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9 Individually and on behalf of all other similarly situated

ELECTRONICALLY FILED

Superior Court of California,

County of El Dorado

03/25/2026 at 11:46:31 AM

By: Katherine Burr, Deputy Clerk

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF EL DORADO**

12 MICHAEL ROBBINS an individual, on behalf
13 of himself, and on behalf of all persons
14 similarly situated,

15 Plaintiff,

16 v.

17 MLRRM, Inc. dba MOTHERLODE ROCK N
18 READY MIX., a California Corporation;
19 HIGH SIERRA INDUSTRIES, INC., a
20 California Corporation; and DOES 1 through
21 50, inclusive;

22 Defendants.

Case No. 26CV0859

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PROVIDE OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510 *ET SEQ.*
3. FAILURE TO PROVIDE MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO REIMBURSE PLAINTIFF FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
7. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE §§ 226 and 226.2;
8. FAILURE TO PAY WAGES WHEN DUE IN VIOLATION OF CAL. LABOR CODE §§ 201, 202 AND 203;

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9. FAILURE TO PERMIT INSPECTION OF EMPLOYEE RECORDS IN VIOLATION OF CAL. LAB. CODE §§ 226, 432 1198.5 AND THE APPLICABLE IWC WAGE ORDER; and
 10. Civil Penalties Pursuant to Labor Code §2699, *et seq.*, for violations of Labor Code §§ 201, 201.3, 202, 203, 204 *et seq.*, 210, 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3, 232, 246, 226.7, 227.3, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802 and 2804, and the California Code of Regulations

DEMAND FOR JURY TRIAL

Plaintiff Michael Robbins (“PLAINTIFF”) an individual, on behalf of himself and all other similarly situated current and former employees allege on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant MLRRM, Inc. dba Motherlode Rock N Ready Mix, Inc. (“MLRRM”) is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, County of El Dorado. Defendant provides cement services in El Dorado County.

2. Defendant HIGH SIERRA INDUSTRIES, INC. (“High Sierra”) is a California Corporation that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California, County of El Dorado. Defendant provides trucking services in the County of El Dorado.

3. Defendant MLRRM and Defendant High Sierra were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages

1 and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for
2 the conduct alleged herein as “DEFENDANTS.”

3 4. PLAINTIFF, a ready mix driver, was employed by DEFENDANTS in California
4 from October 10, 2022 through July 21, 2025, as a non-exempt employee, paid on an hourly
5 basis, and entitled to the legally required meal and rest periods and payment of minimum and
6 overtime wages due for all time worked.

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

10 6. The true names and capacities, whether individual, corporate, subsidiary,
11 partnership, associate or otherwise of Defendants DOES 1 through 50, inclusive, are presently
12 unknown to PLAINTIFF who therefore sues these defendants by such fictitious names pursuant
13 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
14 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
15 PLAINTIFF is informed and believes, and based upon that information and belief allege, that the
16 Defendants named in this Complaint, including DOES 1 through 50, inclusive (hereinafter
17 collectively “DEFENDANTS”), are responsible in some manner for one or more of the events
18 and happenings that proximately caused the injuries and damages hereinafter alleged.

19 7. The agents, servants and/or employees of the DEFENDANT and each of them
20 acting on behalf of the DEFENDANT acted within the course and scope of his/her, or its authority
21 as the agent, servant and/or employee of the DEFENDANTS, and personally participated in the
22 conduct alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged
23 herein. Consequently, the acts of each of the DEFENDANTS are legally attributable to the other
24 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and those similarly
25 situated, for the loss sustained as a proximate result of the conduct of the DEFENDANTS’ agents,
26 servants and/or employees.

27 8. DEFENDANTS were PLAINTIFF’s employers or persons acting on behalf of
28 PLAINTIFF’s employer, within the meaning of California Labor Code § 558, who violated or

1 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
3 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
4 at all relevant times.

5 9. DEFENDANTS were PLAINTIFF's employers or persons acting on behalf of
6 PLAINTIFF's employer either individually or as an officer, agent, or employee of another person,
7 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
8 employee a wage less than the minimum fixed by California state law, and as such, are subject
9 to civil penalties for each underpaid employee.

10 10. PLAINTIFF was employed by DEFENDANTS as a non-exempt employee, paid on
11 an hourly basis and entitled to minimum wages, overtime pay, and legally compliant meal and
12 rest periods from on or about October 10, 2022 to July 21, 2025.

13 11. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
14 class, defined as all persons who are or previously were employed by Defendant MLRRM and/or
15 Defendant High Sierra in California and classified as non-exempt employees (the
16 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
17 filing of this Complaint and ending on the date as determined by the Court (the "CLASS
18 PERIOD"). The amount in controversy for the aggregate claim of the CALIFORNIA CLASS
19 members is under five million dollars (\$5,000,000.00).

20 12. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
22 the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to
23 lawfully compensate these employees. DEFENDANTS' uniform policy and practice alleged
24 herein was an unlawful, unfair, and deceptive business practice whereby DEFENDANTS
25 retained and continue to retain wages due to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek
27 an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
28 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically

1 injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal
2 and equitable relief.

3 13. The amount in controversy for the aggregate claim of CALIFORNIA CLASS
4 members is under five million dollars (\$5,000,000.00). PLAINTIFF reserves the right to amend
5 the following class definitions before the Court determines whether class certification is
6 appropriate, or thereafter upon leave of Court.

7 14. PLAINTIFF brings this Class Action on behalf of himself and on behalf of the
8 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
9 incurred during the CLASS PERIOD caused by DEFENDANTS' uniform policy and practice
10 which (1) failed to provide PLAINTIFF and the CALIFORNIA CLASS with legally compliant
11 meal and rest periods or an additional hour of pay at the regular rate of compensation in *lieu*
12 thereof in violation of California Labor Code Sections 226.7(c), 512(a) and the applicable
13 Industrial Welfare Commission Wage Order, (2) failed to pay PLAINTIFF and the
14 CALIFORNIA CLASS for all hours worked in violation of, *inter alia*, California Labor Code
15 Sections 510, 1194, 1197, and 1197.1, failed to reimburse PLAINTIFF and the CALIFORNIA
16 CLASS for required expenses in violation of California Labor Code Section 2802, and (3) failed
17 to provide accurate itemized wage statements in violation of California Labor Code Sections 226
18 and 226.2.

19 15. PLAINTIFF brings this lawsuit seeking monetary relief against Defendants on behalf
20 of himself and all others similarly situated in California to recover, among other things, unpaid
21 wages and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to Labor
22 Code §§201, 201.3, 202, 203, 204 *et seq.*, 210, 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2,
23 226.3, 232, 246, 226.7, 227.3, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1,
24 1197.14, 1198, 1198.5, 1199, 2802 and 2804, *et seq.*

25 16. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
26 unfair, and deceptive business practices whereby DEFENDANTS retained and continues to retain
27 wages due PLAINTIFF and the other members of the CALIFORNIA CLASS.
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17. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

18. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

19. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS, and DEFENDANTS (i) currently maintain and at all relevant times, maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

THE CONDUCT

20. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked, failed to compensate PLAINTIFF for off-the-clock work, failed to reimburse PLAINTIFF and the members of the CALIFORNIA CLASS for required expenses and failed to issue to PLAINTIFF, and the members of the CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and practices are intended to purposefully avoid the accurate and full payment

1 for all time worked as required by California law which allows DEFENDANTS to illegally profit
2 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
3 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS
4 PERIOD should be adjusted accordingly.

5 **A. Meal Period Violations**

6 21. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
7 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
8 meaning the time during which an employee is subject to the control of an employer, including
9 all the time the employee is suffered or permitted to work. From time-to-time during the CLASS
10 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
11 without paying them for all the time they were under DEFENDANTS' control. Specifically, as
12 a result of, among other reasons, PLAINTIFF's demanding work requirements, and
13 DEFENDANTS under staffing, from time-to-time, DEFENDANTS required PLAINTIFF to
14 work while clocked out during what was supposed to be PLAINTIFF's off-duty meal break.
15 Additionally, PLAINTIFF was from time-to-time interrupted by work assignments while clocked
16 out for what should have been PLAINTIFF's off-duty meal break. As a result, the PLAINTIFF
17 and other CALIFORNIA CLASS members forfeited minimum wage and overtime wages by
18 regularly working without their time being accurately recorded and without compensation at the
19 applicable minimum wage and overtime rates. DEFENDANTS' uniform policy and practice not
20 to pay PLAINTIFF and other CALIFORNIA CLASS members for all time worked is evidenced
21 by DEFENDANTS' business records.

22 22. From time-to-time during the CLASS PERIOD, as a result of their rigorous work
23 schedules, and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
24 CALIFORNIA CLASS members were from time-to-time unable to take thirty (30) minutes off
25 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
26 other members of the CALIFORNIA CLASS were required from time-to-time to perform work
27 as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving
28 a meal break. Further, DEFENDANTS from time-to-time failed to provide PLAINTIFF and

1 CALIFORNIA CLASS members with a second off-duty meal period for some workdays in which
2 these employees were required by DEFENDANTS to work ten (10) hours of work from time-to-
3 time. The nature of the work performed by the PLAINTIFF and the members of the
4 CALIFORNIA CLASS does not qualify for limited and narrowly construed “on-duty” meal
5 period exception. When they were provided with meal periods, PLAINTIFF and other
6 CALIFORNIA CLASS Members were, from time to time, required to remain on the premises,
7 on duty and/or on call. PLAINTIFF and other members of the CALIFORNIA CLASS therefore
8 forfeited meal breaks without additional compensation and in accordance with DEFENDANTS’
9 strict corporate policy and practice.

10 **B. Rest Period Violations**

11 **C.** From time-to-time during the CLASS PERIOD, PLAINTIFF and other CALIFORNIA
12 CLASS members were also required from time-to-time to work in excess of four (4) hours
13 without being provided ten (10) minute rest periods as a result of, among other reasons, their
14 rigorous work schedules, and DEFENDANTS’ inadequate staffing. Further, for the same
15 reasons these employees were denied their first rest periods of at least ten (10) minutes for
16 some shifts worked of at least two (2) to four (4) hours from time-to-time, a first and second
17 rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight
18 (8) hours from time-to-time, and a first, second, and third rest period of at least ten (10)
19 minutes for some shifts worked of ten (10) hours or more from time-to-time. PLAINTIFF
20 and other CALIFORNIA CLASS members were, from time to time, also not provided with
21 one-hour wages in lieu thereof. When they were provided with rest periods, PLAINTIFF and
22 other CALIFORNIA CLASS Members were, from time to time, required to remain on the
23 premises, on duty and/or on call. Further, DEFENDANTS from time to time required
24 PLAINTIFF and other CALIFORNIA CLASS members to maintain cordless communication
25 devices in order to receive and respond to work-related communications during what was
26 supposed to be their off-duty rest breaks. PLAINTIFF and other CALIFORNIA CLASS
27 members were also not provided with one-hour wages *in lieu* thereof. As a result of their
28 rigorous work schedules and DEFENDANTS’ inadequate staffing, PLAINTIFF and other

1 CALIFORNIA CLASS members were from time to time denied their proper rest periods by
2 DEFENDANTS and DEFENDANTS' managers.

3 **D. Unreimbursed Business Expenses**

4 23. DEFENDANTS as a matter of corporate policy, practice, and procedure,
5 intentionally, knowingly, and systematically failed to reimburse and indemnify PLAINTIFF and
6 the members of the CALIFORNIA CLASS for required business expenses they incurred in direct
7 consequence of discharging their duties on behalf of DEFENDANTS. Under California Labor
8 Code Section 2802, employers are required to indemnify employees for all expenses incurred in
9 the course and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an
10 employer shall indemnify his or her employee for all necessary expenditures or losses incurred
11 by the employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at the
13 time of obeying the directions, believed them to be unlawful."

14 24. In the course of their employment, DEFENDANTS required PLAINTIFF and other
15 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
16 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other
17 CALIFORNIA CLASS members were required to use their personal cell phones in order to
18 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
19 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones.
20 As a result, in the course of their employment with DEFENDANTS, the PLAINTIFF and other
21 CALIFORNIA CLASS members incurred unreimbursed business expenses that included, but
22 were not limited to, costs related to the use of their personal cell phones, all on behalf of and for
23 the benefit of DEFENDANTS.

24 **Wage Statement Violations**

25 25. California Labor Code Section 226 required an employer to furnish its employees
26 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
27 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all
28 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is

1 paid, (7) the name of the employee and only the last four digits of the employee's social security
2 number or an employee identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each hourly rate by the
5 employee.

6 26. From time to time during the CLASS PERIOD, when PLAINTIFF and other
7 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for
8 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
9 also failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and
10 accurate wage statements which failed to show, among other things, all deductions, the total hours
11 worked and all applicable hourly rates in effect during the pay period and the corresponding
12 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
13 meal and rest periods.

14 27. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
15 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
16 California Labor Code Section 226.

17 28. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
18 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
19 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
20 unintentional payroll error due to clerical or inadvertent mistake.

21 **Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

22 29. During the CLASS PERIOD, from time-to-time, DEFENDANTS failed and continue to fail
23 to accurately pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all hours
24 worked. Specifically, DEFENDANT from time-to-time required PLAINTIFF and the other
25 members of the CALIFORNIA CLASS to perform off-the-clock work pre-shift, post shift, and
26 during meal periods. Notwithstanding, from time-to-time DEFENDANTS failed to pay PLAINTIFF
27 and other members of the CALIFORNIA CLASS necessary wages for performing work at
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1 DEFENDANTS' direction, request, and benefit, while off-the clock pre-shift, post-shift, and during
2 meal periods.

3 30. During the CLASS PERIOD, from time-to-time DEFENDANTS required
4 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift work, including
5 but not limited to, preparing to start his shift and sending and receiving work-related
6 communications. Further, as discussed *supra*, PLAINTIFF and other members of the
7 CALIFORNIA CLASS were from time to time interrupted with work assignments during their off-
8 duty meal periods without additional compensation from DEFENDANTS.

9 31. DEFENDANTS directed and directly benefited from the uncompensated off-the-
10 clock work performed by PLAINTIFF and the other members of the CALIFORNIA CLASS.

11 32. DEFENDANTS controlled the work schedules, duties, protocols, applications,
12 assignments and employment conditions of PLAINTIFF and the other members of the
13 CALIFORNIA CLASS.

14 33. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
15 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
16 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
17 wages earned and owed for all the work they performed, including off-the-clock work.

18 34. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
19 employees, subject to the requirements of the California Labor Code.

20 35. DEFENDANTS' policies and practices deprived PLAINTIFF and the other members
21 of the CALIFORNIA CLASS of all minimum, regular and overtime wages owed for the off-the-
22 clock work activities and their required meal periods. Because PLAINTIFF and the other members
23 of the CALIFORNIA CLASS typically worked over 40 hours in a workweek, and more than eight
24 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

25 36. DEFENDANTS knew or should have known that PLAINTIFF and the other
26 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

27 37. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
28 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit

1 for the time spent working off-the-clock pre-shift, and during meal periods. DEFENDANTS'
2 uniform policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS
3 wages for all hours worked in accordance with applicable law is evidenced by DEFENDANTS'
4 business records.

5 **38. Unlawful Rounding Violation**

6 39. During the CALIFORNIA CLASS PERIOD, DEFENDANT did not have in place an
7 immutable timekeeping system to accurately record and pay PLAINTIFF and other CALIFORNIA
8 CLASS Members for the actual time these employees worked each day, including overtime hours.
9 Specifically, the DEFENDANT had in place an unlawful rounding policy and practice that resulted
10 in PLAINTIFF and CALIFORNIA CLASS Members being undercompensated for all of their time
11 worked. As a result, DEFENDANT was able to and did in fact unlawfully, and unilaterally round
12 the time recorded in DEFENDANT'S timekeeping system for PLAINTIFF and the members of the
13 CALIFORNIA CLASS in order to avoid paying these employees for all their time worked, including
14 the applicable overtime compensation for overtime worked. As a result, PLAINTIFF, and other
15 CALIFORNIA CLASS Members, from time to time, forfeited compensation for their time worked
16 by working without their time being accurately recorded and without compensation at the applicable
17 overtime rates.

18 40. Further, the mutability of DEFENDANT'S timekeeping system and unlawful
19 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS Members' time
20 being inaccurately recorded. As a result, from time to time, DEFENDANT'S unlawful rounding
21 policy and practice caused PLAINTIFF and CALIFORNIA CLASS Members to perform work as
22 ordered by DEFENDANT for more than five (5) hours during a shift without receiving an off-
23 duty meal break. Additionally, DEFENDANT'S unlawful rounding policy and practice caused
24 PLAINTIFF and CALIFORNIA CLASS Members to perform work as ordered by DEFENDANT
25 for more than ten (10) hours during a shift without receiving a second off-duty meal break.

26 **Timekeeping Manipulation**

27 41. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
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1 immutable timekeeping system to accurately record and pay PLAINTIFF and CALIFORNIA
2 CLASS Members for the actual time PLAINTIFF and CALIFORNIA CLASS Members worked
3 each day, including regular time, overtime hours, sick pay, meals, and rest breaks. As a result,
4 DEFENDANT was able to and did in fact, unlawfully, and unilaterally alter the time recorded in
5 DEFENDANTS' timekeeping system for PLAINTIFF and CALIFORNIA CLASS Members in
6 order to avoid paying these employees for all hours worked, applicable overtime compensation,
7 applicable sick pay, missed meal breaks and missed rest break.

8 42. As a result, Plaintiff and CALIFORNIA CLASS Members, from time-to-time, forfeited
9 time worked by working without their time being accurately recorded and without compensation
10 at the applicable pay rates.

11 43. The mutability of the timekeeping system also allowed DEFENDANTS to alter
12 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
13 timekeeping system so as to create the appearance that PLAINTIFF and CALIFORNIA CLASS
14 Members clocked out for thirty (30) minute meal break when in fact the employees were not at all
15 times provided an off-duty meal break. This practice is a direct result of DEFENDANT'S uniform
16 policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks
17 each day or otherwise compensate them for missed meal breaks.

18 44. As a result, Plaintiff and CALIFORNIA CLASS Members forfeited wages due to
19 them for all hours worked at DEFENDANTS' direction, control, and benefit for the time the
20 timekeeping system was inoperable. DEFENDANTS' uniform policy and practice to not pay
21 PLAINTIFF and CALIFORNIA CLASS Members wages for all hours worked in accordance with
22 applicable law is evidenced by DEFENDANTS' business records.

23 45. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take off
24 duty meal and rest breaks and was not fully relieved of duty for his rest and meal periods.
25 PLAINTIFF was required to perform work as ordered by DEFENDANT for more than five (5) hours
26 during a shift without receiving an off-duty meal break. Further, DEFENDANT failed to provide
27 PLAINTIFF with a second off-duty meal period each workday in which he was required by
28 DEFENDANT to work ten (10) hours of work. When DEFENDANT provided PLAINTIFF with a

1 rest break, they required PLAINTIFF to remain on duty and on-call for the rest break. DEFENDANT
2 policy caused PLAINTIFF to remain on-call and on-duty during what was supposed to be his off-
3 duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks without additional
4 compensation and in accordance with DEFENDANT'S strict corporate policy and practice.
5 Moreover, DEFENDANT also provided PLAINTIFF with paystubs that failed to comply with Cal.
6 Lab. Code § 226. Further, DEFENDANT also failed to reimburse PLAINTIFF for required business
7 expenses related to the personal expenses incurred for the use of his personal cell phone, and
8 purchase of any tools, on behalf of and in furtherance of his employment with DEFENDANT. To
9 date, DEFENDANT has not fully paid PLAINTIFF any penalty wages owed to him under Cal. Lab.
10 Code § 203.

11 **Violations for Untimely Payment of Wages**

12 46. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
13 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
14 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
15 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
16 rest period premium wages within the permissible time period.

17 47. Pursuant to California Labor Code Section 201, "If an employer discharges an
18 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
19 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or
20 her wages shall become due and payable not later than 72 hours thereafter, unless the employee has
21 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
22 to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS members
23 were, from time to time, not timely provided the wages earned and unpaid at the time of their
24 discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202.

25 48. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
26 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
27 employment ended during the CLASS PERIOD.

28 ///

1 **Sick Pay Violations**

2 49. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
3 after July 1, 2015, works in California for the same employer for 30 or more days within a year from
4 the commencement of employment is entitled to paid sick days as specified in this section.” Further,
5 California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time
6 to time, DEFENDANTS failed to have a policy or practice in place to provide PLAINTIFF and other
7 members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of January 1, 2024,
8 DEFENDANTS failed to adhere to the law in that they failed to provide and allow employees to use
9 at least 40 hours or five days of paid sick leave per year.

10 50. California Labor Code Section 246(i) requires an employer to furnish its employees
11 with written wage statements setting forth the amount of paid sick leave available. From time to
12 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
13 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
14 paid sick leave available.

15 **Failure to Provide Personnel File**

16 51. On September 15, 2025, PLAINTIFF caused written requests via certified mail to be
17 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including but
18 not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
19 records; and (5) PLAINTIFF’S complete employment file.

20 52. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
21 personnel records, payroll records, time records, employment contract, and entire employment file
22 within thirty (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
23 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750
24 pursuant to California Labor Code Sections 226 and 1198.5. DEFENDANTS violated California
25 Labor Code Sections 226, 432, and 1198.5 and the applicable IWC Wage Order by failing to respond
26 and provide PLAINTIFF with their employment file. Labor Code Section 226(b) requires employers
27 to make payroll records available to employees upon reasonable request. Labor Code Section 226(c)
28 further requires that the employer comply with the request for records as soon as practicable, but no

1 later than twenty-one (21) calendar days from the date of request. Labor Code Section 226(f) entitles
2 employees to recover civil penalties of \$750 against an employer who violates these requirements.
3 Labor Code Section 432 also entitles an employee to receive copies of any signed documents related
4 to the obtaining or holding of employment. Finally, pursuant to the applicable Industrial Welfare
5 Commission wage orders, DEFENDANTS are required to maintain accurate records for employees,
6 including time records, and such records must be made readily available for inspection by the
7 employee upon a reasonable request. Section 1198.5 states that employees (and former employees)
8 have the right to inspect personnel records maintained by the employer “related to the employee’s
9 performance or to any grievance concerning the employee.” Employers must allow inspection or
10 copying within thirty (30) days of the request. As a result, PLAINTIFF is now entitled to and requests
11 injunctive relief to obtain compliance with California Labor Code Sections 226, 432, 1198.5 and the
12 applicable IWC Wage Orders, and applicable statutory penalties and an award of attorneys’ fees and
13 costs for bringing this action.

14 **CLASS ACTION ALLEGATIONS**

15 53. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California class defined
16 as all persons who are or previously were employed by Defendant MLRRM and Defendant
17 High Sierra in California and classified as non-exempt employees (the “CALIFORNIA
18 CLASS”) at any time during the period beginning four (4) years prior to the filing of this
19 Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”).

20 54. PLAINTIFF brings the First through Ninth Causes of Action as a class action pursuant to
21 California Code of Civil Procedure § 382 on behalf the CALIFORNIA CLASS, defined *supra*, that
22 worked for DEFENDANT in California at any time beginning four (4) years prior to the filing of
23 this Complaint and ending on the date as determined by the Court (“CLASS PERIOD”).

24 55. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
25 deprived of wages and penalties from unpaid wages earned and due, including but not limited to,
26 unpaid meal and rest period premiums, illegal meal and rest period policies, failure to separately
27 compensate rest periods, failure to separately compensate, failure to provide accurate itemized
28 wage statements, failure to maintain required records, and interest, statutory and civil penalties,

1 attorney's fees, costs, and expenses.

2 56. The members of the class are so numerous that joinder of all class members is
3 impractical.

4 57. Common questions of law and fact regarding DEFENDANT'S conduct, including
5 but not limited to, the off-the-clock work, unpaid meal and rest period premiums, failing to provide
6 legally compliant meal and rest periods, failing to reimburse business expenses, failure to provide
7 accurate itemized wage statements accurate, and failure ensure they are paid at least minimum
8 wage and overtime, exist as to all members of the class and predominate over any questions
9 affecting solely any individual members of the class. Among the questions of law and fact
10 common to the class are:

11 a. Whether DEFENDANTS maintained legally compliant meal
12 period policies and practices;

13 b. Whether DEFENDANTS maintained legally compliant rest
14 period policies and practices;

15 c. Whether DEFENDANTS failed to pay PLAINTIFF and the
16 CALIFORNIA CLASS members accurate premium payments for
17 missed meal and rest periods;

18 d. Whether DEFENDANTS failed to pay PLAINTIFF and the
19 CALIFORNIA CLASS members accurate overtime wages and
20 sick pay;

21 e. Whether DEFENDANTS failed to pay PLAINTIFF and the
22 CALIFORNIA CLASS members at least minimum wage for all
23 hours worked;

24 f. Whether DEFENDANTS reimbursed PLAINTIFF and the
25 CALIFORNIA CLASS members for required business expenses;

26 g. Whether DEFENDANTS issued legally compliant wage
27 statements;

28 h. Whether DEFENDANTS failed to pay PLAINTIFF and other

CALIFORNIA CLASS members their gratuities

i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;

j. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;

k. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

l. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the lawful deductions.

58. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

59. PLAINTIFF's claims are typical of the claims of the class, and PLAINTIFF has the same interests as the other members of the class.

60. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

61. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

1 62. Further, PLAINTIFF's interests are coincident with, and not antagonistic to, the
2 interests of the other CALIFORNIA CLASS members.

3 63. There is a strong community of interest among PLAINTIFF and the members of the
4 CALIFORNIA CLASS to, *inter alia*, ensure that the combined assets of DEFENDANTS are
5 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
6 sustained;

7 64. The questions of law and fact common to the CALIFORNIA CLASS members
8 predominate over any questions affecting only individual members, including legal and factual
9 issues relating to liability and damages.

10 65. A class action is superior to other available methods for the fair and efficient
11 adjudication of this controversy because joinder of all class members is impractical. Moreover,
12 since the damages suffered by individual members of the class may be relatively small, the
13 expense and burden of individual litigation makes it practically impossible for the members of the
14 class individually to redress the wrongs done to them. Without class certification and
15 determination of declaratory, injunctive, statutory, and other legal questions within the class
16 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
17 create the risk of:

18 a. Inconsistent or varying adjudications with respect to individual members of
19 the CALIFORNIA CLASS which would establish incompatible standards of
20 conduct for the parties opposing the CALIFORNIA CLASS; and/or,

21 b. Adjudication with respect to individual members of the CALIFORNIA
22 CLASS which would as a practical matter be dispositive of the interests of the
23 other members not party to the adjudication or substantially impair or impeded
24 their ability to protect their interests.

25 66. Class treatment provides manageable judicial treatment calculated to bring an
26 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
27 the conduct of DEFENDANTS.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

5 67. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 68. DEFENDANTS are “person[s]” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 69. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
12 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
13 as follows:

14 Any person who engages, has engaged, or proposes to engage in
15 unfair competition may be enjoined in any court of competent
16 jurisdiction. The court may make such orders or judgments,
17 including the appointment of a receiver, as may be necessary to
18 prevent the use or employment by any person of any practice which
19 constitutes unfair competition, as defined in this chapter, or as may
20 be necessary to restore to any person in interest any money or
21 property, real or personal, which may have been acquired by means
22 of such unfair competition.

23 Cal. Bus. & Prof. Code § 17203.

24 70. By reason of this uniform conduct applicable to PLAINTIFF and all CALIFORNIA
25 CLASS members, during the CLASS PERIOD, DEFENDANTS commit acts of unfair
26 competition in violation of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§
27 17200, *et seq.* (the “UCL”), by engaging and continuing to engage in business practices which
28 violates California law, including but not limited to, the applicable Industrial Wage Order(s), the

1 California Code of Regulations and the California Labor Code including Sections 201, 201.3, 202,
2 203, 204 *et seq.*, 210. 218, 218.5, 218.6, 221, 226(a), 226(a)(8), 226.2, 226.3, 232, 246, 226.7,
3 227.3, 351, 510, 512, 558, 1102.5, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5,
4 1199, 2802 and 2804 for which this Court should issue declaratory and other equitable relief
5 pursuant to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the
6 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

7 71. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
8 in that these practices violated public policy, were immoral, unethical, oppressive, unscrupulous,
9 or substantially injurious to employees, and were without valid justification or utility for which
10 this Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
11 Business & Professions Code, including restitution of wages wrongfully withheld.

12 72. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
13 fraudulent in that DEFENDANTS' uniform policy and practice failed to, *inter alia*, provide the
14 legally mandated meal and rest periods, the required accurate amount of compensation for missed
15 meal and rest periods, overtime and minimum wages owed, provide accurate itemized wage
16 statements, and unlawful deductions, due to a systematic business practice that cannot be justified,
17 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in
18 violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue injunctive and
19 equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages
20 wrongfully withheld.

21 73. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
22 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
23 other members of the CALIFORNIA CLASS to be underpaid during their employment with
24 DEFENDANTS.

25 74. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
26 unfair and deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to,
27 *inter alia*, provide the legally mandated meal and rest periods, the required accurate amount of
28 compensation for missed meal and rest periods, overtime and minimum wages owed, provide

1 accurate itemized wage statements, to PLAINTIFF and the other members of the CALIFORNIA
2 CLASS as required by Cal. Labor Code.

3 75. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
6 each workday in which a second off-duty meal period was not timely provided for each ten (10)
7 hours of work.

8 76. PLAINTIFF further demands on behalf of himself and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off duty paid
10 rest period was not timely provided as required by law.

11 77. PLAINTIFF further demands on all wages due to PLAINTIFF and the members of
12 the CALIFORNIA CLASS as a result of working while off the clock on meal periods, inaccurately
13 calculated overtime and missed meal and rest periods premiums.

14 78. By and through the unlawful and unfair business practices described herein,
15 DEFENDANTS has obtained valuable property, money and services from PLAINTIFF and the
16 other members of the CALIFORNIA CLASS, including earned wages for all overtime worked,
17 and has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
18 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
19 to unfairly compete against competitors who comply with the law.

20 79. All the acts described herein as violations of, among other things, the Industrial
21 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
22 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
23 unscrupulous, were deceptive, and thereby constitute unlawful, unfair and deceptive business
24 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

25 80. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
26 and do, seek such relief as may be necessary to restore to them the money and property which
27 DEFENDANTS has acquired, or of which PLAINTIFF and the other members of the
28 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair

1 business practices, including earned but unpaid wages for all overtime worked.

2 81. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
3 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
4 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
5 engaging in any unlawful and unfair business practices in the future.

6 82. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
7 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
8 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
9 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
10 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
11 and economic harm unless DEFENDANTS is restrained from continuing to engage in these
12 unlawful and unfair business practices.

13 **SECOND CAUSE OF ACTION**

14 **For Failure to Pay Overtime Compensation**

15 **[Cal. Lab. Code §§ 510, *et seq.*]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

17 83. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate
18 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

19 84. PLAINTIFF and the other members of the CALIFORNIA CLASS for the period beginning
20 four years prior to the filing of the Complaint and the present (“CLASS PERIOD”) bring a claim
21 for DEFENDANTS’ willful and intentional violations of the California Labor Code and the
22 Industrial Welfare Commission requirements for DEFENDANTS’ failure to pay these employees
23 for all overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
24 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

25 85. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy,
26 an employer must timely pay its employees for all hours worked.

27 86. Cal. Lab. Code § 510 further provides that employees in California shall not be employed
28 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they

1 receive additional compensation beyond their regular wages in amounts specified by law.

2 87. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages, including
3 overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code § 1198
4 further states that the employment of an employee for longer hours than those fixed by the Industrial
5 Welfare Commission is unlawful.

6 88. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members were
7 required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time they
8 worked or were not accurately compensated for all overtime hours worked.

9 89. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested, without
10 limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing a
11 uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
12 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
13 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
14 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
15 forty (40) hours in any workweek.

16 90. In committing these violations of the California Labor Code, DEFENDANTS inaccurately
17 calculated the amount of overtime worked and the applicable overtime rates and consequently
18 underpaid the actual time worked by PLAINTIFF and other members of the CALIFORNIA CLASS.
19 DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages, and other
20 benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements
21 and other applicable laws and regulations.

22 91. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive full compensation
24 for all overtime worked.

25 92. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from the
26 overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and the
27 other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the other members of the
28 CALIFORNIA CLASS are not subject to a valid collective bargaining agreement that would

1 preclude the causes of action contained herein this Complaint. Rather, the PLAINTIFF brings this
2 Action on behalf of himself and the CALIFORNIA CLASS based on DEFENDANTS' violations
3 of non-negotiable, non-waivable rights provided by the State of California.

4 93. During the CLASS PERIOD, PLAINTIFF and the other members of the CALIFORNIA
5 CLASS were paid less for time worked that they were entitled to, constituting a failure to pay all
6 earned wages.

7 94. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
8 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
9 maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even
10 though PLAINTIFF and the other members of the CALIFORNIA CLASS were required to work,
11 and did in fact work, overtime as to which DEFENDANTS failed to accurately record and pay using
12 the applicable overtime rate as evidenced by DEFENDANTS' business records and witnessed by
13 employees.

14 95. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned compensation to
15 PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time they worked,
16 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue
17 to suffer an economic injury in amounts which are presently unknown to them and which will be
18 ascertained according to proof at trial.

19 96. DEFENDANTS knew or should have known that PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were under compensated for all overtime worked. DEFENDANTS
21 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay
22 employees for their labor as a matter of uniform company policy, practice and procedure, and
23 DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other
24 members of the CALIFORNIA CLASS for overtime worked.

25 97. In performing the acts and practices herein alleged in violation of California labor laws, and
26 refusing to compensate the members of the CALIFORNIA CLASS for all time worked and provide
27 them with the requisite overtime compensation, DEFENDANTS acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 98. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
6 recovery of all unpaid wages, including overtime wages, according to proof, interest, statutory costs,
7 as well as the assessment of any statutory penalties against DEFENDANTS, in a sum as provided
8 by the California Labor Code and/or other applicable statutes. To the extent overtime compensation
9 is determined to be owed to the CALIFORNIA CLASS Members who have terminated their
10 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
11 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
12 penalties are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS'
13 conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and
14 other CALIFORNIA CLASS Members are entitled to seek and recover statutory costs.

15 **THIRD CAUSE OF ACTION**

16 **For Failure to Pay Minimum Wages**

17 **[Cal. Lab. Code §§ 1194, 1194.2, 1197 and 1197.1]**

18 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

19 99. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate
20 by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

21 100. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
22 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
23 Welfare Commission requirements for DEFENDANTS' failure to accurately record, calculate and
24 pay minimum and reporting time wages to PLAINTIFF and CALIFORNIA CLASS members
25 during the CLASS PERIOD.

26 101. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
27 policy, an employer must timely pay its employees for all hours worked.

28 102. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the

1 commission is the minimum wage to be paid to employees, and the payment of a less wage than the
2 minimum so fixed in unlawful.

3 103. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
4 including minimum wage compensation and interest thereon, together with the costs of suit.

5 104. DEFENDANTS maintain a uniform wage practice of paying PLAINTIFF and the
6 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
7 work. For instance, as set forth herein, DEFENDANTS maintained a uniform policy that required
8 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
9 meal break without compensation. Further, as set forth herein, DEFENDANTS' uniform policy and
10 practice was to unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and
11 the other members of the CALIFORNIA CLASS.

12 105. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
13 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
14 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
15 members of the CALIFORNIA CLASS in regard to minimum wage pay.

16 106. In committing these violations of the California Labor Code, DEFENDANTS
17 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
18 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
19 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
20 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
21 and regulations.

22 107. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
23 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
24 minimum wage compensation for their time worked for DEFENDANTS.

25 108. During the CLASS PERIOD, PLAINTIFF and the other members of the
26 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
27 failure to pay all earned wages.

28 109. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned

1 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true time
2 they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and
3 will continue to suffer an economic injury in amounts which are presently unknown to them and
4 which will be ascertained according to proof at trial.

5 110. DEFENDANTS knew or should have known that PLAINTIFF and the other
6 members of the CALIFORNIA CLASS were under compensated for their time worked.
7 DEFENDANTS systematically elected, either through intentional malfeasance or gross
8 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
9 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
10 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
11 their time worked.

12 111. In performing the acts and practices herein alleged in violation of California labor
13 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
14 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
15 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
16 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
17 consequences to them, and with the despicable intent of depriving them of their property and legal
18 rights, and otherwise causing them injury in order to increase company profits at the expense of
19 these employees.

20 112. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
21 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
22 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
23 Code and/or other applicable statutes. To the extent minimum wage compensation is determined to
24 be owed to the CALIFORNIA CLASS members who have terminated their employment,
25 DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore these
26 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties
27 are sought herein on behalf of these CALIFORNIA CLASS members. DEFENDANTS' conduct
28 as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFF and other

1 CALIFORNIA CLASS members are entitled to seek and recover statutory costs.

2 113. Pursuant to Labor Code § 1194.2, Plaintiff and CALIFORNIA CLASS are entitled
3 to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
4 thereon.

5 **FOURTH CAUSE OF ACTION**

6 **For Failure to Provide Required Meal Periods**

7 **[Cal. Lab. Code §§ 226.7 & 512]**

8 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

9 114. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
10 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

11 115. During the CLASS PERIOD, from time-to-time, DEFENDANTS failed to provide
12 all the legally required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS
13 members as required by the applicable Wage Order and Labor Code. The nature of the work
14 performed by PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees
15 from being relieved of all their duties for the legally required off-duty meal periods. As a result of
16 their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were from
17 time-to-time not fully relieved of duty by DEFENDANTS for their meal periods. Additionally,
18 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
19 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS'
20 business records from time-to-time. Further, DEFENDANTS failed to provide PLAINTIFF and
21 CALIFORNIA CLASS members with a second off-duty meal period in some workdays in which
22 these employees were required by DEFENDANTS to work ten (10) hours of work. As a result,
23 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeited meal breaks
24 without additional compensation and in accordance with DEFENDANTS' strict corporate policy
25 and practice.

26 116. DEFENDANTS further violates California Labor Code §§ 226.7 and the applicable
27 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who
28 were not provided a meal period, in accordance with the applicable Wage Order, one additional hour

1 of compensation at each employee's regular rate of compensation for each workday that a meal
2 period was not provided.

3 117. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **FIFTH CAUSE OF ACTION**

7 **For Failure to Provide Required Rest Periods**

8 **[Cal. Lab. Code §§ 226.7 & 512]**

9 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

10 118. PLAINTIFF, and other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

12 119. During the CLASS PERIOD, PLAINTIFF and other members of the CALIFORNIA
13 CLASS were from time to time required to work in excess of four (4) hours without being provided
14 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least
15 ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest
16 period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours,
17 and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten
18 (10) hours or more from time-to-time. PLAINTIFF and other members of the CALIFORNIA
19 CLASS were also not provided with one-hour wages in lieu thereof. As a result of their rigorous
20 work schedules, PLAINTIFF and other members of the CALIFORNIA CLASS were periodically
21 denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

22 120. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable
23 IWC Wage Order by failing to compensate PLAINTIFF and other members of the CALIFORNIA
24 CLASS who were not provided a rest period, in accordance with the applicable Wage Order, one
25 additional hour of compensation at each employee's regular rate of compensation for each workday
26 that rest period was not provided.

27 121. As a proximate result of the aforementioned violations, PLAINTIFF and other
28 members of the CALIFORNIA CLASS have been damaged in an amount according to proof at trial,

1 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

2 **SIXTH CAUSE OF ACTION**

3 **For Failure to Reimburse Employees for Required Expenses**

4 **[Cal. Lab. Code §§ 2800 and 2802, and the Applicable IWC Wage Order § 9]**

5 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

6 122. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
7 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

8 123. Cal. Labor Code §2800 provides, in pertinent part, “[a]n employer shall in all cases
9 indemnify his employee for losses caused by the employer’s want of ordinary care.”

10 124. Cal. Lab. Code § 2802 provides, in relevant part, that:

11 An employer shall indemnify his or her employee for all necessary expenditures or losses
12 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her
13 obedience to the directions of the employer, even though unlawful, unless the employee, at the time
14 of obeying the directions, believed them to be unlawful.

15 125. Further, Cal. Labor Code §2902 additionally provides, in pertinent part: “(c) ... the
16 term ‘necessary expenditures or losses’ shall include all reasonable costs, including but not limited
17 to, attorney’s fees incurred by the employee enforcing the rights granted by this section.”

18 126. California Labor Code section 2804 mandates that this statutory right cannot be
19 waived.

20 127. From time-to-time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
21 Code § 2802, by failing to indemnify and reimburse PLAINTIFF and the members of the
22 CALIFORNIA CLASS for required expenses incurred in the discharge of their job duties for
23 DEFENDANTS’ benefit. DEFENDANTS failed to reimburse PLAINTIFF and the members of the
24 CALIFORNIA CLASS for expenses which included, but were not limited to, costs related to using
25 their personal cellular phone on behalf of and for the benefit of DEFENDANTS. Specifically,
26 PLAINTIFF and the members of the CALIFORNIA CLASS were required by DEFENDANTS to
27 use their personal cell phones to execute their essential job duties on behalf of DEFENDANTS.
28 DEFENDANTS’ practice and procedure was to not reimburse PLAINTIFF and the members of the

1 CALIFORNIA CLASS for expenses resulting from using their personal cellular phones for
2 DEFENDANTS within the course and scope of their employment for DEFENDANTS. These
3 expenses were necessary to complete their principal job duties. DEFENDANTS are estopped by
4 DEFENDANTS' conduct to assert any waiver of their expectation. Although these expenses were
5 necessary expenses incurred by PLAINTIFF and the members of the CALIFORNIA CLASS,
6 DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the members of the
7 CALIFORNIA CLASS for these expenses as an employer is required to do under the laws and
8 regulations of California.

9 128. PLAINTIFF therefore demands reimbursement on behalf of the members of the
10 CALIFORNIA CLASS for expenditures or losses incurred in the discharge of their job duties and
11 on behalf of DEFENDANTS, or his/her obedience to the directions of DEFENDANT, with interest
12 at the statutory rate and costs under Cal. Lab. Code § 2802.

13 **SEVENTH CAUSE OF ACTION**

14 **FOR FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS**

15 **[Cal. Lab. Code §§ 226 and 226.2]**

16 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All DEFENDANTS)**

17 129. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

19 130. Cal. Labor Code § 226 provides that an employer must furnish employees with an
20 "accurate itemized" statement in writing showing:

21 18. Gross wages earned;

22 19. Total hours worked by the employee, except for any employee whose compensation
23 is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of
24 Section 515 or any applicable order of the Industrial Welfare Commission;

25 20. The number of piece-rate units earned and any applicable piece rate if the employee
26 is paid on a piece-rate basis;

27 21. All deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item;

1 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

2 134. Cal. Lab. Code § 200 provides that:

3 As used in this article: (a) "Wages" includes all amounts for
4 labor performed by employees of every description, whether
5 the amount is fixed or ascertained by the standard of time,
6 task, piece, Commission basis, or other method of calculation.
7 (b) "Labor" includes labor, work, or service whether rendered
8 or performed under contract, subcontract, partnership, station
9 plan, or other agreement if the labor to be paid for is
10 performed personally by the person demanding payment.

11 135. Cal. Lab. Code § 201 provides, in relevant part, that "If an employer discharges an
12 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

13 136. Cal. Lab. Code § 202 provides, in relevant part, that:

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

26 137. There was no definite term in PLAINTIFF's or any CALIFORNIA CLASS
27 Members' employment contract.

28 138. Cal. Lab. Code § 203 provides:

1 If an employer willfully fails to pay, without abatement or
2 reduction, in accordance with Sections 201, 201.5, 202, and
3 205.5, any wages of an employee who is discharged or who
4 quits, the wages of the employee shall continue as a penalty
5 from the due date thereof at the same rate until paid or until an
6 action therefor is commenced; but the wages shall not
7 continue for more than 30 days.

8 139. The employment of PLAINTIFF and many CALIFORNIA CLASS Members
9 terminated, and DEFENDANTS has not tendered payment of wages, to these employees who
10 missed meal and rest breaks, as required by law.

11 140. Cal. Lab. Code § 204 provides in part:

12 All wages, ...earned by any person in any employment are due and payable
13 twice during each calendar month, on days designated in advance by the
14 employer as the regular paydays.

15 141. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
16 members of the CALIFORNIA CLASS whose employment has, PLAINTIFF demands up to thirty
17 days of pay as penalty for not paying all wages due at time of termination for all employees who
18 terminated employment during the CLASS PERIOD, and demands an accounting and payment of
19 all wages due, plus interest and statutory costs as allowed by law.

20 **NINTH CAUSE OF ACTION**

21 **Failure To Permit Inspection of Employee Records**

22 **[Cal. Lab. §§ 226, 432, 1198.5 and Applicable IWC Wage Orders]**

23 **(By PLAINTIFF and Against All DEFENDANTS)**

24 142. PLAINTIFF and the other members of the CALIFORNIA CLASS< reallege and
25 incorporate by this reference, as though as though fully set forth herein, the prior paragraphs of
26 this Complaint.

27 143. Labor Code Section 226(b) requires employers to make payroll records available to
28 employees upon reasonable request. Labor Code Section 226(c) further requires that the employer

1 comply with the request for records as soon as practicable, but no later than twenty-one (21) calendar
2 days from the date of request.

3 144. Labor Code Section 432 also entitles an employee to receive copies of any signed
4 documents related to the obtaining or holding of employment.

5 145. Labor Code § 1198.5 states that employees (and former employees) have the right to
6 inspect personnel records maintained by the employer “related to the employee’s performance or to
7 any grievance concerning the employee.” Employers must allow inspection or copying within thirty
8 (30) days of the request.

9 146. The applicable Industrial Welfare Commission Wage Orders require employers to
10 maintain accurate records for employees, including time records, and such records must be made
11 readily available for inspection by the employee upon a reasonable request.

12 147. On September 15, 2025, PLAINTIFF caused a written request via certified mail to
13 be delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including
14 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; (4) time
15 records; and (5) PLAINTIFF’S complete employment file.

16 148. On or about February 9, 2026, PLAINTIFF again caused a verbal request to produce
17 Plaintiff’s Personnel and employment records, including but not limited to: (1) payroll records; (2)
18 employment contracts; (3) itemized pay stubs; (4) time records; and (5) PLAINTIFF’S complete
19 employment file to Defendant’s counsel.

20 149. DEFENDANTS failed to provide and/or make available to PLAINTIFF their
21 personnel records, payroll records, employment contract, and entire employment file within thirty
22 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,
23 DEFENDANT has still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

24 150. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance
25 with California Labor Code Sections 226, 432, 1198.5 and the applicable IWC Wage Orders, and
26 applicable statutory penalties and an award of attorneys’ fees and costs for bringing this action.

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1 **TENTH CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab . Code §§ 2698 ET SEQ. (“PAGA”)]**

4 **(By PLAINTIFF and Against All DEFENDANTS)**

5 151. Plaintiff hereby re-alleges and incorporates by reference the previous paragraphs as
6 though fully set forth herein.

7 152. PAGA is a mechanism by which the State of California itself can enforce state labor
8 laws through the employee suing under the PAGA who do so as the proxy or agent of the state’s
9 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
10 a law enforcement action designed to protect the public and not to benefit private parties. The
11 purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing”
12 citizens as private attorney generals to enforce the Labor Code. In enacting PAGA, the California
13 Legislature specified that “it was ... in the public interest to allow aggrieved employees, acting as
14 private attorneys general to recover civil penalties for Labor Code violations...” “Stats. 2003, ch. 906,
15 § 1. Accordingly, PAGA claims cannot be subject to arbitration.

16 153. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for
17 a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
18 (“LWDA”) or any of its departments, divisions, commissions, boards, agencies, or employees for
19 violation of the Labor Code may, as an alternative, be recovered through civil action brought by an
20 aggrieved employee on behalf of himself or herself and other current or former employees pursuant
21 to the procedures specified in Labor Code § 2699.3.

22 154. For all provisions of the Labor Code except those for which a civil penalty is
23 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
24 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred
25 dollars (\$200) for each aggrieved employee per pay period for each subsequent pay period in which
26 Defendants violated these provisions of the Labor Code.

27 155. Defendants’ conduct violates numerous Wage Orders and Labor Code sections
28 including, but not limited to, the following:

1 a. Violation of Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
2 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6400, 6402, 6407, 6317
3 for failure to timely pay all earned wages (including minimum wage and overtime wages) owed to
4 Plaintiff and other aggrieved employees during employment and upon separation of employment as
5 herein alleged;

6 b. Violation of Labor Code §§ 226.7 and 512 for failure to provide meal periods to
7 Plaintiff and other aggrieved employees failure to pay premium wages for missed meal periods and
8 herein alleged;

9 c. Violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff and other
10 aggrieved employees and failure to pay premium wages for missed rest periods as herein alleged;

11 d. Violation of Labor Code §226 for failure to provide accurate itemized wage
12 statements to Plaintiff and other aggrieved employees as herein alleged;

13 e. Violation of Labor Code § 1174 and 1174.5 for failure to maintain accurate and
14 complete records showing, among other things, the hours worked daily by and the wages paid to
15 aggrieved employees; and

16 f. Violation of Labor Code § 2800 and 2802 for failure to reimburse Plaintiff and other
17 aggrieved employees as herein alleged.

18 g. PLAINTIFF further seeks to recover civil penalties under the Labor Code Private
19 Attorneys General Act of 2004, Labor Code section 2699 et seq., on behalf of himself and all
20 aggrieved employees for DEFENDANTS' violations of California workplace safety laws, including
21 but not limited to Labor Code sections 6400, 6402, and 6407, by failing to furnish and maintain a
22 place of employment that was safe and healthful, failing to adopt and implement adequate safety
23 devices and safeguards, and failing to provide a workplace reasonably free from hazards likely to
24 cause serious injury. PLAINTIFF also seeks civil penalties for violations of Labor Code section
25 6317, to the extent DEFENDANTS retaliated or discriminated against employees for raising
26 complaints regarding unsafe working conditions or for engaging in protected safety-related
27 activities. As a result of these violations, PLAINTIFF and other aggrieved employees are entitled to
28 recover all applicable civil penalties, attorneys' fees, and costs pursuant to Labor Code section 2699.

156. PLAINTIFF is an “AGGRIEVED EMPLOYEE” because he was employed by the alleged violator and had one or more of the violations committed against him, and therefore is properly suited to represent the interest of all the other AGGRIEVED EMPLOYEES.

157. PLAINTIFF has exhausted the procedural requirements under Labor Code § 2699.3 as to DEFENDANTS and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

158. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, PLAINTIFF is entitled to recover civil penalties, in addition to other remedies, for violations of the Labor Code sections cited above.

159. For bringing this action, PLAINTIFF is entitled to attorney's fees and costs incurred herein.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on his own behalf and on behalf of all other similarly situated, prays for judgment against each DEFENDANT, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

A) That the Court certify the First through Ninth Causes of Action by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

C) An order requiring DEFENDANT to pay all wages and all sums unlawfully withheld from compensation due to PLAINTIFF and the other members of the CALIFORNIA CLASS;

D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFF and to the other members of the CALIFORNIA CLASS; and,

E) Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due PLAINTIFF and the other members of the CALIFORNIA CLASS, during the applicable CALIFORNIA CLASS PERIOD plus interest thereon at the statutory rate;

1 F) For economic and/or special damages in an amount according to proof with interest
2 thereon;

3 G) The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
4 which a violation occurs and one hundred dollars (\$100) per each member of the CALIFORNIA
5 CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four
6 thousand dollars (\$4,000), and an award of costs for violation of Cal. Lab. Code § 226;

7 H) Meal and rest period compensation pursuant to California Labor Code Sections
8 226.7, 512 and the applicable IWC Wage Order; and

9 I) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197.

10 J) For Statutory penalties to the extent permitted by law, including those pursuant to
11 the Labor Code and IWC Wage Orders;

12 2. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

13 a. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
14 General Act of 2004; and

15 b. An Award of penalties, attorneys' fees, and costs of suit, as allowable under the law.

16 3. On all claims:

17 A) An award of interest, including prejudgment interest at the legal rate;

18 B) Such other and further relief as the Court deems just and equitable; and,

19 C) An award of penalties, attorneys' fees, and cost of suit, as allowable under the law,
20 including, but not limited to, pursuant to Labor Code §203, §204, §226, §1194, §2699 *et seq.*,
21 and/or §2802.

22 D) For prejudgment and post judgment interest on each of the foregoing at the legal
23 rate from the date the obligation became due through the date of judgment in this matter.

24 E) For any other relief that is just and proper.

25 ///

26 ///

27 ///

28 ///

1 Dated: March 25, 2026

2 **BARVIÉ LAW, APC**

3
4 By 
5 NICOLE BARVIÉ, Esq.

6 Attorneys for Plaintiff(s)

7 **DEMAND FOR JURY TRIAL**

8 Plaintiff hereby demands trial by jury in this action.

9 Dated: March 25, 2026

10 **BARVIÉ LAW, APC**

11
12 By 
13 NICOLE BARVIÉ, Esq.

14 Attorneys for Plaintiff

EXHIBIT 1

(LWDA NOTICE)

November 14, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

MLRRM, Inc. dba Motherlode Rock N Ready Mix

204 West Spear Street #4137

Carson City, NV 89703

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2730 3450 76

High Sierra Industries, Inc.

204 West Spear Street #4273

Carson City, NV 89703

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2730 3450 69

Re: Notice of Violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6400, 6402, 6407, 6317 and Violation of Applicable Industrial Welfare Commission Wage Order(s), Pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2699, et seq.

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff MICHAEL ROBBINS ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant MLRRM, INC. DBA MOTHERLODE ROCK N READY MIX ("MLRRM") and Defendant HIGH SIERRA INDUSTRIES, INC. ("High Sierra") (hereinafter, collectively, "Defendants") in California from October 10, 2022 through July 21, 2025 as a Ready Mix Truck Driver and worked at Defendants' facility at 1000 Father Lode Drive, Placerville, CA 95667. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246,





510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2810.5, 6400, 6402, 6407, 6317. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendants MLRRM and/or High Sierra who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees of Defendants in California from November 14, 2024 to present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants MLRRM, Inc. dba Motherlode Rock N Ready Mix and High Sierra Industries, Inc., as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for necessary business expenses, failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate, and failed to timely pay all final wages upon separation from employment. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to minimize labor costs, avoid paying required wage premiums and penalties, and thereby gain an unfair competitive advantage over compliant employers.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6400, 6402, 6407, 6317 and the applicable IWC Wage Order(s).

Meal and Rest Period Violations

Meal Period Violations:

During the last year, as a result of the rigorous work schedules and the nature of their job duties, Plaintiff and other Aggrieved Employees were routinely unable to take thirty (30) minute off-duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff was employed as a Ready Mix Truck Driver, whose primary job duties included transporting ready mix concrete from Defendants' Placerville facility to various job sites. Plaintiff's responsibilities involved not only driving but continuously monitoring the truck during transport and unloading to ensure the mix remained usable and did not harden. Because of the nature of the concrete product, Plaintiff was required to remain with the truck at all times, leaving no opportunity for meal or rest breaks, or duty-free meal and rest breaks.

Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during shifts without receiving a compliant meal break. Plaintiff routinely worked ten (10) to seventeen (17) hour days without a single uninterrupted break. Meals were taken while driving. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for workdays in which these employees were required by Defendants to work ten (10) or more hours of work.



Although second meal breaks were often due (approximately 40% of shifts), they were never authorized nor provided. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed "on-duty" meal period exception. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks was a result of company policy and inadequate staffing practices, not employee choice.

As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice. Defendants never paid the one-hour premium for each non-compliant meal period. This violates Labor Code §§ 226.7, 512 and 558 and the applicable IWC Wage Order.

Rest Period Violations

Plaintiff and other Aggrieved Employees were routinely denied their paid ten (10) minute rest periods for every four (4) hours worked or major fraction thereof. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required rest breaks was a result of company policy and inadequate staffing practices, not employee choice. Plaintiff received no rest periods whatsoever throughout his employment.

This failure to provide compliant rest breaks is directly connected to Cal/OSHA heat illness prevention violations. Plaintiff and other Aggrieved Employees were regularly required to work in extreme heat conditions without any opportunity to rest or cool off. Plaintiff was instructed to carry his own packs of water but was never provided with compliant cool-down rest breaks under Cal/OSHA's Heat Illness Prevention Standards. Defendant employed employees in higher-risk outdoor places of employment governed by cal. Code Regs., tit. 8, §3395.

This practice was recently acknowledged by Defendants in a text/email bulletin sent to employees, further confirming non-compliance.

No premium pay was ever provided for these missed rest breaks. This violates Labor Code §§ 226.7 and 558 and the applicable IWC Wage Order.

Unpaid Wages

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform work while not clocked in, specifically during what should have been off-duty meal periods. Plaintiff and other Aggrieved Employees were required to eat while driving and continuously monitor the truck during transport and unloading to ensure the ready mix concrete remained usable and did not harden. This work was uncompensated, resulting in minimum wage and overtime violations. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of



overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, working during meal periods while driving and monitoring their trucks. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Failure to Pay Overtime and Double Time

State law provides that employees must be paid overtime at one-and-one-half times their regular rate of pay for hours worked in excess of eight (8) hours per day or forty (40) hours per week, and double time at two times their regular rate of pay for hours worked in excess of twelve (12) hours in a single day. During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees proper overtime compensation for hours over eight (8) in a day or forty (40) in a week. Critically, Defendants failed to pay double time compensation for hours worked in excess of twelve (12) in a single day, a common occurrence for Plaintiff and other Aggrieved Employees. Plaintiff routinely worked ten (10) to seventeen (17) hour days. Defendants have acknowledged underpayment of applicable overtime rates. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime and double time without compensation at the correct rates. This violates Labor Code §§ 510, 558, 1194, 1197, and 1198.

Regular Rate Violations - Overtime and Double Time

From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked. When overtime was paid, it was calculated incorrectly. Specifically, when Plaintiff and other Aggrieved Employees earned multiple rates of pay in a single pay period (such as Plaintiff's regular pay versus higher "project work" pay), Defendants failed to calculate the "regular rate of pay" by using a weighted average, as required by law. For example, Plaintiff's wage statements reflect regular pay at \$36.00 per hour and project work at \$54.01 per hour during the same pay period, with overtime calculated at \$54.00 per hour and \$67.51 per hour for project work, rather than using a blended regular rate that accounts for all compensation earned.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime and/or double time and earned wages at multiple rates, Defendants failed to accurately calculate the "regular rate of pay" by using a weighted average of all rates worked. The failure to do so has resulted in a systematic underpayment of all overtime and double-time wages. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime and double time without compensation at the correct rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked in accordance with applicable law is evidenced by Defendants' business records. This violates Labor Code §§ 510, 558, 1194, 1197, and 1198.

Unreimbursed Business Expenses

Defendants, as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions,



believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones. Specifically, Plaintiff and other Aggrieved Employees were required to use their personal smartphones to clock in and out via the "BBSI/myBBSI" timekeeping application. This was a necessary condition of employment. Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones in order to perform work related tasks. However, Defendants unlawfully failed to provide sufficient reimbursement to Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones. Although Defendants provided a reimbursement of \$20 per month, this amount was insufficient to cover a reasonable portion of the costs associated with the phone and data plan required to operate the timekeeping application. Furthermore, this reimbursement was not properly itemized on employee wage statements, which is a related violation. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, all on behalf of and for the benefit of Defendants. Defendants' uniform policy and practice to shift these business costs onto Plaintiff and other Aggrieved Employees without full reimbursement is evidenced by Defendants' business records and wage statements. This violates Labor Code §§ 2802 and 226.

Inaccurate Wage Statements and Record-Keeping Violations

California Labor Code Section 226 requires an employer to furnish its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (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 the employee's 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.

From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were not paid for all hours worked, or were not paid correctly for overtime and double time, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, the total hours worked, all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct gross and net wages earned, and proper itemization of all forms of compensation including business expense reimbursements.

Specifically, Defendants' wage statements violated Labor Code Section 226(a) in the following ways:

- **Failure to show total hours worked:** Because Plaintiff and other Aggrieved Employees performed uncompensated off-the-clock work during meal periods while driving and monitoring their trucks, the wage statements failed to accurately reflect the total hours actually worked.
- **Failure to show correct gross and net wages earned:** Because Defendants failed to pay meal and rest period premiums, failed to pay for all off-the-clock work, failed to pay overtime and double time at correct rates, and failed to calculate overtime using the proper weighted average regular rate when multiple rates were paid in a single pay period, the wage statements provided inaccurate gross and net wages earned.
- **Failure to list all applicable hourly rates and hours worked at each rate:** When Plaintiff and other Aggrieved Employees earned multiple rates of pay in a single pay period (such as regular pay at \$36.00 per hour and project work at \$54.01 per hour), Defendants failed to properly calculate and display the blended regular rate required



for overtime calculations, and failed to accurately list the corresponding hours worked at each applicable rate.

- Failure to itemize business expense reimbursements: Defendants provided Plaintiff and other Aggrieved Employees with a \$20 monthly cell phone reimbursement but failed to separately itemize this reimbursement on wage statements as required. This reimbursement does not appear as a distinct line item on Plaintiff's wage statements, preventing employees from verifying that proper reimbursement was provided pursuant to Labor Code Section 2802.

These failures to provide complete and accurate wage statements are knowing and intentional. Defendants' violations were not isolated or inadvertent, but rather were the result of systematic policies and practices designed to minimize labor costs. The inaccurate wage statements prevented Plaintiff and other Aggrieved Employees from easily determining whether they were paid correctly for all hours worked, all overtime and double time owed, all meal and rest period premiums due, and all business expense reimbursements required by law.

Labor Code Section 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to employees. These records shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other Aggrieved Employees, including earned and unpaid overtime, double time, meal and rest period premiums, and off-the-clock work.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Sections 226 and 1174. Defendants' uniform policy and practice to provide inaccurate wage statements and maintain incomplete payroll records is evidenced by Defendants' business records and wage statements.

Untimely Payment of Final Wages

Pursuant to California Labor Code Section 202, if an employee 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." Plaintiff Michael Robbins voluntarily quit his employment with Defendants on July 21, 2025. As such, Defendants were required to pay all final wages due to Plaintiff within seventy-two (72) hours of his separation.

However, because Defendants failed to pay Plaintiff all wages owed during the course of his employment—including earned and unpaid overtime, double time, meal period premium wages, rest period premium wages, and unreimbursed business expenses as discussed above—Defendants consequently failed to pay all wages due at the time of Plaintiff's separation from employment. The final wages tendered to Plaintiff did not include the substantial amounts owed for these systematic wage and hour violations.

This failure to tender full and final payment within the statutory timeframe triggers waiting time penalties under Labor Code Section 203, which provides that an employee is entitled to continue receiving his or her daily rate of pay for each day the wages remain unpaid, up to a maximum of thirty (30) days. Plaintiff's daily rate of pay was calculated at eight (8) hours multiplied by his hourly rate of \$36.00 per hour, or \$288.00 per day.

Upon information and belief, Defendants similarly failed to timely pay other Aggrieved Employees all wages due at the separation of their employment based on the time frames required by Labor Code §§ 201-203. Because Defendants systematically failed to pay Aggrieved Employees all wages due during the course of their employment, Defendants failed to tender full and complete final wages at the time of separation, whether by discharge or voluntary quit. This failure is derivative of Defendants' other unpaid wage violations detailed herein.



This violates Labor Code §§ 201, 202, 203, and 210.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to, 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code to the extent that are applicable to this case and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of himself and other aggrieved employees.

We invite Defendants or their attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

Nicole Barvié, Esq.
Barvié Law, APC
Attorney for Plaintiff

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