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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

EDUARDO GARIBAY RAMIREZ, on behalf of himself and all persons similarly situated,

Plaintiff,

v.

JCR SERVICES, LLC, a California limited liability company authorized to do business in the state of California; WHITECROW, INC. dba RXO FREIGHT FORWARDING, a California corporation authorized to do business in the state of California; and DOES 1 through 10 inclusive,

Defendants.

Case No.: 26STCV04690

**CLASS AND REPRESENTATIVE ACTION COMPLAINT**

1. **FAILURE TO PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES;**
2. **FAILURE TO PROVIDE COMPLIANT MEAL PERIODS;**
3. **FAILURE TO PROVIDE COMPLIANT REST PERIODS**
4. **FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS;**
5. **FAILURE TO PROVIDE SUITABLE BREAK FACILITIES;**
6. **FAILURE TO PAY ALL WAGES OWED UPON TERMINATION;**
7. **VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 et seq.; AND**
8. **VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

**JURY TRIAL DEMANDED**

Plaintiff Eduardo Garibay Ramirez on behalf of himself and all other similarly-situated employees of Defendants JCR Services, LLC, a California limited liability company authorized to do business in the state of California, Whitecrow, Inc. dba RXO Freight Forwarding, a California corporation authorized to do business in the state of California; and Does 1 through 10, inclusive, alleges as follows:

**INTRODUCTION**

1. This class and representative action is brought by Plaintiff Eduardo Garibay Ramirez ("Plaintiff") on behalf of himself and all other current and former non-exempt employees of Defendants JCR Services, LLC, Whitecrow, Inc. dba RXO Freight Forwarding, and Does 1 through 10, inclusive, (collectively, "Defendants"), who worked in California during the relevant time period (the "Class").

2. Plaintiff also brings this enforcement action under the Private Attorneys General Act of 2004 (codified in Labor Code section 2698 et seq., "PAGA") on behalf of himself and all other persons who are or have been employed by Defendants as non-exempt employees in California, and who suffered at least one of the Labor Code violations alleged herein during the relevant time period (referred to herein as "Aggrieved Employees").

3. Plaintiff asserts that during the relevant time period, Defendants engaged in a common pattern and practice of wage and hour violations under the California Labor Code and the applicable California Industrial Welfare Commission ("IWC") Wage Order to decrease their employment-related costs and increase their profits by, among other things:

a. Failing to compensate for all hours actually worked, including minimum, regular, and/or overtime wages;

b. Failing to provide legally compliant meal periods;

c. Failing to authorize and permit legally compliant rest periods;

d. Failing to furnish accurate itemized wage statements;

e. Failure to provide suitable break facilities;

f. Failure to pay all wages owed upon termination; and

g. Engaging in unlawful, unfair, and fraudulent business practices.

4. By and through this class and PAGA action, Plaintiff seeks to recover all available remedies, including, but not limited to, unpaid wages, damages, statutory penalties, civil penalties,

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restitution, and injunctive relief, as well as reasonable attorneys' fees and litigation costs, as provided under California law.

5. All allegations in this Complaint are based upon information and belief except those allegations that pertain to Plaintiff, which are based upon his personal knowledge. Each allegation in this Complaint has evidentiary support or is likely to have evidentiary support after a reasonable opportunity for further investigation and formal discovery.

## JURISDICTION AND VENUE

6. This Court has jurisdiction over this action pursuant to Code of Civil Procedure section 410.10. The amount in controversy for Plaintiff and the Class, exclusive of interest, costs, and attorneys' fees, exceeds the minimum jurisdictional limit of this Court. Pursuant to Code of Civil Procedure section 382 and Business and Professions Code section 17203, Plaintiff brings this action on behalf of himself and all other similarly situated employees.

7. This Court has personal jurisdiction over Defendant JCR Services, LLC because it is a California limited liability company, and is headquartered in and conducts substantial business in the state of California. This Court has personal jurisdiction over Defendant Whitecrow, Inc. dba RXO Freight Forwarding because it is a California corporation, and is headquartered in and conducts substantial business in the state of California. Defendants have caused injuries in the County of Los Angeles, and throughout the state of California, through their acts, omissions, and violations of the Labor Code and Business and Professions Code.

8. Venue is proper in this judicial district pursuant to Code of Civil Procedure sections 395(a) and 395.5 because Defendants' principal places of business are located in this County, Plaintiff worked for Defendants in this County, and many of the actions, conduct, and events alleged herein occurred within this County. Defendants transact substantial business in this County and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiff and the Class within the County of Los Angeles and throughout the state of California.

9. Pursuant to rule 3.400 of the California Rules of Court, this case shall be deemed a complex action because it is filed as a class action that involves specialized case management, extensive discovery and evidence, difficult and/or novel issues, and is likely to require extensive post-judgment supervision.

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## THE PARTIES

10. Plaintiff at all material times mentioned herein:

a. Was and is a resident of Los Angeles County in the state of California.

b. Was employed by Defendants as a forklift driver at Defendant Whitecrow, Inc.'s warehouses in Compton and Rancho Dominguez.

c. Was classified by Defendants as a non-exempt employee for purposes of the Labor Code and applicable IWC Wage Order.

d. Earned an hourly wage of $20.00 per hour.

e. Was paid on a weekly basis.

f. Was typically scheduled to work in excess of 40 hours per week.

g. Was not compensated for all hours worked including minimum, regular and overtime wages.

h. Was not provided the opportunity to take legally compliant meal and rest periods.

i. Was not furnished with accurate itemized wage statements that reflected all hours worked and all wages earned.

j. Was required to work between the hours of 10:00 p.m. and 6:00 a.m., but was not provided adequate facilities for heating and consuming food.

k. Was subject to Defendants' unlawful, unfair, and fraudulent business practices.

l. Is a member of the class defined herein.

m. Is an "aggrieved employee" as defined by Labor Code section 2699(c).

n. Has complied with all requirements outlined in Labor Code section 2698 et seq.

11. Defendant JCR Services, LLC ("JCR Services") is, and at all times relevant was, a California limited liability company with its principal place of business located at 4295 E. Jurupa Street, Suite 108, Ontario, California 91761. JCR Services is a labor contractor that provides warehouse workers to third-party fulfillment and distribution companies throughout California, including within Los Angeles County.

12. Plaintiff is informed and believes, and thereon alleges, that Defendant Whitecrow, Inc., is a third-party logistics company, that conducts business throughout California, including within Los

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Angeles County. In addition to having its own employees, Defendant Whitecrow, Inc. contracts with labor contractors, including Defendant JCR Services, LLC, for warehouse workers. As such, Plaintiff contends that Defendant Whitecrow, Inc., is a client employer, as defined under Labor Code section 2810.3.

13. Plaintiff is informed and believes, and thereon alleges, that Defendants, at all times relevant to this complaint, were and are employers subject to the Labor Code and applicable IWC Wage Order, as defined therein, whose employees were and are engaged throughout this county.

14. The true names and capacities, whether individual, corporate, subsidiary, partnership, associate, or otherwise of Doe Defendants 1 through 10, are unknown to Plaintiff, who therefore sues these defendants by such fictitious names pursuant to Code of Civil Procedure section 474. Plaintiff will amend his complaint to allege the true names and capacities of Does 1 through 10 when they are ascertained.

15. At all times relevant to this complaint, acts alleged to have been done by Defendants are also alleged to have been done by the unascertained defendants mentioned above, and by each of their agents and employees who acted within the scope of their agency and/or employment.

16. At all times relevant to this complaint, the acts and omissions of each of the defendants concurrently contributed to the various acts and omissions of each and every one of the other defendants in proximately causing the wrongful conduct, harm, and damages alleged herein. Each of the defendants approved of, condoned, and/or otherwise ratified the acts or omissions complained of herein.

## FACTUAL ALLEGATIONS

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

18. Plaintiff was employed by Defendants as a forklift driver from September 22, 2025, until October 7, 2025. During his employment, Plaintiff performed work for Defendants at warehouses in Los Angeles County. Plaintiff's job duties included, but were not limited to, loading and unloading cargo from shipping containers.

19. At all relevant times, Plaintiff was classified by Defendants as a non-exempt employee, earned an hourly wage of approximately $20.00 per hour, and was paid on a weekly basis. Plaintiff was typically scheduled to work shifts of 10 to 12 hours per day, five days per week.

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20. During the course of his employment, Plaintiff contends that he and other non-exempt employees were not paid for all of the hours they worked, including time they spent waiting in line to clock in for their shifts.

21. During the relevant time period, Defendants did not provide non-exempt employees with legally compliant meal periods. Plaintiff contends that he and other non-exempt employees were consistently provided meal periods that started after the sixth hour of work. For example, if Plaintiff started his shift at 6:30 a.m., he would not receive his meal period until 1:00 p.m.

22. In addition to receiving late meal periods, Plaintiff and other non-exempt employees were not provided a second meal period when their shifts exceeded 10 hours. For example, on October 1, 2025, Plaintiff worked from 8:00 a.m. to 8:30 p.m., but was not provided, or even offered, a second off-duty meal period.

23. Defendants knew or should have known that Plaintiff and other non-exempt employees were not provided with the opportunity to take legally compliant meal periods because Defendants created and enforced the policies that deprived them of such breaks. Despite this, Defendants failed to pay Plaintiff and other non-exempt employees one additional hour of pay at their regular rate of compensation for each workday that a non-compliant meal period was provided.

24. Plaintiff contends that Defendants failed to authorize and permit him and other non-exempt employees to take uninterrupted, off-duty rest periods of at least 10 minutes for every four hours worked or major fraction thereof. Instead, employees were provided a single 15 minute rest break regardless of how long their shifts were.

25. Although Defendants failed to authorize and permit compliant rest periods, Defendants never paid Plaintiff and other non-exempt employees an additional hour of pay at their regular rate of compensation for each non-compliant rest period, as required by California law.

26. Defendants had, and continue to have, a policy and practice of furnishing wage statements to Plaintiff and other non-exempt employees that do not accurately reflect all information required by Labor Code section 226(a).

27. The wage statements provided by Defendants were inaccurate because they failed to show all hours worked and all premium wages owed for non-compliant meal and rest periods. As a result,

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Plaintiff and other non-exempt employees were unable to promptly and easily determine their total hours worked and gross and net wages earned.

28. Plaintiff contends that Defendants violated IWC Wage Order No. 9-2001 by failing to provide adequate break facilities, including a sink, a microwave, or even chairs. As a result, Plaintiff and other non-exempt employees were forced to sit in their cars during their meal and rest breaks.

29. Plaintiff's employment was terminated on October 7, 2025, when Defendant Whitecrow, Inc. replaced Defendant JCR Services, LLC with another labor contractor. Despite being owed for seven days of work, Plaintiff was not paid at the time of his termination. Plaintiff has tried on several occasions to collect the wages he is owed, but has been unsuccessful.

30. Plaintiff has complied with the administrative prerequisites of the Private Attorneys General Act of 2004 ("PAGA"). On or about November 24, 2025, Plaintiff, through his counsel, submitted written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants, informing them of Defendants' alleged violations of the Labor Code, and the facts and theories to support each violation.

31. The statutory period for the LWDA to investigate or issue a citation has expired. The LWDA has not notified Plaintiff that it intends to investigate the alleged violations. Therefore, pursuant to Labor Code section 2699.3, Plaintiff has the right to and does pursue this representative PAGA action on behalf of himself and all other Aggrieved Employees.

32. Plaintiff believes that additional violations may be discovered and therefore reserves his right to allege additional violations of law as investigation and discovery warrant. In the event that Plaintiff discovers additional violations, Plaintiff will seek to amend the operative complaint, as necessary.

## CLASS DEFINITION AND ALLEGATIONS

33. Plaintiff seeks to represent the following class:

> All current and former non-exempt employees of Defendants who performed work in California during the period commencing on the date that is four years prior to the filing of this Complaint through and including the date of trial (the "Class Period").

34. Members of the Class are "employees" as the term is used in the Labor Code and the applicable IWC Wage Order regulating wages, hours, and working conditions in the state of California.

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35. A more precise definition of the Class may be determined after further investigation and discovery. Plaintiff reserves his right to redefine the class or create sub-classes at any time prior to the court's order on Plaintiff's class certification motion as provided by law.

**CLASS ACTION DESIGNATION**

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

37. Plaintiff brings this action on behalf of himself and on behalf of all persons within Class defined herein.

38. This action is appropriately suited for a class action pursuant to Code of Civil Procedure section 382, because the following statutory requirements are met:

**A. Numerosity**

39. The members of the Class are sufficiently numerous to render the joinder of all their members impracticable. While Plaintiff has not yet determined the precise number of employees in the Class, Plaintiff is informed and believes that Defendants employ at least 100 non-exempt employees.

40. Although the exact number of class members is currently unknown to Plaintiff, this information is easily ascertainable from Defendants' time and payroll records and other business records.

**B. Commonality**

41. Common questions of law and fact exist as to all putative class members and predominate over any questions affecting only individual members. The common questions of law and fact that predominate include, but are not limited to:

a. Whether Defendants failed to pay members of the Class for all hours worked, including minimum, regular, and overtime wages;

b. Whether Defendants failed to provide members of the Class with legally compliant, off-duty, 30-minute meal periods, before the end of the fifth hour of work;

c. Whether Defendants authorized and permitted members of the Class to take legally compliant, off-duty, 10-minute rest periods for every four hours worked, or major fraction thereof;

d. Whether Defendants paid one additional hour of pay at the employees' regular rate

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of compensation to members of the Class when they were not provided with compliant meal or rest periods;

e. Whether Defendants failed to provide members of the Class with accurate, itemized wage statements that reflected, among other things, all hours worked, all applicable rates of pay, and all premium wages owed;

f. Whether Defendants failed to provide suitable break facilities when a meal period occurred during a shift beginning or ending between the hours of 10:00 p.m. and 6:00 a.m.;

g. Whether Defendants failed to timely pay Plaintiff and other members of the Class all wages owed upon termination of employment; and

h. Whether Defendants' policies and practices violate Business and Professions Code section 17200.

**C. Typicality**

42. Plaintiff's claims are typical of the claims of all putative class members because they arise from the same events, practices, and/or courses of conduct of Defendants. Plaintiff and all putative class members sustained injuries and damages as a result of Defendants' uniform policies, practices, and/or common courses of conduct in violation of California wage and hour laws.

43. Plaintiff, like other class members, was a non-exempt, hourly employee subject to Defendants' policies and practices of, among other things, failing to pay employees for all hours worked, failing to provide timely meal periods, failing to provide a 10-minute rest period for every four hours worked, or major fraction thereof, failing to provide employees with accurate, itemized wage statements, and failing to timely pay all wages owed upon termination of employment. Accordingly, the legal theories underlying each cause of action are the same, and the remedies sought by Plaintiff and all putative class members are the same.

**D. Adequacy of Representation**

44. Plaintiff is a member of the Class and has no fundamental conflict of interest with the putative class members he seeks to represent.

45. Plaintiff will vigorously protect the interests of all putative class members because it is in

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Plaintiff's best interests to prosecute the claims alleged herein to obtain full compensation and penalties due to him and the putative class members.

46. Plaintiff retained attorneys who are experienced litigators with significant wage and hour and class action experience.

## E. Superiority of Class Action

47. A class action is a superior method of litigation for the fair and efficient adjudication of this controversy. Individual joinder of all putative class members is not practicable. Class action treatment will allow similarly situated employees, many of whom may be unaware of their rights or hesitant to file individual claims against their employer for fear of retaliation, to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system.

48. Nearly all factual, legal, statutory, and injunctive relief issues that are raised in this Complaint are common to the Class and will apply uniformly to every member, making class treatment dispositive of the interests of other members not party to the adjudication.

49. Plaintiff knows of no difficulty that might be encountered in the management of this suit that would preclude its maintenance as a class action. The questions of law and fact common to the Class predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

50. In sum, the Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure section 382 because:

a. Questions of law and fact common to the Class are substantially similar and predominate over any questions affecting only individual members;

b. A class action is superior to any other available method for the fair and efficient adjudication of class members' claims;

c. The members of the Class are so numerous that it is impracticable to bring all members before the Court;

d. Plaintiff's claims are typical of the claims of the Class;

e. Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action, as the cost of litigating individual

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claims likely exceeds the potential recovery for many members;

f. There is a strong community of interest in obtaining appropriate legal and equitable relief for the violations alleged herein;

g. Plaintiff can fairly and adequately protect the interests of the Class; and

h. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive and declaratory relief appropriate with respect to the Class as a whole.

## CAUSES OF ACTION

### FIRST CAUSE OF ACTION

### FAILURE TO PAY ALL MINIMUM, REGULAR, AND OVERTIME WAGES

**[Labor Code §§ 510, 558.1, 1194, 1194.2, 1197, and 2810.3]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)**

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

52. Labor Code section 1197 states, "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful."

53. The applicable IWC Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so."

54. Labor Code section 510(a) provides:

> Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

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55. Labor Code section 1194(a) mandates:

> Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

56. Labor Code section 1194.2 allows for the recovery of liquidated damages in an amount equal to the minimum wages unlawfully unpaid and interest thereon.

57. Labor Code section 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

58. California Labor Code section 2810.3, states that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for . . . the payment of wages."

59. A "labor contractor" is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business."

60. "Client employer" is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor."

61. Defendant JCR Services, LLC served as a labor contractor under Labor Code section 2810.3 by providing workers to warehouse and logistics services, which is part of the usual course of business for Defendant Whitecrow, Inc.

62. Plaintiff alleges, upon information and belief, that Defendant Whitecrow, Inc. was a client employer within the definition of Labor Code section 2810.3.

63. Further, as permitted by Labor Code section 2810(g)(1), Plaintiff and the Class are entitled, after notice, to file an action to recover the "greater of all his or her actual damages or two hundred and fifty dollars ($250) per employee per violation for an initial violation and one thousand dollars ($1,000)

per employee for each subsequent violation, and upon prevailing in an action brought pursuant to this section, may recovers costs and reasonable attorney's fees."

64. Defendants had, and continue to have, a policy, practice, and procedure of failing to pay Plaintiff and other Class members for all hours worked, resulting in the failure to pay all minimum, regular, and overtime wages. This includes time they spent waiting in line to clock in each day.

65. Defendants' failure to compensate Plaintiff and the Class for this off-the-clock work resulted in the failure to pay minimum wages for all hours worked. Further, when this uncompensated work time, in combination with recorded hours, exceeded eight hours in a workday or 40 hours in a workweek, it resulted in a failure to pay applicable overtime wages.

66. As a direct result of Defendants' unlawful conduct and failure to compensate Plaintiff and other Class members for all hours worked, Plaintiff and the Class have suffered damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**SECOND CAUSE OF ACTION**

**FAILURE TO PROVIDE COMPLIANT MEAL PERIODS**

**[Labor Code §§ 204, 226.7, 512, 558.1, and 2810.3]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)**

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

68. Plaintiff and the other Class members are non-exempt employees who typically worked shifts of five or more hours per day.

69. Labor Code section 512(a) mandates:

> An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours,

> the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

70. The "Meal Periods" section of the applicable IWC Wage Order provides, in pertinent part, that "[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

71. The "Meal Periods" section of the applicable IWC Wage Order also states:

> Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal is agreed to and complies with Labor Code Section 512[.]

72. Labor Code section 226.7(c) provides:

> If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

73. Labor Code section 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated..." Labor Code sections 203, 226, 226.7, 1194, or 2802 may be held liable as the employer for such violations. Pursuant to Labor Code section 558.1(b), Labor Code section 558.1(a) is applicable to the owners, officers, directors, or managing agents of the employer.

74. Defendants did not, and do not, have a policy of providing Plaintiff and other Class members with the opportunity to take a 30-minute, uninterrupted, off-duty meal period before the end of their fifth hour of work when they worked five or more hours in a day, and/or the opportunity to take a second 30-minute, uninterrupted, off-duty meal period when they worked more than 10 hours in a day.

75. Defendants knew or should have known that Plaintiff and other Class members were not provided with the opportunity to take legally compliant meal periods, as Defendants created, implemented, and enforced the policies that deprived them of such breaks.

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76. Despite failing to provide compliant meal periods, Defendants do not pay the required meal period premiums. Plaintiff and other Class members were not paid one additional hour of pay at their regular rate of compensation for each workday that a legally non-compliant meal period was provided.

77. Defendants' unlawful conduct caused Plaintiff and Class members to suffer damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**THIRD CAUSE OF ACTION**

**FAILURE TO PROVIDE COMPLIANT REST PERIODS**

**[Labor Code §§ 204, 226.7, 558.1, and 2810.3]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)**

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

79. The "Rest Periods" section of the applicable IWC Wage Order provides, in part:

> Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period . . . The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes of net rest time per four (4) hours or major fraction thereof[.]

80. In pertinent part, Labor Code section 226.7 states:

> (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and health.
>
> (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for workday that the meal or rest or recovery period is not provided.

81. Labor Code section 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such

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violations."

82. Defendants did not, and do not, have a policy of authorizing and permitting Plaintiff and other Class members to take a 10-minute, uninterrupted, off-duty rest period for every four hours worked or major fraction thereof. Plaintiff contends that regardless of how long their shifts were, Defendants provided him and other non-exempt employees with a single 15-minute rest period per shift.

83. Despite failing to authorize and permit compliant rest periods, Defendants failed to pay the required rest period premiums. Plaintiff and the Class members were not paid one additional hour of pay at their regular rate of compensation for each workday that a compliant rest period was not provided.

84. Due to Defendants' unlawful conduct, Plaintiff and the Class have suffered damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**FOURTH CAUSE OF ACTION**

**FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS**

**[Labor Code §§ 226 and 558.1]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against Defendant JCR Services)**

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

86. Labor Code section 226(a) states, in pertinent part:

> An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . (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 only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer, . . . and (9) all applicable hourly rates in effect during each period and the corresponding number of hours worked at each hourly rate by the employee[.]

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87. Labor Code section 226(e)(1) further mandates:

> An employee suffering injury as a result of knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

88. An employee suffers injury where the employer fails to provide accurate information and the employee cannot "promptly and easily determine" from the wage statement alone the total number of hours worked or the "applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate." (Labor Code section 226(e)(2)(B)(i).)

89. Labor Code section 226(e)(2)(C) explains that the phrase "promptly and easily determine" means that "a reasonable person would be able to readily ascertain the information without reference to documents or information beyond the wage statement itself."

90. Labor Code section 558.1(a) provides that, "[a]ny employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wage or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violations."

91. Defendant JCR Services, LLC had, and continues to have, a policy and practice, of furnishing Plaintiff and other Class members with wage statements that do not comply with California law.

92. The wage statements issued by Defendant JCR Services, LLC to Plaintiff and the Class were inaccurate because they failed to accurately reflect, among other things: (1) the total hours actually worked by the employee; (2) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and (3) the gross and net wages actually earned.

93. Due to Defendant JCR Services, LLC's knowing and intentional failure to provide accurate, itemized wage statements, Plaintiff and other members of the Class suffered injury as they were

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unable to promptly and easily determine from their wage statements alone the total hours they worked, the applicable rates of pay for those hours, and the correct calculation of their gross and net wages earned.

94. As a result of Defendant JCR Services, LLC's conduct, Plaintiff and the Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**FIFTH CAUSE OF ACTION**

**FAILURE TO PROVIDE SUITABLE BREAK FACILITIES**

**[Section 3(F) of Industrial Welfare Commission Order No. 9-2001]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against Defendant JCR Services)**

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

96. Section 3(F) of the IWC Wage Order No. 9-2001 provides:

> If a meal period occurs on a shift beginning or ending at or between the hours of 10 p.m. and 6 a.m., facilities shall be available for securing hot food and drink or for heating food or drink, and a suitable sheltered place shall be provided in which to consume such food or drink.

97. Plaintiff alleges that he and other employees received meal periods that occurred during shifts beginning or ending at or between the hours of 10 p.m. and 6 a.m. Despite this, Defendant JCR Services, LLC failed to provide suitable facilities for heating food or drink, or a suitable sheltered place in which to consume such food or drink.

98. Defendant JCR Services, LLC's failure to provide suitable facilities resulted in Plaintiff and other members of the Class receiving non-complaint meal periods for shifts beginning or ending at or between the hours of 10 p.m. and 6 a.m.

99. As a result of Defendant JCR Services, LLC's conduct, Plaintiff and the Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

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## SIXTH CAUSE OF ACTION

## FAILURE TO PAY ALL WAGES OWED UPON TERMINATION

## [Labor Code §§ 201-203 and 2810.3]

**(By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)**

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

101. Labor Code section 201(a) states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

102. Under Labor Code section 202(a):

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

103. Labor Code section 203 further provides:

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

104. Here, Defendants willfully failed to pay Plaintiff and other former non-exempt employees all wages due and owing as a result of Defendants' aforementioned conduct. This includes minimum, regular, overtime, and premium wages. As a consequence of Defendants' willful and deliberate refusal to tender such wages, the affected members of the Class are entitled to 30 days' wages as a waiting time penalty pursuant to Labor Code section 203.

105. In addition, pursuant to Labor Code section 218.5, Plaintiff and the subclass are entitled to seek, and do seek, an award of their reasonable attorneys' fees and costs incurred in prosecuting this matter.

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106. As a result of Defendants' conduct, Plaintiff and the Class have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceeds the jurisdictional limits of this Court, and which will be ascertained according to proof at trial. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**SEVENTH CAUSE OF ACTION**

**VIOLATION OF BUSINESS AND PROFESSIONS CODE § 17200 et seq.**

**[Business and Professions Code § 17200 et seq.]**

**(By Plaintiff, Individually, and On Behalf of the Class, Against All Defendants)**

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

108. As codified in Business and Professions Code section 17200 et seq., California's Unfair Competition Law ("UCL") broadly prohibits "any unlawful, unfair or fraudulent business act or practice."

109. A cause of action may be brought under the UCL if a practice violates some other law. The "unlawful" prong of the UCL effectively deems a violation of the underlying law a per se violation of Business and Professions Code section 17200 et seq. (*Cel-Tech Commc'ns, Inc. v. Los Angeles Cellular Tel. Co.* (1999) 20 Cal.4th 163, 180.) Virtually any law or regulation - federal or state, statutory, or common law - can serve as a predicate for a section 17200 "unlawful" violation. (*Farmers Ins. Exch. v. Superior Court* (1992) 2 Cal.4th 377, 383.)

110. The "unfair" prong of the UCL does not require a practice to be specifically proscribed by any law. (*Korea Supply Co. v. Lockheed Martin Corp.* (2003) 29 Cal.4th 1134, 1143 [internal citations omitted].) Pursuant to the California Supreme Court, the "unfair standard" is intentionally broad to give maximum discretion to courts in prohibiting new schemes to defraud. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at 180-81.)

111. Under the UCL, a "fraudulent" business act or practice is one where "members of the public are likely to be deceived." (*Blakemore v. Superior Court* (2005) 129 Cal.App.4th 36, 49.) A showing of actual deception, reasonable reliance, or damages is not required. (*Ibid.*) The fraudulent prong may be used to attack the deceptive manner in which otherwise lawful contract terms are presented to an individual. (*Boschma v. Home Loan Ctr., Inc.* (2011) 198 Cal.App.4th 230, 253.) As such, even a true

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statement may be unlawful under section 17200 if it is "couched in such a manner that is likely to mislead or deceive . . . , such as by failing to disclose other relevant information." (*Ibid.*)

112. As discussed herein, Defendants' business practices violate all three prongs of the UCL.

**Unlawful**

113. Defendants violated the Labor Code by, among other things, refusing to properly compensate Plaintiff and the Class for all time worked. Failing to compensate employees for all time worked is a clear violation of California law, and thus a per se violation of the UCL. (*Cel-Tech Commc'ns, Inc., supra*, 20 Cal.4th at p. 180.) Defendants further violated California law by failing to provide legally compliant meal and rest periods, and failing to furnish accurate itemized wage statements. Therefore, Defendants have clearly engaged in unlawful business practices pursuant to Business and Professions Code section 17200 et seq.

**Unfair**

114. Defendants' policy and practice of failing to pay Plaintiff and the Class for all hours worked, including time spent waiting in line to clock in each day, is inherently unfair because Defendants knowingly prevented Class members from receiving adequate compensation for all time actually worked, in violation of California's policy of prompt payment of wages.

115. Defendants' failure to provide Plaintiff other Class members with legally compliant meal and rest periods constitutes an unfair practice because Defendants knowingly stripped Plaintiff and other Class members of their rights under the Labor Code and gained an unfair competitive advantage over law-abiding employers.

**Fraudulent**

116. Defendants' practice of furnishing Plaintiff and other Class members with inaccurate itemized wage statements constitutes a fraudulent business practice because Class members are likely to be deceived as to whether they were paid all wages owed.

117. Defendants' failure to pay Plaintiff and other Class members all wages owed upon termination also constitutes a fraudulent business practice because it deprives Class members of earned wages they are entitled to.

118. As a direct and proximate result of Defendants' unlawful, unfair, and fraudulent business

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practices, Plaintiff and the Class have suffered injury-in-fact and have lost wages and money rightfully owed to them.

119. Defendants acquired money owed to Plaintiff and the Class by means of an unlawful practice that constitutes unfair competition as defined by Business and Professions Code section 17200 et seq.

120. Plaintiff is a person who suffered injury in fact and lost money and wages as a result of Defendants' unfair competition. Thus, pursuant to Business and Professions Code sections 17203 and 17204, Plaintiff may pursue representative claims and relief on behalf of himself and the putative class.

121. Pursuant to Business and Professions Code section 17203, "[t]he court may make such orders or judgments, as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition."

122. Defendants reaped unfair benefits and illegal profits at the expense of Plaintiff and the Class by committing the unlawful acts alleged herein. As such, Defendants must make restitution pursuant to Business and Professions Code section 17203, and restore all unpaid wages to Plaintiff and the Class.

123. Moreover, the unlawful, unfair, and fraudulent conduct alleged herein has continued, and there is no indication that Defendants will refrain from such activity in the future. Plaintiff believes and alleges that if Defendants are not enjoined from the conduct described herein, Defendants will continue to violate California law at the expense of their non-exempt employees. Accordingly, Plaintiff requests that the Court issue a preliminary and permanent injunction against Defendants.

124. Plaintiff and the Class suffered and continue to suffer loss of wages and monies, all in an amount to be shown according to proof at trial and within the jurisdiction of this Court. Plaintiff, on behalf of himself and the Class, requests further relief as described in the prayer below.

**EIGHTH CAUSE OF ACTION**

**VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

**[Labor Code § 2698 et seq.]**

**(By Plaintiff On Behalf of All Aggrieved Employees Against All Defendants)**

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

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126. Pursuant to Labor Code section 2698 et seq., any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3. Such civil penalties are in addition to any other relief provided for under the Labor Code and must be allocated 65-percent to the LWDA and 35-percent to the aggrieved employees, pursuant to section 2699(i).

127. During all, or a portion of, the one-year and sixty-five day period before Plaintiff filed notice of his claims with the LWDA, Defendants were Plaintiff's and all other Aggrieved Employees' employer or person acting on behalf of Aggrieved Employees' employer either individually or as an officer, agent, or employee of another person, within the meaning of Labor Code sections 558(a) and 1197.1, who paid or caused to be paid to any employee a wage less than the minimum fixed by California state law, and as such, are subject to civil penalties for each underpaid employee.

128. Plaintiff is an "aggrieved employee" under the PAGA because he was employed by the alleged violator, and had each of the alleged violations committed against him, and therefore is properly suited to represent the interests of other non-exempt employees.

129. Pursuant to Labor Code section 2698 et seq., Plaintiff has exhausted his administrative remedies because he complied with the notice requirements outlined in Labor Code section 2699.3. On or about November 24, 2025, Plaintiff submitted written notice to the LWDA and Defendants informing them of the alleged Labor Code violations. Under the statute, the LWDA had 65 days to provide notice of whether it intended to investigate the alleged violations. To date, the LWDA has not notified Plaintiff of its intent to investigate the alleged violations. As such, Plaintiff has the right to pursue, and does pursue, his claims in a representative capacity pursuant to Labor Code section 2698 et seq.

130. Plaintiff, in his representative capacity, on behalf of himself and all other Aggrieved Employees, is entitled to and thus seeks to recover civil penalties through this law enforcement action based on Defendants' violations of the following Labor Code provisions:

a. For violations of Labor Code sections 510 and 512, in addition to any other recovery provided by law, Labor Code section 558 imposes a civil penalty of $50

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per pay period for each underpaid employee for the initial violation and $100 per pay period for each underpaid employee for each subsequent violation. Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code section 558 on behalf of himself and all other Aggrieved Employees.

b. Pursuant to Labor Code section 1197.1, any employer or person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the applicable minimum wage, is subject to a civil penalty of $100 for each underpaid employee for each pay period for which the employee is underpaid and a subsequent civil penalty of $250 for each underpaid employee for each pay period for which the employee is underpaid. Plaintiff, in his representative capacity, seeks the civil penalty imposed by Labor Code section 1197.1 on behalf of himself and all other Aggrieved Employees.

c. Labor Code section 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is in addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699(f)(2) for a violation of Labor Code section 1174(d). Plaintiff, in his representative capacity, seeks the civil penalty imposed by section 1174.5 on behalf of himself and all other Aggrieved Employees.

d. Labor Code section 2699(f) imposes a civil penalty of $100 per pay period, per employee for the initial violation, and $200 per pay period, per employee for each subsequent violation for all Labor Code provisions for which a civil penalty is not specifically provided, including Labor Code sections 226.7 and 2802. Plaintiff and other Aggrieved Employees are entitled to, and therefore seek the above-described civil penalty.

131. Labor Code section 2699(g)(1) provides that an employee who prevails in a civil action brought pursuant to PAGA shall be entitled to an award of reasonable attorneys' fees and costs. As such, Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is entitled to, and therefore seeks attorneys' fees and costs.

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132. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, is further entitled to and seeks recovery of reasonable attorneys' fees as provided by Labor Code section 218.5 and Code of Civil Procedure section 1021.5.

133. Plaintiff, in his representative capacity on behalf of himself and all other Aggrieved Employees, requests further relief as described in the prayer below.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself, the Class, and all Aggrieved Employees, prays for judgment against Defendants, and each of them, as follows:

a. For an order certifying that this action may be maintained as a class action, with Plaintiff appointed as the representative of the Class defined herein;

b. For an order appointing Plaintiff's counsel, ARCH Legal, P.C., as Class Counsel;

c. For a declaratory judgment that Defendants have violated the California Labor Code, including but not limited to sections 210, 226, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 et seq.; the applicable sections of the IWC Wage Order, including but not limited to the "Meal Periods," "Rest Periods," "Hours and Days of Work," "Minimum Wages," sections; and California's Unfair Competition Law, Business and Professions Code section 17200 et seq.;

d. For all unpaid wages, including minimum, regular, and overtime compensation, due to Plaintiff and the Class pursuant to Labor Code sections 510, 1194, and 1197;

e. For all unpaid premium wages due to Plaintiff and the Class for non-compliant meal and rest periods, pursuant to Labor Code section 226.7 and other applicable laws;

f. For all statutory penalties for non-compliant wage statements pursuant to Labor Code section 226(e);

g. For liquidated damages in an amount equal to the unpaid minimum wages and interest thereon, pursuant to Labor Code section 1194.2 and other applicable laws;

h. For all civil penalties available under the Private Attorneys General Act for the Labor Code violations alleged herein, including but not limited to civil penalties under Labor Code sections 210, 558, 1174.5, 1197.1, 2699(f), and other applicable provisions;

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i. For restitution or disgorgement of all ill-gotten gains and monies acquired by means of Defendants' unlawful, unfair, and fraudulent business practices, as provided by Business and Professions Code section 17203 and other applicable laws;

j. For injunctive relief enjoining Defendants from continuing the unlawful policies and practices complained of herein, pursuant to Business and Professions Code section 17203, Labor Code section 226(h), and other applicable laws;

k. For reasonable attorneys' fees and litigation costs pursuant to Labor Code sections 218.5, 226(e), 226(h), 1194(a), 2699(g)(1), California Code of Civil Procedure section 1021.5, the "common fund" doctrine, the "substantial benefit" doctrine, and/or other applicable law, theory, or doctrine;

m. For pre-judgment and post-judgment interest at the legal rate on all amounts awarded, as provided by California law, including but not limited to Labor Code sections 218.6 and 1194(a), and Civil Code section 3287; and

n. For such other and further relief as the Court may deem just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial on all causes of action and issues so triable.

Dated: February 11, 2026

ARCH LEGAL, P.C.

By: ______________________________

Nathan J. Reese
Dawn M. Berry
Attorneys for Plaintiff Eduardo Garibay Ramirez

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