may deem equitable and appropriate.

20 **AS TO THE FOURTH CAUSE OF ACTION**

21 1. That That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing
23 to authorize and permit Plaintiff and Class Members to take all rest periods;

24 2. That the Court make an award to the Plaintiffs and Class Members of one (1) hour
25 of pay at each employee's regular rate of pay for each workday that a rest period was not authorized
26 and permitted;

27 3. For all actual, consequential, and incidental losses and damages, according to proof;

28 4. For premiums pursuant to California Labor Code section 226.7(c);

5. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

6. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

7. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE FIFTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiffs and Class Members;

2. For unpaid business-related expenses and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

4. For all actual, consequential, and incidental losses and damages, according to proof;

5. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SIXTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass Members, and willfully failed to provide accurate itemized wage statements thereto;

2. For all actual, consequential, and incidental losses and damages, according to proof;

3. For injunctive relief pursuant to California Labor Code section 226(h);

4. For statutory penalties pursuant to California Labor Code section 226(e);

5. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1);
and

6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE SEVENTH CAUSE OF ACTION

1. That the Court declare, adjudge, and decree that Defendants violated Labor Code §§ 246 and 246.5 by willfully failing to provide paid sick leave;
2. For every paid sick leave day/hour unlawfully withheld; and
3. For statutory penalties pursuant to Labor Code § 247 and 248.5.

AS TO THE EIGHTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiffs and other terminated Class Members;
2. For all actual, consequential and incidental losses and damages, according to proof;
3. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;
4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;
5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and
6. For such other and further relief as the Court may deem equitable and appropriate.

AS TO THE NINTH CAUSE OF ACTION

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and Class Members overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their employment;
2. For all actual, consequential and incidental losses and damages, according to proof;
3. For statutory penalties according to proof pursuant to California Labor Code section 210;
4. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

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1 5. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as
2 otherwise provided by law; and

3 6. For such other and further relief as the Court may deem equitable and appropriate.

4 **AS TO THE TENTH CAUSE OF ACTION**

5 1. That the Court declare, adjudge, and decree that Defendants violated California
6 Business & Professions Code §§ 17200, et seq. by failing to provide Plaintiff and Class Members
7 all overtime wages due to them, failing to provide Plaintiff and Class Members all minimum wages
8 due to them, failing to provide Plaintiff and Class Members all meal periods, failing to authorize
9 and permit Plaintiff and Class Members to take all rest periods, failing to provide Plaintiff and
10 Class Members accurate and complete wage statements, failing to maintain accurate payroll
11 records for Plaintiff and Class Members, failing to timely pay Plaintiff and Class Members all
12 earned wages during employment, and failing to reimburse Plaintiff and Class Members for
13 business-related expenses, constitutes an unlawful business practice in violation of California
14 Business and Professions Code sections 17200, et seq.;

15 2. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
16 interest from the day such amounts were due and payable;

17 3. For the appointment of a receiver to receive, manage and distribute all funds
18 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
19 result of violations of California Business & Professions Code §§ 17200 et seq.; and

20 4. For injunctive relief to ensure compliance with this section, pursuant to California
21 Business & Professions Code §§ 17200, et seq.

22 **THE ELEVENTH CAUSE OF ACTION**

23 WHEREFORE, Plaintiff, on behalf of the State of California and all aggrieved
24 employees, prays for judgment against Defendants as follows:

25 1. For civil penalties pursuant to Labor Code section 2699(a), including any
26 applicable statutory civil penalties for violations of the California Labor Code identified in the
27 LWDA notice;

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2. For default civil penalties pursuant to Labor Code section 2699(f) for violations of the Labor Code for which no specific civil penalty is provided;

3. For distribution of any civil penalties recovered as follows: sixty-five percent (65%) to the California Labor and Workforce Development Agency and thirty-five percent (35%) to the aggrieved employees, pursuant to Labor Code section 2699(m);

4. For reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1);

5. For interest as permitted by law;

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

AS TO ALL CAUSES OF ACTION

1. For a trial by jury as to all causes of action triable by jury; and

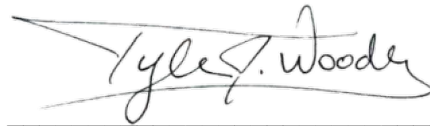
2. For such other and further relief as the Court may deem equitable and appropriate.

Dated: February 25, 2026

Respectfully submitted,

WILSHIRE LAW FIRM

By: _____



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