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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

TOMAS ROJAS LOPEZ, individually, and on
 behalf of all others similarly situated, and as an
 aggrieved employee and Private Attorney
 General,

Plaintiff,

v.

ELECTRO-TECH MACHINING, INC., a New
 York corporation; and DOES 1 through 50,
 inclusive,

Defendants.

Case No.: 25STCV34388

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

1. Failure to Pay Minimum and Straight Time Wages (Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1);
2. Failure to Pay Overtime Wages (Cal. Lab. Code §§ 1194 and 1198);
3. Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512);
4. Failure to Authorize and Permit Rest Periods (Cal. Lab. Code §§ 226.7);
5. Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-203);
6. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
7. Failure to Indemnify Employees for Expenditures (Cal. Lab. Code § 2802);
8. Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*);
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, *et seq.*]

DEMAND FOR JURY TRIAL

Plaintiff Tomas Rojas Lopez (“Plaintiff”), on information and belief, alleges as follows:

INTRODUCTION & PRELIMINARY STATEMENT

1. Plaintiff brings this action against Defendants Electro-Tech Machining, Inc., and DOES 1 through 50 (hereinafter collectively referred to as “Defendants”) for California Labor Code violations and unfair business practices stemming from Defendants’ failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay final wages, failure to furnish accurate wage statements, and failure to indemnify employees for expenditures.

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

3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendant against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants 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 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 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 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) Willfully failed to pay 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;
- (e) Failed to provide employees with accurate, itemized wage statements containing all the information required by the California Labor Code and IWC Wage Orders;
- (f) Failed to employees for expenditures incurred in direct discharge of duties of employment; and
- (g) Failed to timely produce requested employment records employees as required by the California Labor Code and IWC Wage Order.

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

1 paragraphs as the employers of Plaintiff, Aggrieved Employees and the Class. Further, Defendants
2 are responsible for each of the unlawful acts or omissions complained of herein under the doctrine
3 of “respondeat superior.”

4 **JURISDICTION AND VENUE**

5 8. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
6 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
7 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

8 9. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure §§ 393(a),
9 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
10 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
11 transacts business, and/or has an agent therein.

12 **THE PARTIES**

13 **A. Plaintiff**

14 10. Plaintiff Tomas Rojas Lopez is a resident of Lakewood, California who worked for
15 Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from
16 approximately January 2018 to approximately October 2025.

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

20 **B. Defendants**

21 12. Plaintiff is informed and believes, and based upon that information and belief
22 alleges, that Defendant Electro-Tech Machining, Inc. is, and at all times herein mentioned, was:

- 23 (a) A business entity conducting business in numerous counties throughout the
24 State of California, including Los Angeles County; and,
25 (b) The former employer of Plaintiff, Aggrieved Employees and the current
26 and/or former employer of the putative Class because Defendant Electro-
27 Tech Machining, Inc. suffered and permitted Plaintiff, Aggrieved
28 Employees and the Class to work; and/or exercised control over their wages,

hours, or working conditions; and/or engaged Plaintiff, Aggrieved Employees and the Class, thereby creating a common law employment relationship.

13. Plaintiff does not know the true names or capacities of the persons or entities sued herein as Does 1-50, inclusive, and therefore sues said Defendants by such fictitious names. Each of the Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiff, Aggrieved Employees and the Class as alleged herein. Plaintiff will amend this complaint to set forth the true names and capacities of these Defendants when they have been ascertained, together with appropriate charging allegations, as may be necessary.

14. At all times mentioned herein, the Defendants named as Does 1-50, inclusive, and each of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured Plaintiff and a significant number of the Class in the State of California.

15. Plaintiff is informed and believes and thereon alleges that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff, Aggrieved Employees and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some 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.

CLASS ACTION ALLEGATIONS

16. Plaintiff brings certain claims individually, as well as on behalf of each and all other persons similarly situated, and thus, seek class certification under California Code of Civil

1 Procedure § 382.

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

4 18. The proposed Class consists of and is defined as:

5 All persons who worked for any Defendant in California as an hourly-paid or
6 non-exempt employee at any time during the period beginning four years before
7 the filing of the initial complaint in this action and ending when notice to the
Class is sent.

8 19. At all material times, Plaintiff was a member of the proposed Class.

9 20. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
10 to amend or modify the class definitions with greater specificity by further division into sub-classes
11 and/or by limitation to particular issues.

12 21. Plaintiff undertakes this concerted activity to improve the wages and working
13 conditions of all Class Members.

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

16 (a) **Numerosity:** The members of the Class (and each subclass, if any) are so
17 numerous that joinder of all members would be unfeasible and impractical.
18 The membership of the entire Class is unknown to Plaintiff at this time;
19 however, the Class is estimated to be greater than forty (40) individuals and
20 the identity of such membership is readily ascertainable by inspection of
21 Defendants' records.

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

26 (c) **Adequacy:** Plaintiff is qualified to, and will, fairly and adequately protect
27 the interests of each Class Member with whom there is a shared, well-
28 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,
- 4) The difficulties likely to be encountered in the management of a class action.

(e) Public Policy Considerations: The public policy of the State of California is to resolve the California 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.

23. There are common questions of law and fact as to the Class (and each subclass, if any) that predominate over questions affecting only individual members, including without

limitation, whether, as alleged herein, Defendants have:

- (a) Failed to pay Class Members for all hours worked, including minimum, straight time, and overtime wages;
- (b) Failed to provide meal periods and pay meal period premium wages to Class Members;
- (c) Failed to authorize and permit rest periods and pay rest period premium wages to Class Members;
- (d) Failed to provide Class Members with timely final wages;
- (e) Failed to provide Class Members with accurate wage statements;
- (f) Failed to indemnify Class Members for expenditures; ; and
- (g) Violated California Business & Professions Code §§ 17200 *et. seq.* as a result of their illegal conduct as described above.

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

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual Class Members;
- (b) A class action is superior to any other available method for the fair and efficient adjudication of the claims of the Class Members;
- (c) The members of the Class are so numerous that it is impractical to bring all members of the class before the Court;
- (d) Plaintiff, and the other members of the Class, will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendants are responsible in an amount sufficient to adequately compensate the members of the Class for the injuries sustained;

(f) Without class certification, the prosecution of separate actions by individual members of the Class would create a risk of:

- 1) Inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants; and/or,
- 2) Adjudications with respect to the individual members which would, as a practical matter, be dispositive of the interests of other members not parties to the adjudications, or would substantially impair or impede their ability to protect their interests, including but not limited to the potential for exhausting the funds available from those parties who are, or may be, responsible Defendants; and,

(g) Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief appropriate with respect to the class as a whole.

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

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

26. Plaintiff Tomas Rojas Lopez worked for Defendants in Los Angeles County, California as an hourly-paid, non-exempt employee from approximately January 2018 to approximately October 2025. During Plaintiff's employment for Defendants, Defendants paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendants repeatedly and frequently scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff also worked more than eight hours in a workday and more than

forty (40) hours in a workweek.

27. Throughout Plaintiff's employment, Defendants, at times, failed to pay Plaintiff for all hours worked (including minimum, straight time, and overtime wages), failed to provide Plaintiff with legally compliant meal periods, failed to authorize and permit Plaintiff to take rest periods, failed to timely pay all final wages to Plaintiff when Defendants terminated Plaintiff's employment, failed to furnish accurate wage statements to Plaintiff, failed to indemnify Plaintiff for expenditures, and failed to produce requested employment records.

28. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff, Putative Class Members and Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendants would, at times, manufacture time keeping records to falsely show that Plaintiff, Putative Class Members and Aggrieved Employees took meal periods when in fact they worked "off-the-clock," uncompensated. The effect is that Plaintiff, Putative Class Members and Aggrieved Employees worked through meal periods "off-the-clock," and continued to work after they had clocked out for the workday. Defendants paid Plaintiff, Putative Class Members and Aggrieved Employees less than all their work time. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendants also failed to maintain accurate records of the hours Plaintiff, Putative Class Members and Aggrieved Employees worked.

29. Throughout the statutory period, Defendants wrongfully failed to provide Plaintiff, Putative Class Members and Aggrieved Employees with legally compliant meal periods. Defendants required Plaintiff, Putative Class Members and Aggrieved 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, or without compensating Plaintiff, Putative Class Members and Aggrieved Employees for all missed meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendants continued to assert control over Plaintiff, Putative Class Members and Aggrieved 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, or by denying Plaintiff, Putative Class Members and Aggrieved

1 Employees permission to take a meal period. Defendants also failed, at times, to permit Plaintiff,
2 Putative Class Members and Aggrieved Employees to take a second meal period when they worked
3 at least ten hours of work in a workday. As described above, Defendants would manufacture time
4 keeping records to falsely show that Plaintiff, Putative Class Members and Aggrieved Employees
5 took meal periods by the fifth hour of work or took meal periods when in fact they worked “off-
6 the-clock”, uncompensated. Accordingly, Defendants failed to provide meal periods to Plaintiff,
7 Putative Class Members and Aggrieved Employees in compliance with California law.

8 30. Throughout the statutory period, Defendants have, at times, wrongfully failed to
9 authorize and permit Plaintiff, Putative Class Members and Aggrieved Employees to take legally
10 compliant rest periods. Defendants required Plaintiff , Putative Class Members and Aggrieved
11 Employees to work in excess of four consecutive hours a day without Defendants authorizing and
12 permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of
13 work (or major fraction of four hours), or without compensating Plaintiff , Putative Class Members
14 and Aggrieved Employees for rest periods that were not authorized or permitted. Instead,
15 Defendants continued to assert control over Plaintiff, Putative Class Members and Aggrieved
16 Employees by requiring, pressuring, or encouraging them to perform work tasks which could not
17 be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff,
18 Putative Class Members and Aggrieved Employees permission to take a rest period. Additionally,
19 Plaintiff, aggrieved and the putative class were required to clock out anytime they left the premises,
20 therefore, they remained subject to control of Defendants during any rest periods, as clocking out
21 would mean an unpaid rest period. Accordingly, Defendants failed to authorize and permit
22 Plaintiff, Putative Class Members and Aggrieved Employees to take rest periods in compliance
23 with California law.

24 31. Throughout the statutory period, Defendants, at times, willfully failed and refused
25 to timely pay Plaintiff, Putative Class Members and Aggrieved Employees all final wages due at
26 their termination of employment. In addition, Plaintiff’s final paycheck did not include payment
27 for all expenditures, minimum wage, straight time wages, overtime wages, meal period premium
28 wages, and rest period premium wages owed to Plaintiff by Defendants at the conclusion of

1 Plaintiff's employment. On information and belief, Defendants' failure to timely pay Plaintiff's
2 final wages when Plaintiff's employment terminated was not a single, isolated incident, but was
3 instead consistent with Defendants' practices that applied, at times, to Plaintiff and ,Putative Class
4 Members and Aggrieved Employees.

5 32. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
6 ,Putative Class Members and Aggrieved Employees with accurate, itemized wage statements
7 showing all applicable hourly rates, and all gross and net wages earned (including correct hours
8 worked, correct wages for meal periods that were not provided in accordance with California law,
9 and correct wages for rest periods that were not authorized and permitted to take in accordance
10 with California law). As a result of these violations of California Labor Code § 226(a), the Plaintiff
11 and, Putative Class Members and Aggrieved Employees suffered injury because, among other
12 things:

- 13 (a) the violations led them to believe that they were not entitled to be paid
14 minimum wage, straight time wages, overtime wages, meal period premium
15 wages, and rest period premium wages, even though some, but not
16 necessarily all, of them were entitled.
- 17 (b) the violations led them to believe that they had been paid the minimum wage,
18 straight time wages, overtime wages, meal period premium wages, and rest
19 period premium wages, even though some, but not necessarily all of them
20 had not been;
- 21 (c) the violations led them to believe they were not entitled to be paid minimum
22 wage, straight time wages, overtime wages, meal period premium wages,
23 and rest period premium wages at the correct California rate even though
24 some, but not necessarily all of them were entitled;
- 25 (d) the violations led them to believe they had been paid minimum wage,
26 straight time wages, overtime wages, meal period premium wages, and rest
27 period premium wages at the correct California rate even though some, but
28 not necessarily all of them had not been;

- (e) the violations hindered them from determining the amounts of minimum wage, straight time wages, overtime wages, meal period premium wages, and rest period premium wages owed to some, but not necessarily all of 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 some, but not necessarily all of 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 some, but not necessarily all of them, the violations caused some, but not necessarily all of them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits;
- (h) the wage statements inaccurately understated the wages, hours, and wage rates to which Plaintiff and some, but not necessarily all of the Class were entitled, and Plaintiff and some, but not necessarily all of the Class were paid less than the wages and wage rates to which some, but not necessarily all of them were entitled.

Thus, Plaintiff and the Class are owed the amounts provided for in California Labor Code § 226(e).

33. Throughout the statutory period, Defendants have wrongfully required Plaintiff and the Class to pay expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff, Aggrieved employees and putative Class members paid out-of-pocket for necessary employment-related expenses. This included the use of personal cellphones to receive phone calls text messages and instructions from supervisors as well as having to [purchase required uniform and steel-toed boots.

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FIRST CAUSE OF ACTION

FAILURE TO PAY MINIMUM AND STRAIGHT TIME WAGES

(Cal. Lab. Code §§ 204, 1194, 1194.2, 1197, and 1197.1)

(Against All Defendants)

34. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

35. “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.

36. At all relevant times herein mentioned, Defendants, at times, knowingly failed to pay to Plaintiff, putative Class Members and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation for each hour worked as alleged above, Defendants willfully violated the provisions of California Labor Code § 1194, and any additional applicable Wage Orders, which require such compensation to non-exempt employees.

37. Accordingly, Plaintiff, Putative Class Members and Aggrieved Employees are entitled to recover minimum and straight time wages for all non-overtime hours worked for Defendants.

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

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

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

1 41. Pursuant to California Labor Code § 1194.2, Plaintiff, Putative Class Members and
2 Aggrieved Employees are entitled to recover liquidated damages (double damages) for
3 Defendants' failure to pay minimum wages.

4 42. California Labor Code § 204 requires employers to provide employees with all
5 wages due and payable twice a month. Throughout the statute of limitations period applicable to
6 this cause of action, Plaintiff, Aggrieved Employees and the Class were entitled to be paid twice a
7 month at rates required by law, including minimum and straight time wages. However, Defendants
8 failed and refused to pay Plaintiff, Putative Class Members and Aggrieved Employees all such
9 wages due and failed to pay those wages twice a month.

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

13 **SECOND CAUSE OF ACTION**
14 **FAILURE TO PAY OVERTIME WAGES**
15 **(Cal. Lab. Code §§ 1194 and 1198)**
16 **(Against All Defendants)**

17 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
18 1 through 33 in this Complaint.

19 45. California Labor Code § 510 provides that employees in California shall not be
20 employed more than eight hours in any workday or forty (40) hours in a workweek unless they
21 receive additional compensation beyond their regular wages in amounts specified by law.

22 46. California Labor Code §§ 1194 and 1198 provide that employees in California shall
23 not be employed more than eight hours in any workday unless they receive additional
24 compensation beyond their regular wages in amounts specified by law. Additionally, California
25 Labor Code § 1198 states that the employment of an employee for longer hours than those fixed
26 by the IWC is unlawful.

27 47. At all times relevant hereto, Plaintiff, Putative Class Members and Aggrieved
28 Employees have, at times, worked more than eight hours in a workday and/or more than forty (40)

1 hours in a workweek, as employees of Defendants.

2 48. At all times relevant hereto, Defendants failed to pay Plaintiff, Putative Class
3 Members and Aggrieved Employees overtime compensation for the hours they have worked in
4 excess of the maximum hours permissible by law as required by California Labor Code §§ 510 and
5 1198.

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

11 50. 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, Putative Class Members and Aggrieved Employees.

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

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

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THIRD CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Cal. Lab. Code §§ 226.7, 512)
(Against All Defendants)

53. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

54. Under California law, Defendants have an affirmative obligation to relieve the Plaintiff, Aggrieved Employees and the Class of all duty in order to take their first daily meal periods no later than at the end of Plaintiff, Aggrieved Employees and the Class' fifth hour of work in a workday, and to take their second meal periods no later than at the end of the tenth hour of work in the workday. California Labor Code § 512, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least thirty (30) minutes for each five-hour period worked. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any meal period mandated under any Wage Order.

55. Despite these legal requirements, Defendants, at times, failed to provide Plaintiff, Aggrieved employees and putative Class members with both meal periods as required by California law. By their failure to permit and authorize Plaintiff, Aggrieved employees and putative Class members to take all meal periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

56. Under California law, Plaintiff, Putative Class Members and Aggrieved Employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s), plus interest thereon.

FOURTH CAUSE OF ACTION
FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
(Lab. Code § 226.7)
(Against All Defendants)

57. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs

1 through 33 in this Complaint.

58. Defendants are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). California Labor Code § 512, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of ten minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of California Labor Code § 226.7 for an employer to require any employee to work during any rest period mandated under any Wage Order.

59. Despite these legal requirements, Defendants at times failed to authorize Plaintiff, Putative Class Members and Aggrieved Employees 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 some of, but not necessarily all of the Class to take rest periods as alleged above (or due to the fact that Defendants, at times, made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of California Labor Code § 226.7 and the applicable Wage Orders.

60. Under California law, Plaintiff, Putative Class Members and Aggrieved Employees 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

FAILURE TO TIMELY PAY FINAL WAGES AT TERMINATION

(Cal. Lab. Code §§ 201-203)

(Against All Defendants)

61. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

62. At all times herein set forth, California 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

1 her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless
2 the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in
3 which case the employee is entitled to his or her wages at the time of quitting.

4 63. Within the applicable statute of limitations, the employment of many other members
5 of the Class ended, i.e., was terminated by quitting or discharge, and the employment of others will
6 be. However, during the relevant time period, Defendants, at times, failed, and continue to fail, to
7 pay some of, but not necessarily all of, the terminated Class Members, without abatement, all
8 wages required to be paid by California Labor Code §§ 201 and 202 either at the time of discharge,
9 or within seventy-two (72) hours of their leaving Defendants' employ. Plaintiff does not allege that
10 all of the Class Members were so harmed.

11 64. Defendants' failure to pay, Putative Class Members and Aggrieved Employees
12 members who are no longer employed by Defendants their wages earned and unpaid at the time of
13 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of
14 California Labor Code §§ 201 and 202.

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

19 66. Pursuant to California Labor Code § 203, some of the Class is entitled to recover
20 from Defendants their additionally accruing wages for each day they were not paid, at their regular
21 hourly rate of pay, up to thirty (30) days maximum.

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

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SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Cal. Lab. Code § 226)

(Against All Defendants)

68. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

69. At all material times set forth herein, California 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.

70. Defendants have, at times, intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify the gross wages earned by Plaintiff and the putative Class, the failure to list the true “total hours worked by the employee,” and the failure to list the true net wages earned. Plaintiff does not allege that all of the Class Members were so harmed.

71. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff, Putative Class Members and Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

72. Specifically, Plaintiff, Putative Class Members and Aggrieved Employees have been injured by Defendants’ intentional violation of California Labor Code § 226(a) because Plaintiff, Putative Class Members and Aggrieved Employees were denied both their legal right to

1 receive, and their protected interest in receiving, accurate, itemized wage statements under
2 California Labor Code § 226(a).

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

8 74. Plaintiff, Putative Class Members and Aggrieved Employees are entitled to recover
9 from Defendants the greater of their actual damages caused by Defendants' failure to comply with
10 California Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars
11 (\$4,000) per employee.

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

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY EMPLOYEES FOR EXPENDITURES**

17 **(Cal. Lab. Code § 2802)**

18 **(Against All Defendants)**

19 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs
20 1 through 33 in this Complaint.

21 77. As set forth above, Plaintiff, Putative Class Members and Aggrieved Employees
22 were required to incur substantial necessary expenditures and losses in direct consequence of the
23 discharge of their duties or of their obedience to directions of Defendants.

24 78. Defendants violated California Labor Code § 2802, by failing to pay and indemnify
25 Plaintiff, Putative Class Members and Aggrieved Employees for necessary expenditures and losses
26 incurred in direct consequence of the discharge of their duties or of their obedience to directions
27 of Defendants.

28 79. As a result, Plaintiff, Putative Class Members and Aggrieved Employees were

1 damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants
2 from their wages.

3 80. Plaintiff, Aggrieved Employees and the Class are entitled to reasonable attorney's
4 fees, expenses, and costs of suit pursuant to California Labor Code § 2802(c) and interest pursuant
5 to California Labor Code § 2802(b).

6 **EIGHTH CAUSE OF ACTION**

7 **UNFAIR BUSINESS PRACTICES**

8 **(Cal. Bus. & Prof. Code §§ 17200, et seq.)**

9 **(Against All Defendants)**

10 81. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1
11 through 33 in this Complaint.

12 82. Defendants, and each of them, are "persons" as defined under California Business
13 & Professions Code § 17201.

14 83. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
15 unlawful, and harmful to Plaintiff, other Class members, and to the general public. Plaintiff seeks
16 to enforce important rights affecting the public interest within the meaning of Code of Civil
17 Procedure § 1021.5.

18 84. Defendants' activities, as alleged herein, are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business & Professions
20 Code §§ 17200, *et seq.*

21 85. A violation of California Business & Professions Code §§ 17200, *et seq.* may be
22 predicated on the violation of any state or federal law. All of the acts described herein as violations
23 of, among other things, the California Labor Code, are unlawful and in violation of public policy;
24 and in addition are immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby
25 constitute unfair, unlawful and/or fraudulent business practices in violation of California Business
26 & Professions Code §§ 17200, *et seq.*

27 **Failure to Pay Minimum and Straight Time Wages**

28 86. Defendants' failure to pay minimum and straight time wages, and other benefits in

violation of the California Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Pay Overtime Wages

87. Defendants' failure to pay overtime compensation and other benefits in violation of California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Provide Meal Periods

88. Defendants' failure to provide meal periods in accordance with California Labor Code §§ 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

Failure to Authorize and Permit Rest Periods

89. Defendants' failure to authorize and permit rest periods in accordance with California Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity prohibited by Business and Professions Code §§ 17200, *et seq.*

Failure to Indemnify Business Expenses

90. Defendants' failure to reimburse expenses incurred in accordance with California Labor Code § 2802, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code §§ 17200, *et seq.*

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

92. Plaintiff, Aggrieved Employees and the Class Members suffered monetary injury as a direct result of Defendants' wrongful conduct.

93. Plaintiff, individually, and on behalf of members of the putative Class, is entitled to, and does, seek such relief as may be necessary to disgorge money and/or property which the Defendants have wrongfully acquired, or of which Plaintiff, Aggrieved Employees and the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business

practices. Plaintiff, Aggrieved Employees and the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

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

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

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

97. 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.

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NINTH CAUSE OF ACTION

Violation of the Private Attorneys General Act of 2004

(By Plaintiff, Aggrieved Employees, and the State of California)

(Against All Defendants)

98. Plaintiff incorporates by reference and re-alleges as if fully stated herein paragraphs 1 through 33 in this Complaint.

99. Plaintiff brings this action under the Private Attorneys General Act of 2004, Labor Code sections 2698, et seq., ("PAGA"), as a representative action on behalf of the State of California and all Aggrieved Employees, regarding violations of the California Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include: All current and former non-exempt employees employed by Defendant in California at any time from one year plus 65 days from filing of the initial Complaint through the present ("PAGA Period")

100. Plaintiff is an "aggrieved employee," as that term is defined under Labor Code section 2699(c), as he was employed by Defendant during the applicable statutory limitations period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself, the State of California, and all other Aggrieved Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs. Plaintiff has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as they were jointly employed by Defendant and are thereby affected by one or more of the alleged violations. See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by the employer - regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS

101. On November 25, 2025, Plaintiff, through counsel, gave written notice by online filing with the California Labor and Workforce Development Agency ("LWDA") informing it that Defendant failed to comply with California's labor laws with regard to the allegations alleged

1 in this Complaint ("PAGA Notice"). The LWDA assigned Plaintiff the following case number:
2 LWDA-CM-1140380-25. The PAGA Notice was sent to DEFENDANT via certified mail.

3 102. The PAGA Notice and Amended PAGA Notice outlined Plaintiff 's claims for
4 violations of the California Labor Code and the applicable wage orders on behalf of herself, the
5 State of California and other Aggrieved Employees.

6 103. The LWDA did not provide notice of its intention to investigate Defendant's
7 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of
8 the alleged violations were curable, Defendant failed to cure within the time allotted by PAGA.
9 Plaintiff has exhausted the administrative remedies as required by Labor Code section 2699.3.
10 Consequently, Plaintiff's right to file the instant lawsuit has duly accrued.

11 **A. Failure to Pay for All Hours Worked, Including Minimum, Straight Time,**
12 **and Overtime Wages**

13 104. Under California law, an employer must pay for all hours worked by an employee.
14 "Hours worked" is the time during which an employee is subject to the control of an employer and
15 includes all the time the employee is suffered or permitted to work, whether or not required to do
16 so.

17 105. Labor Code § 510 provides that employees in California shall not be employed more
18 than eight hours in any workday or forty (40) hours in a workweek unless they receive additional
19 compensation beyond their regular wages in amounts specified by law.

20 106. Labor Code §§ 1194 and 1198 also provide that employees in California shall not
21 be employed more than eight hours in any workday unless they receive additional compensation
22 beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states
23 that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

24 107. Throughout the statutory period, Defendants, at times, failed to pay Plaintiff and
25 certain Aggrieved Employees for all hours worked, including minimum wages, straight time, and
26 overtime wages. Defendants, at times, required Plaintiff and certain Aggrieved Employees to work
27 "off-the-clock," uncompensated, by, for example, requiring Plaintiff and certain Aggrieved
28 Employees to perform work during uncompensated meal periods and/or requiring Plaintiff and

1 certain Aggrieved Employees to perform work after clocking out for the workday. Some of this
2 unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked,
3 Defendants also failed, at times, to maintain accurate records of the hours Plaintiff and Aggrieved
4 Employees worked.

5 **A. Failure to Provide Meal Periods**

6 108. Under California law, employers have an affirmative obligation to relieve
7 employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the
8 end of the fifth hour of work in a workday, and to allow employees to take their second 30-minute
9 meal period no later than the end of the tenth hour of work in a workday. Further, employees are
10 entitled to be paid one hour of additional wages for each workday they were not provided with a
11 required meal period(s).

12 109. Despite these legal requirements, Defendants wrongfully failed, at times, to provide
13 Plaintiff and Aggrieved Employees, or some of them, with their legally mandated 30-minute,
14 uninterrupted, and duty-free meal period in a manner required by law. Defendants also continued
15 to assert control over Plaintiff and Aggrieved Employees, or some of them, by, among other things,
16 requiring, pressuring, or encouraging them to perform work tasks which could not be completed
17 without working in lieu of taking mandatory meal periods, or by denying Plaintiff and certain
18 Aggrieved Employees permission to take a meal period under the conditions required by law, and
19 without properly compensating Plaintiff and Aggrieved Employees, or some of them, for meal
20 periods that were not provided as required by law. Defendants also failed, at times, to permit
21 Plaintiff to take a second meal period when Plaintiff worked at least ten hours of work in a
22 workday. Accordingly, Defendants failed, at times, to provide meal periods to Plaintiff and certain
23 Aggrieved Employees in compliance with California law.

24 110. Plaintiff and Aggrieved Employees, or some of them, are thus entitled to be paid
25 one hour of additional wages for each workday he or she was not provided with all required meal
26 period(s). Defendants, however, at times, failed to pay Plaintiff and Aggrieved Employees, or some
27 of them, the additional wages to which they were entitled for meal periods that were not provided.
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1 **B. Failure to Authorize and Permit Rest Breaks**

2 111. Employers are required by California law to authorize and permit breaks of ten
3 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than
4 two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the
5 employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself
6 a violation of California's rest break laws.

7 112. Throughout the statutory period, Defendants have, at times, wrongfully failed to
8 authorize and permit Plaintiff and Aggrieved Employees, or some of them, to take legally
9 compliant rest periods in a manner required by law. Defendants, at times, also required Plaintiff
10 and Aggrieved Employees, or some of them, to work in excess of four consecutive hours a day
11 without Defendants authorizing and permitting them to take a 10-minute, uninterrupted, duty-free
12 rest period for every four hours of work (or major fraction of four hours), and without properly
13 compensating Plaintiff and Aggrieved Employees, or some of them, for rest periods that were not
14 authorized or permitted. Instead, among other things, Defendants continued to assert control over
15 Plaintiff and Aggrieved Employees, or some of them, by requiring, pressuring, or encouraging
16 them to perform work tasks which could not be completed without working in lieu of taking
17 mandatory rest periods, and by denying Plaintiff and Aggrieved Employees, or some of them,
18 permission to take a rest period under the conditions required by law. Accordingly, Defendants
19 failed, at times, to authorize and permit Plaintiff and Aggrieved Employees, or some of them, to
20 take rest periods in compliance with California law.

21 113. Plaintiff and certain Aggrieved Employees are thus entitled to be paid one hour of
22 additional wages for each workday he or she was not authorized and permitted to take all required
23 rest periods. Defendants, however, at times, failed to pay Plaintiff and certain Aggrieved
24 Employees the additional wages to which they were entitled for rest periods and that they were not
25 authorized and permitted to take.

26 **C. Failure to Pay All Earned Wages Twice Per Month**

27 114. Based on Defendants' failure to pay Plaintiff and certain Aggrieved Employees for
28 all wages as discussed above, Defendants also violated Labor Code § 204.

115. Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, Defendants, at times, failed and refused to pay the employees all wages due, and failed, at times, to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages not paid, and Plaintiff and certain Aggrieved Employees suffered damages in those amounts.

D. Failure to Maintain Accurate Records of Hours Worked and Meal Periods

116. Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

117. Defendants, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and certain Aggrieved Employees.

118. Defendants' failure to provide and maintain records required by the California Labor Code and applicable IWC Wage Orders deprived Plaintiff and Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and Aggrieved Employees, or some of them, have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform Defendants' obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing

1 failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and
2 Aggrieved Employees, or some of them, have also suffered an injury in that they were prevented
3 from knowing, understanding, and disputing the wage payments paid to them.

4 **E. Failure to Timely Pay All Wages at Termination**

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

11 120. Within the applicable period, the employment of Plaintiff and many other
12 Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the
13 employment of others will be terminated. However, during the relevant time period, Defendants at
14 times failed, and continue to fail, to pay Plaintiff and certain terminated Aggrieved Employees,
15 without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the
16 time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment.
17 These unpaid wages include wages for unpaid work time (including minimum, straight time, and
18 overtime wages), missed meal period premium wages, and missed rest period premium wages.

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

24 122. Accordingly, Plaintiff and Aggrieved Employees, or some of them, are entitled to
25 recover from Defendants their additionally accruing wages for each day they were not paid, at their
26 regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

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1 **F. Failure to Furnish Accurate Itemized Wage Statements**

2 123. Labor Code § 226(a) provides that every employer shall furnish each of his or her
3 employees an accurate itemized wage statement in writing showing nine pieces of information,
4 including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-
5 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
6 deductions, provided that all deductions made on written orders of the employee may be aggregated
7 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
8 employee is paid, (7) the name of the employee and the last four digits of his or her social security
9 number or an employee identification number other than a social security number, (8) the name
10 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
11 during the pay period and the corresponding number of hours worked at each hourly rate by the
12 employee. An employee is presumed to suffer an injury if this information is missing. (Labor Code
13 § 226(e)(2)(B)(iii).)

14 124. The statute further provides: “An employee suffering injury as a result of a knowing
15 and intentional failure by an employer to comply with subdivision (a) is entitled to recover the
16 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
17 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
18 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award
19 of costs and reasonable attorney’s fees.” (Labor Code § 226(e)(1).)

20 125. Throughout the statutory period, Defendants failed, at times, to furnish Plaintiff and
21 Aggrieved Employees, or some of them, with accurate, itemized wage statements showing all
22 applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct
23 wages for meal periods that were not provided in accordance with California law, and correct
24 wages for rest periods that were not authorized and permitted to take in accordance with California
25 law). Because Defendants violated Labor Code § 226, Plaintiff and similarly Aggrieved
26 Employees, or some of them, suffered injury and damage to their statutorily protected rights.
27 Accordingly, Plaintiff and similarly Aggrieved Employees, or some of them, are entitled to recover
28 damages from Defendants including the greater of their actual damages caused by Defendants’

1 failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand
2 dollars (\$4,000) dollars per employee, or as otherwise permitted by PAGA based upon all bases of
3 liability.

4 **G. Failure to Indemnify for Necessary Expenditures**

5 126. Labor Code § 2802(a) provides that employers shall indemnify their
6 employees for all necessary business expenditures or losses that have been incurred by the
7 employees in direct discharge of his or her duties. Throughout the period applicable to this cause
8 of action, Defendants wrongfully required Plaintiff and certain Aggrieved Employees to pay
9 expenses that they incurred in direct discharge of their duties for Defendants. Plaintiff and similarly
10 Aggrieved Employees, or some of them, paid out-of-pocket for necessary employment-related
11 expenses, [including, without limitation, work attire,]. Plaintiff and similarly Aggrieved
12 Employees, or some of them, incurred substantial expenses as a direct result of performing their
13 job duties for Defendants, but Defendants failed, at times, to indemnify Plaintiff and certain
14 Aggrieved Employees for these employment-related expenses.

15 127. As a result, Defendants are liable to Plaintiff and certain Aggrieved Employees for
16 the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify
17 Plaintiff and Aggrieved Employees for necessary business expenditures.

18 128. Plaintiff incorporates by reference and re-alleges all preceding paragraphs as
19 though fully set forth herein.

20 129. At all times herein mentioned, Defendants were subject to the Labor Code
21 of the State of California and the applicable IWC Orders.

22 130. California Labor Code § 2699(a) specifically provides for a private right of action
23 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
24 law, any provision of this code that provides for a civil penalty to be assessed and collected by
25 the Labor and Workforce Development Agency or any of its departments, divisions,
26 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
27 be recovered through a civil action brought by an aggrieved employee on behalf of herself or
28

1 himself and other current or former employees pursuant to the procedures specified in Section
2 2699.3.”

3 131. Plaintiff gave written notice by online filing pursuant to California Labor Code §
4 2699.3 to the Labor and Workforce Development Agency and by certified mail to Defendants of
5 the specific provisions of the Labor Code that Defendants have violated against Plaintiff and
6 certain current and former Aggrieved Employees, or some of them, including the facts and
7 theories to support the violations. Plaintiff also paid the filing fee. Plaintiff’s PAGA case number
8 is LWDA-CM-1140380-25 (Case Title.). The Labor and Workforce Development Agency has
9 not indicated that it intends to investigate Defendants’ Labor Code violations discussed in the
10 notice. Plaintiff hereby commences a civil action to recover penalties under Labor Code § 2699
11 pursuant to § 2699.3 for the violations of the Labor Code described in this Complaint. These
12 penalties include, but are not limited to, penalties under California Labor Code §§ 210, 226.3,
13 1174.5, 1197.1, and 2699.

14 132. Based on the conduct described in this Complaint, Plaintiff is entitled to an award
15 of civil penalties individually, on behalf of the State of California and certain similarly
16 Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in all, is in
17 an amount to be shown according to proof at trial. These penalties are in addition to all other
18 remedies permitted by law.

19 133. In addition, Plaintiff seeks an award of reasonable attorneys’ fees and costs
20 pursuant to Labor Code § 2699(g)(1), which states, “Any employee who prevails in any action
21 shall be entitled to an award of reasonable attorney’s fees and costs.”

22 **PRAYER FOR RELIEF**

23 WHEREFORE, PLAINTIFFS prays for relief and judgment, on behalf of themselves, the
24 Aggrieved Employees, the Class Members, and the State of California as follows:

25 **Class Certification**

26 1. That this action be certified as a class action with respect to the First, Second, Third,
27 Fourth, Fifth, Sixth, Seventh, and Eighth Causes of Action;

28 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

4. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 204 and 1194 and applicable IWC Wage Orders by willfully failing to pay all minimum and straight time wages due;

5. For unpaid wages as may be appropriate;

6. For pre-judgment interest on any unpaid compensation commencing from the date such amounts were due;

7. For penalties, restitution, and liquidated damages pursuant to California Labor Code § 1197.1;

8. For liquidated damages;

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

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

As to the Second Cause of Action

11. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due;

12. For unpaid wages at overtime wage rates as may be appropriate;

13. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

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

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

As to the Third Cause of Action

16. That the Court declare, adjudge, and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

17. For unpaid meal period premium wages as may be appropriate;

1 18. For pre-judgment interest on any unpaid compensation commencing from the date
2 such amounts were due;

3 19. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
4 and for costs of suit incurred herein; and,

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

6 As to the Fourth Cause of Action

7 21. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

9 22. For unpaid rest period premium wages as may be appropriate;

10 23. For pre-judgment interest on any unpaid compensation commencing from the date
11 such amounts were due;

12 24. For reasonable attorneys' fees under California Code of Civil Procedure § 1021.5,
13 and for costs of suit incurred herein; and,

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

15 As to the Fifth Cause of Action

16 26. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
18 termination of the employment;

19 27. For statutory wage penalties pursuant to California Labor Code § 203 for former
20 employees who have left Defendants' employ;

21 28. For pre-judgment interest on any unpaid wages from the date such amounts were
22 due;

23 29. For reasonable attorneys' fees and for costs of suit incurred herein; and,

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

25 As to the Sixth Cause of Action

26 31. That the Court declare, adjudge, and decree that Defendants violated the record
27 keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders, and
28 willfully failed to provide accurate itemized wage statements thereto;

- 1 32. For all actual damages, according to proof;
- 2 33. For statutory penalties pursuant to California Labor Code § 226(e);
- 3 34. For injunctive relief to ensure compliance with this section, pursuant to California
- 4 Labor Code § 226(h);
- 5 35. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 6 36. For such other and further relief as the Court may deem equitable and appropriate.

7 As to the Seventh Cause of Action

- 8 37. That the Court declare, adjudge, and decree that Defendants violated California
- 9 Labor Code § 2802 by willfully failing to indemnify employees for expenditures;
- 10 38. For unpaid wages or unreimbursed business expenses as may be appropriate;
- 11 39. For pre-judgment interest on any unpaid compensation commencing from the date
- 12 such amounts were due;
- 13 40. For reasonable attorneys' fees and for costs of suit incurred herein; and,
- 14 41. For such other and further relief as the Court may deem equitable and appropriate.

15 As to the Eighth Cause of Action

- 16 42. That the Court declare, adjudge, and decree that Defendants violated California
- 17 Business & Professions Code §§ 17200, *et seq.* by failing to pay for all hours worked (minimum,
- 18 straight time, and overtime wages), failing to provide meal periods, and failing to authorize and
- 19 permit rest periods;
- 20 43. For restitution of unpaid wages to Plaintiff and all Class Members and prejudgment
- 21 interest from the day such amounts were due and payable;
- 22 44. For the appointment of a receiver to receive, manage and distribute any and all funds
- 23 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
- 24 result of violations of California Business & Professions Code §§ 17200 *et seq.*;
- 25 45. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
- 26 California Code of Civil Procedure § 1021.5;
- 27 46. For injunctive relief to ensure compliance with this section, pursuant to California
- 28 Business & Professions Code §§ 17200, *et seq.*; and,

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to pay for all hours worked (minimum, straight time, and overtime wages), failing to provide meal periods, failing to authorize and permit rest periods, failing to pay all earned wages twice per month, failing to maintain accurate records of hours worked and meal periods, failing to timely pay final wages, failing to furnish accurate wage statements, and failing to indemnify for necessary expenditures;

49. An award of civil penalties on behalf of Plaintiff, individually, and on behalf of the State of California, and all similarly Aggrieved Employees pursuant to PAGA;

50. Pre-judgment and post-judgment interest at the maximum rate allowed;

51. Attorneys' fees and costs reasonably incurred; and

52. Injunctive and declaratory relief to the extent allowed by PAGA.

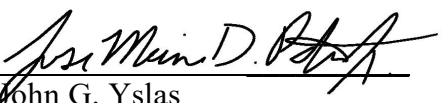
As to all Causes of Action

53. For any additional relief that the Court deems just and proper.

Respectfully submitted,

Dated: February 6, 2026

WILSHIRE LAW FIRM

By: 
John G. Yslas
Jose Maria D. Patino, Jr.
Brian Louis
Roger Ricardez

Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: February 6, 2026

WILSHIRE LAW FIRM

By: 

John G. Yslas
Jose Maria D. Patino, Jr.
Brian Louis
Roger Ricardez

Attorneys for Plaintiff