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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

JAVIER ORTIGOSA and YSAÍAS JOEL
NOLASCO; individually and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

SID CEBALLOS CONSTRUCTION, INC.,
a California corporation; SID CEBALLOS,
an individual; JACOBO CEBALLOS, an
individual; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 26CV484822

**PAGA REPRESENTATIVE ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)
- (9) Violation of Cal. Business & Professions Code § 17200, et seq.
- (10) Violation of Cal. Labor Code § 2699, (Private Attorneys General Act)

Plaintiffs JAVIER ORTIGOSA and YSAIAS JOEL NOLASCO (collectively “Plaintiffs”), in their individual capacity and on behalf of other members of the general public similarly situated, and as a private attorney general, based upon facts that either have evidentiary support or are likely to have evidentiary support after a reasonable opportunity for further investigation and discovery, alleges as follows:

JURISDICTION AND VENUE

1. Plaintiffs bring this Action against Defendants SID CEBALLOS CONSTRUCTION, INC., SID CEBALLOS, JACOBO CEBALLOS and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiffs' Tenth Cause of Action is brought as a representative action on behalf of themselves and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the "Aggrieved Employees") pursuant to California Labor Code sections 2698, *et seq.*, the Private Attorney General Act ("PAGA"). Plaintiffs are aggrieved employees against whom each of the alleged violations occurred. The civil penalties sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. The Court has jurisdiction over this Action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this Action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or

1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and
3 substantial justice.

4 5. Venue is proper in this Court because, upon information and belief, Defendants
5 maintain offices, have agents, and/or transact business in the State of California, County of Santa
6 Clara.

7 **PARTIES**

8 6. Plaintiff JAVIER ORTIGOSA is an individual residing and/or employed in the
9 County of Santa Clara, State of California.

10 7. Plaintiff YSAIAS JOEL NOLASCO is an individual residing and/or employed in
11 the County of Santa Clara, State of California.

12 8. Defendant SID CEBALLOS CONSTRUCTION, INC. is, and at all times herein
13 mentioned was, a corporation organized and existing under the laws of the State of California and
14 registered to do business in the State of California.

15 9. Defendant SID CEBALLOS is, on information and belief, a California resident
16 and does business in California. On information and belief, at all relevant times, Defendant SID
17 CEBALLOS has been an owner, director, officer, or managing agent of SID CEBALLOS
18 CONSTRUCTION, INC.

19 10. Defendant JACOBO CEBALLOS is, on information and belief, a California
20 resident and does business in California. On information and belief, at all relevant times,
21 Defendant JACOBO CEBALLOS has been an owner, director, officer, or managing agent of SID
22 CEBALLOS CONSTRUCTION, INC.

23 11. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive,
24 and therefore sue these defendants by such fictitious names. The Doe defendants may be
25 individuals, partnerships, or corporations. Plaintiffs are informed and believe, and thereon allege,
26 that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent,
27 servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at
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1 all times mentioned acting within the scope, purpose, consent, knowledge, ratification and
2 authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend
3 this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed
4 and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible
5 in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged
6 were proximately caused by its conduct. SID CEBALLOS CONSTRUCTION, INC., SID
7 CEBALLOS, JACOBO CEBALLOS and Doe Defendants 1 through 50 are collectively referred
8 to herein as "Defendants".

9 12. Defendants are, and at all times herein mentioned were, (a) conducting business
10 in the County of Santa Clara, State of California, and (b) the employer of Plaintiffs consistent
11 with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage
12 Orders").

13 13. Section 558.1 of the California Labor Code provides that "any employer or other
14 person acting on behalf of an employer, who violates, or causes to be violated, any provision
15 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
16 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or
17 2802, may be held liable as the employer for such violation." (*Lab. Code* § 558.1(a).)

18 14. Plaintiffs are informed and believes, and thereon alleges, that Defendants, and
19 each of them, are subject to civil penalties for their failure to pay Plaintiffs and the Aggrieved
20 Employees, defined below, the appropriate wages as complained of herein and proximately
21 caused the complaints, injuries, and damages alleged herein.

22 15. At all relevant times, Defendant SID CEBALLOS and JACOBO CEBALLOS
23 were owners, directors, officers, or managing agents of SID CEBALLOS CONSTRUCTION,
24 INC. As elaborated below, Defendants SID CEBALLOS and JACOBO CEBALLOS caused the
25 violations of the *Labor Code* underlying this class action complaint. On information and belief,
26 their direct involvement in such violations included, but was not limited to: requiring Plaintiffs
27 and the Aggrieved Employees to clock out prior to engaging in work duties; requiring Plaintiffs
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1 and the Aggrieved Employees attend work meeting after clocking out for the day; requiring
2 Plaintiffs and the Aggrieved Employees to travel to and from work sites without compensation;
3 assigning Plaintiffs and the Aggrieved Employees job duties which denied them legally-
4 compliant meal and rest breaks; creating and enforcing policies and procedures which denied
5 Plaintiffs and the Aggrieved Employees legally-compliant meal and rest breaks; creating and
6 enforcing policies and procedures which resulted in Defendants failing to pay Plaintiffs and the
7 Aggrieved Employees for all hours worked and for overtime work at the overtime bonus rate;
8 failing to reimburse Plaintiffs and the Aggrieved Employees for business-related expenses; back-
9 dating late-issued checks for Plaintiffs and the Aggrieved Employees to create the appearance of
10 compliance with the *Labor Code*, among other such acts and omissions.

11 **GENERAL ALLEGATIONS**

12 16. Defendants operate as a commercial structural concrete company with a principal
13 location located at 16250 Vineyard Blvd., Morgan Hill, CA 95037. Defendants specialize in cast-
14 in-place structural concrete, but they also offer shotcrete and sitework concrete services.
15 Defendants carry out commercial concrete projects of varying scope all throughout California.

16 17. Defendants employed Plaintiff JAVIER ORTIGOSA (“Mr. Ortigosa”) from on or
17 about June 14, 2022 to July 14, 2025 as an hourly, non-exempt employee with the title “general
18 laborer/carpenter.” Plaintiff YSAIAS JOEL NOLASCO (“Mr. Nolasco”) worked for Defendants
19 from about August 2022 to December 2024 as an hourly, non-exempt employee in the position
20 of “foreman.”

21 18. At all relevant times set forth herein, Defendants employed Plaintiffs, and the
22 Aggrieved Employees as hourly-paid or non-exempt employees.

23 19. Throughout the time period involved in this case, Defendants had the authority to
24 hire and terminate Plaintiffs and the Aggrieved Employees; to directly or indirectly control work
25 rules, working conditions, wages, working hours, and conditions of employment of Plaintiffs and
26 the Aggrieved Employees; and to hire and terminate the employment of Plaintiffs and the
27 Aggrieved Employees.

1 20. At all times herein mentioned, Defendants were subject to the Labor Code of the
2 State of California and the applicable Industrial Welfare Commission Orders.

3 21. Plaintiffs are informed and believes, and thereon alleges that Defendants engaged
4 in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
5 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
6 Plaintiffs and the Aggrieved Employees to work off-the-clock without compensation, thereby
7 failing to pay them for all hours worked, including minimum and overtime wages. Defendants
8 also implemented policies that prohibited Plaintiffs and the Aggrieved Employees from
9 accurately recording the actual time worked, resulting in a failure to pay Plaintiffs and the
10 Aggrieved Employees all wages owed. In addition, Defendants routinely failed to permit
11 Plaintiffs and the Aggrieved Employees to take timely and duty-free meal periods and rest periods
12 in violation of California law. Defendants also failed to reimburse Plaintiffs and the Aggrieved
13 Employees for all necessary business-related expenses, and failed to pay wages owed upon
14 termination of employment.

15 **A. Defendants Fail to Compensate Employees for All Hours Worked and Deny**
16 **Employees Overtime Bonus Compensation**

17 22. Defendants regularly required Plaintiffs and Aggrieved Employees to work more
18 than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime
19 compensation for such work. In addition, Defendants regularly required Plaintiffs and Aggrieved
20 Employees to work off-the-clock in order to complete their duties and responsibilities. Defendants
21 required Plaintiffs and Aggrieved Employees to attend daily meetings, but each employee was
22 required to clock out prior to attending the meeting. This resulted in Plaintiffs and Aggrieved
23 Employees to work without compensation, and without the overtime bonus compensation
24 required for work eight (8) hours in a day or forty (40) hours in a workweek.

25 23. In addition, Defendants regularly required Plaintiffs and Aggrieved Employees to
26 travel to various construction project sites. However, Defendants failed to compensate Plaintiffs
27 and Aggrieved Employees for travel time to and from such job sites.

1 24. As elaborated above, throughout the time period involved in this case, Defendants
2 regularly required Plaintiffs and the Aggrieved Employees to perform work off-the-clock,
3 including travel time and attending workplace meetings at the end of each work shift. To do so,
4 Plaintiffs and the Aggrieved Employees were regularly required to perform work off-the-clock
5 for which they were not compensated.

6 25. Throughout the time period involved in this case, Defendants implemented
7 policies that prohibited Plaintiff, the Class, and the Aggrieved Employees from accurately
8 recording the actual time worked, resulting in a failure to pay Plaintiffs and the Aggrieved
9 Employees all wages owed.

10 26. Throughout the time period involved in this case, Plaintiff, the Class, and the
11 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
12 week.

13 27. Throughout the time period involved in this case, Defendants regularly failed to
14 pay all overtime compensation owed to Plaintiffs and the Aggrieved Employees when they
15 worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single work
16 week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a single
17 work week. Defendants knew or should have known that Plaintiffs and the Aggrieved Employees
18 were entitled to receive certain wages for overtime compensation and that they were not receiving
19 wages for overtime compensation.

20 28. Throughout the time period involved in this case, Defendants failed to pay
21 overtime to Plaintiffs and the Aggrieved Employees for all overtime hours worked based on
22 regular rates of pay correctly calculated to include all applicable remuneration.

23 29. Throughout the time period involved in this case, Defendants regularly failed to
24 pay Plaintiffs and the Aggrieved Employees at least minimum wages for all hours worked.
25 Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were
26 entitled to receive at least minimum wages for all hours worked and that they were not receiving
27 at least minimum wages for all hours worked. Defendants' failure to pay minimum wages
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1 included, *inter alia*, failing to pay Plaintiffs and the Aggrieved Employees at the required
2 minimum wage pursuant to California law, requiring Plaintiffs and the Aggrieved Employees to
3 perform work off-the-clock.

4 **B. Defendants Deny Employees Meal and Rest Breaks, or Premium Payment in**
5 **Lieu Thereof**

6 30. Throughout the time period involved in this case, Defendants have implemented
7 policies and practices which failed to provide Plaintiffs and the Aggrieved Employees with timely
8 and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs and the Aggrieved
9 Employees of all duties during their meal periods, regularly failed to relinquish control over
10 Plaintiffs and the Aggrieved Employees during their meal periods, regularly failed to permit
11 Plaintiffs and the Aggrieved Employees a reasonable opportunity to take their meal periods, and
12 regularly impeded or discouraged Plaintiffs and the Aggrieved Employees from taking thirty (30)
13 minute uninterrupted meal breaks no later than the end of their fifth hour of work and/or from
14 taking a second thirty (30) minute uninterrupted meal break no later than their tenth hour of work
15 for shifts lasting more than ten (10) hours. Defendants also failed to maintain accurate records of
16 meal periods taken by Plaintiffs and the Aggrieved Employees.

17 31. As an illustration, Defendants maintain a policy and practice of scheduling
18 material and tool deliveries during the time assigned as a meal break for the work crews. As such,
19 Plaintiffs and the Aggrieved Employees were regularly required to stop their meal break prior to
20 completing a full thirty minutes without work duties, and handle tasks relating to the delivery of
21 materials and tools. At other times, Defendants ordered Plaintiffs and the Aggrieved Employees
22 to take a meal break after the end of the fifth hour of work, despite the written scheduling listing
23 a meal break earlier in the day.

24 32. Throughout the time period involved in this case, Defendants did not adequately
25 inform Plaintiffs and the Aggrieved Employees of their right to take meal periods under California
26 law. Moreover, Defendants systematically disregarded their own written policies regarding the
27 provision and timing of meal periods for Plaintiffs and the Aggrieved Employees. Instead,
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1 Defendants' actual policy and practice was to schedule Plaintiffs and the Aggrieved Employees
2 in a way that prohibited them from taking timely and duty-free meal periods, and to require
3 Plaintiff, the Class, and the Aggrieved Employees to work through their meal periods, for which
4 they were not compensated.

5 33. Throughout the time period involved in this case, Defendants failed to pay
6 Plaintiff, the Class, and the Aggrieved Employees premium wages for meal periods that were
7 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
8 have known that Plaintiff, the Class, and the Aggrieved Employees were entitled to receive all
9 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
10 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
11 routinely failed to provide legally compliant meal periods to Plaintiffs and the Aggrieved
12 Employees, and routinely failed to pay one additional hour of pay to Plaintiffs and the Aggrieved
13 Employees at their regular rate of pay when a meal period was missed, short, late, and/or
14 interrupted.

15 34. Throughout the time period involved in this case, Defendants have implemented
16 policies and practices which prohibited Plaintiffs and the Aggrieved Employees from taking
17 timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and permit
18 Plaintiffs and the Aggrieved Employees to take full, uninterrupted, off-duty rest periods for every
19 shift lasting three and one-half (3.5) to six (6) hours and/or two full, uninterrupted, off-duty rest
20 periods for every shift lasting six (6) to ten (10) hours, and failed to make a good faith effort to
21 authorize, permit, and provide such rest breaks in the middle of each work period. Stated simply,
22 Defendants maintain an actual policy and practice of denying employees all rest breaks.

23 35. For instance, during his employment, Mr. Nolasco attempted to provide members
24 of his crew with a 10-minute rest break during the workday. In response, JACOBO CEBALLOS
25 refused to permit Mr. Nolasco and his crew to go on break, claiming that workers were only
26 allowed rest breaks if the temperature rose above 95°F. In addition, JACOBO CEBALLOS
27 ordered Mr. Nolasco and his crew to work 10 extra minutes that day to "make up" for the time
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1 they were not working.

2 36. Throughout the time period involved in this case, Defendants did not adequately
3 inform Plaintiffs and the Aggrieved Employees of their right to take rest periods under California
4 law. Moreover, Defendants systematically disregarded their own written policies regarding the
5 provision and timing of rest periods for Plaintiffs and the Aggrieved Employees. Instead,
6 Defendants' actual policy and practice was to schedule Plaintiffs and the Aggrieved Employees
7 in a way that regularly prohibited them from taking timely and duty-free rest periods, and to
8 regularly require Plaintiffs and the Aggrieved Employees to work through their rest periods.

9 37. Throughout the time period involved in this case, Defendants failed to pay
10 Plaintiffs and the Aggrieved Employees premium wages for rest periods that were missed, late,
11 interrupted, or shortened in violation of California law. Defendants knew or should have known
12 that Plaintiffs and the Aggrieved Employees were entitled to receive all rest periods or payment
13 of one additional hour of pay at their regular rate of pay when a rest period was missed, short,
14 late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely failed to authorize
15 and permit Plaintiffs and the Aggrieved Employees to take duty-free rest periods, and failed to
16 pay one additional hour of pay to Plaintiffs and the Aggrieved Employees at their regular rate of
17 pay when a rest period was missed, short, late, and/or interrupted.

18 **C. Defendants Fail Timely to Pay Wages During Employment and at Time of**
19 **Termination**

20 38. Throughout the time period involved in this case, Defendants regularly failed to
21 pay Plaintiffs and the Aggrieved Employees all wages within any time permissible under
22 California law, including, *inter alia*, California Labor Code section 204. Defendants knew or
23 should have known that Plaintiffs and the Aggrieved Employees were entitled to receive all wages
24 owed to them during their employment. Plaintiffs and the Aggrieved Employees did not receive
25 payment of all wages, including overtime compensation, minimum wages, meal and rest period
26 premiums during their employment.

27 39. Defendants failed to timely provide Plaintiffs and Aggrieved Employees their
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1 paychecks on a regular basis, in violation of Labor Code section 204. Defendants' stated payroll
2 policy required the issuance of weekly paychecks to Plaintiffs and Aggrieved Employees.
3 However, Defendants regularly issued paychecks about one week after they were supposed to be
4 given to Plaintiffs and Aggrieved Employees, in violation of the time limit set forth in California
5 Labor Code section 204(d). At times, Defendants issued checks that could not be cashed, and
6 "bounced" due to lack of funds, further delaying payment to Plaintiffs and Aggrieved Employees.
7 Regardless, Defendants backdated its late-issued checks to create the appearance of compliance
8 with California Labor Code section 204.

9 40. Throughout the time period involved in this case, Defendants regularly failed to
10 pay Plaintiffs and the Aggrieved Employees all wages owed to them upon discharge or
11 resignation. Defendants knew or should have known that Plaintiffs and the Aggrieved Employees
12 were entitled to receive all wages owed to them upon termination within the time permissible
13 under California Labor Code section 202. Plaintiffs and the Aggrieved Employees did not receive
14 payment of all final wages owed to them upon discharge or resignation, including meal and rest
15 break premiums, overtime compensation and minimum wages within any time permissible under
16 California Labor Code section 202.

17 **D. Defendants Fail to Provide Accurate Itemized Wage Statements**

18 41. Throughout the time period involved in this case, Defendants regularly failed to
19 provide complete or accurate wage statements to Plaintiffs and the Aggrieved Employees.
20 Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were
21 entitled to receive complete and accurate wage statements in accordance with California law, but,
22 in fact, they did not receive complete and accurate wage statements from Defendants. The
23 deficiencies included, *inter alia*, the failure to include the total number of hours worked, total
24 number of overtime hours works, the actual gross wages earned, the correct rates of pay, and meal
25 and rest break premiums.

26 42. Throughout the time period involved in this case, Defendants regularly failed to
27 keep complete or accurate payroll records for Plaintiffs and the Aggrieved Employees.
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1 Defendants knew or should have known that Defendants were required to keep complete and
2 accurate payroll records for Plaintiffs and the Aggrieved Employees in accordance with California
3 law, but, in fact, did not keep complete and accurate payroll records.

4 43. Throughout the time period involved in this case, Defendants regularly failed to
5 maintain accurate records relating to Plaintiffs' and the Aggrieved Employees' work periods,
6 meal periods, total daily hours, hours per pay period, and applicable pay rates.

7 **E. Defendants Require Employees to Incur Business Expenses Without**
8 **Reimbursement**

9 44. Throughout the time period involved in this case, Defendants failed to reimburse
10 Plaintiff, the Class, and the Aggrieved Employees for all necessary business-related expenses,
11 including but not limited to travel and mileage expenses for work performed at construction sites,
12 expenses for materials (plastic, tape, paint, etc.), and cell phones and data plans.

13 45. Defendants knew or should have known that Defendants were required to
14 reimburse Plaintiffs and the Aggrieved Employees for all necessary business-related expenses
15 and costs, but, in fact, failed to do so in violation of California law. Defendants had the financial
16 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
17 falsely represented to Plaintiffs and the Aggrieved Employees that they paid all wages owed to
18 them, all in order to increase Defendants' profits.

19 46. The Aggrieved Employees are defined as "All other nonexempt, hourly
20 employees, current and former, who were employed by Defendants from November 11, 2024
21 through final disposition of this action."

22 47. California Labor Code section 218 states that nothing in Article 1 of the Labor
23 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
24 to him [or her] under this article."

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1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime)**

3 **(Against All Defendants)**

4 48. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 49. California Labor Code section 1198 and the applicable Industrial Welfare
7 Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without
8 compensating them at a rate of pay either time-and-one-half or two-times that person’s regular
9 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

10 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
11 were required to pay Plaintiffs and the Aggrieved Employees employed by Defendants, and
12 working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
13 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
14 forty (40) hours in a workweek.

15 51. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiffs and the Aggrieved Employees overtime compensation at a rate of two
17 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for
18 all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

19 52. California Labor Code section 510 codifies the right to overtime compensation at
20 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
21 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
22 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
23 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 53. During the relevant time period, Plaintiffs and the Aggrieved Employees regularly
25 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

26 54. During the relevant time period, Defendants intentionally and willfully failed to
27 pay overtime wages owed to Plaintiffs and the Aggrieved Employees.
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55. Defendants' failure to pay Plaintiffs and the Aggrieved Employees the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

56. Pursuant to California Labor Code section 1194, Plaintiffs and the Aggrieved Employees are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a) – Unpaid Meal Period Premiums)
(Against All Defendants)

57. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and every allegation set forth above.

58. At all relevant times, the relevant IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and the Aggrieved Employees' employment by Defendants.

59. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

60. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

61. At all relevant times, California Labor Code section 512(a) further provides that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than

1 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
2 the employee only if the first meal period was not waived.

3 62. During the relevant time period, Plaintiffs and the Aggrieved Employees who were
4 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
5 legally mandated meal periods by mutual consent, were required to work for periods longer than
6 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

7 63. During the relevant time period, Plaintiffs and the Aggrieved Employees who were
8 scheduled to work for a period of time in excess of ten (10) hours were required to work for
9 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
10 thirty (30) minutes.

11 64. During the relevant time period, Defendants intentionally and willfully required
12 Plaintiffs and the Aggrieved Employees to miss their meal periods and to take meal periods that
13 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the Aggrieved
14 Employees the full meal period premium for missed, shortened, late, or interrupted meal periods.

15 65. During the relevant time period, Defendants failed to pay Plaintiffs and the
16 Aggrieved Employees the full meal period premiums due pursuant to California Labor Code
17 section 226.7.

18 66. Defendants' conduct violates the applicable IWC Wage Order and California
19 Labor Code sections 226.7 and 512(a).

20 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
21 226.7(b), Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants one
22 additional hour of pay at the employee's regular rate of compensation for each workday that the
23 meal period was not provided.

24 **THIRD CAUSE OF ACTION**

25 **(Violation of California Labor Code § 226.7 – Unpaid Rest Period Premiums)**

26 **(Against All Defendants)**

27 68. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
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every allegation set forth above.

69. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the Aggrieved Employees' employment by Defendants.

70. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

72. During the relevant time period, Defendants required Plaintiffs and the Aggrieved Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

73. During the relevant time period, Defendants willfully required Plaintiffs and the Aggrieved Employees to work during rest periods, failed to allow Plaintiffs and the Aggrieved Employees to take any rest period and/or failed to authorize and permit Plaintiffs and the Aggrieved Employees to take uninterrupted, duty-free rest breaks.

74. During the relevant time period, Defendants failed to pay Plaintiffs and the Aggrieved Employees the full rest period premium due pursuant to California Labor Code section 226.7 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and the Aggrieved Employees from taking uninterrupted rest periods.

75. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section

226.7(b), Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each workday that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, & 1197.1 – Unpaid Minimum Wages)

(Against All Defendants)

77. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and every allegation set forth above.

78. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees and the payment of a lesser wage than the minimum so fixed is unlawful.

79. During the relevant time period, Defendants regularly failed to pay minimum wage to Plaintiffs and the Aggrieved Employees as required pursuant to California Labor Code sections 1194, 1197, and 1197.1.

80. Defendants' failure to pay Plaintiffs and the Aggrieved Employees the minimum wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiffs and the Aggrieved Employees are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

81. Pursuant to California Labor Code section 1194.2, and the Aggrieved Employees are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201, 202, 203 – Waiting Time Penalties)

(Against All Defendants)

82. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 83. At all relevant times herein set forth, California Labor Code sections 201 and 202
2 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately, and if an employee quits his or her employment, his
4 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
5 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
6 the employee is entitled to his or her wages at the time of quitting.

7 84. During the relevant time period, the employment of Plaintiffs and many of the
8 Aggrieved Employees with Defendants ended, *i.e.* was terminated by quitting or discharge.
9 Defendants intentionally and willfully failed to pay Plaintiffs and the Aggrieved Employees who
10 are no longer employed by Defendants all of their wages, earned and unpaid, including but not
11 limited to minimum wages, straight time wages, overtime wages, and meal and rest break
12 premiums, within seventy-two (72) hours of their leaving Defendants' employ.

13 85. Defendants' failure to pay Plaintiffs and the Aggrieved Employees who are no
14 longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours
15 of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and
16 202.

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

21 87. Plaintiffs and the Aggrieved Employees who are no longer employed by
22 Defendants are entitled to recover from Defendants the statutory penalty wages for each day they
23 were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

24 **SIXTH CAUSE OF ACTION**

25 **(Violation of California Labor Code §§ 204 and 210 – Failure to Pay Timely Wages)**

26 **(Against All Defendants)**

27 88. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
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1 every allegation set forth above.

2 89. At all times herein set forth, California Labor Code section 204 provides that all
3 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
4 calendar month, other than those wages due upon termination of an employee, are due and payable
5 between the 16th and 26th day of the month during which the labor was performed.

6 90. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned by any person in any employment between the 16th and the last day, inclusive, of
8 any calendar month, other than those wages due upon termination of an employee, are due and
9 payable between the 1st and the 10th day of the following month.

10 91. At all times herein set forth, California Labor Code section 204 provides that all
11 wages earned for labor in excess of the normal work period shall be paid no later than the payday
12 for the next regular payroll period.

13 92. During the relevant time period, Defendants intentionally and willfully failed to
14 pay Plaintiffs and the Aggrieved Employees all wages due to them, within any time period
15 permissible under California Labor Code section 204.

16 93. Plaintiffs and the Aggrieved Employees are entitled to recover all available
17 remedies for Defendants' violations of California Labor Code section 204, including statutory
18 penalties pursuant to Labor Code section 210(b).

19 **SEVENTH CAUSE OF ACTION**

20 **(Violation of California Labor Code § 226(a) – Failure to Provide Accurate Wage**
21 **Statements) (Against All Defendants)**

22 94. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
23 every allegation set forth above.

24 95. At all material times set forth herein, California Labor Code section 226(a)
25 provides that every employer shall furnish each of his or her employees an accurate itemized
26 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
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1 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
2 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
3 of the period for which the employee is paid, (7) the name of the employee and his or her social
4 security number, (8) the name and address of the legal entity that is the employer, and (9) all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate by the employee. The deductions made from payments of wages shall
7 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
8 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
9 least three years at the place of employment or at a central location within the State of California.

10 96. Defendants have intentionally and willfully failed to provide Plaintiffs and the
11 Aggrieved Employees with complete and accurate wage statements. The deficiencies include, but
12 are not limited to, the failure list the total number of hours worked, the actual gross wages earned,
13 the correct rates of pay, overtime hours worked, net wages earned, all applicable meal and/or rest
14 break compensation, etc.

15 97. Because of Defendants' violation of California Labor Code section 226(a),
16 Plaintiffs and the Aggrieved Employees have suffered injury and damage to their statutorily
17 protected rights.

18 98. More specifically, Plaintiffs and the Aggrieved Employees have been injured by
19 Defendants' intentional and willful violation of California Labor Code section 226(a) because
20 they were denied both their legal right to receive, and their protected interest in receiving, accurate
21 and itemized wage statements pursuant to California Labor Code section 226(a).

22 99. Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants
23 the greater of their actual damages caused by Defendants' failure to comply with California Labor
24 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

25 100. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
26 with this section, pursuant to California Labor Code section 226(g).

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 2800 and 2802 – Failure to Reimburse Necessary**
3 **Business Expenses) (Against All Defendants)**

4 101. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 102. Pursuant to California Labor Code sections 2800 and 2802, an employer must
7 reimburse its employees for all necessary expenditures incurred by the employees in direct
8 consequence of the discharge of his or her job duties or in direct consequence of his or her job
9 duties or in direct consequence of his or her obedience to the directions of the employer.

10 103. Plaintiffs and the Aggrieved Employees incurred necessary business-related
11 expenses and costs that were not fully reimbursed by Defendants. Defendants' failure to
12 reimburse for all necessary business-related expenses and costs included their failure to reimburse
13 Plaintiffs and the Aggrieved Employees for costs incurred as a result of, including but not limited
14 to, simple negligence.

15 104. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
16 Aggrieved Employees for all necessary business-related expenses and costs. Plaintiffs and the
17 Aggrieved Employees are entitled to recover from Defendants their business-related expenses
18 and costs incurred during the course and scope of their employment, plus interest accrued from
19 the date on which the employee incurred the necessary expenditures at the same rate as judgments
20 in civil actions in the State of California.

21 **NINTH CAUSE OF ACTION**

22 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

23 **(Against All Defendants)**

24 105. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
25 every allegation set forth above.

26 106. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful, and harmful to Plaintiffs and the Aggrieved Employees, to the general public, and
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1 Defendants' competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the
2 public interest within the meaning of Code of Civil Procedure section 1021.5.

3 107. Defendants' activities as alleged herein are violations of California law, and
4 constitute unlawful business acts and practices in violation of California Business & Professions
5 Code section 17200, *et seq.*

6 108. A violation of California Business & Professions Code section 17200, *et seq.* may
7 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
8 and practices of requiring employees, including Plaintiffs and the Class, to work overtime without
9 paying them proper compensation violate California Labor Code sections 510 and 1198.
10 Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and
11 the Class, to work through their meal and rest periods without paying them proper compensation
12 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
13 practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code
14 sections 201, 202, 203, and 204.

15 109. Defendants also violated California Labor Code sections 226(a), 510, 1174(d),
16 1194, 1197, 1197.1, and 2802.

17 110. As a result of the herein described violations of California law, Defendants
18 unlawfully gained an unfair advantage over other businesses.

19 111. Plaintiffs and the Aggrieved Employees have been personally injured by
20 Defendants' unlawful business acts and practices as alleged herein, including but not necessarily
21 limited to the loss of money and/or property.

22 112. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
23 Plaintiffs and the Aggrieved Employees are entitled to restitution of the wages withheld and
24 retained by Defendants during a period that commences four years prior to the filing of this
25 Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5 and other applicable laws; and an award of costs.

1 **TENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, et seq. - Private Attorneys General Act)**

3 **(Against All Defendants)**

4 113. Plaintiffs incorporate by reference and re-alleges as if fully stated herein each and
5 every allegation set forth above.

6 114. Plaintiffs brings their Tenth Cause of Action as a representative action on behalf
7 of themselves and similarly Aggrieved Employees in the capacity as a private attorney general
8 pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et*
9 *seq.*

10 115. PAGA specifically provides for a private right of action to recover civil penalties
11 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
12 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
13 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
14 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
15 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
16 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
17 2699(a).

18 116. Plaintiffs were employed by Defendants and the Labor Code violations alleged
19 above were committed against them during their time of employment. Plaintiffs are therefore
20 “aggrieved employees” under PAGA.

21 117. As set forth in detail above, during all times relevant to this Action, Defendants
22 have routinely subjected Plaintiffs and the Aggrieved Employees to violations of California Labor
23 Codes by:

- 24 a. Failing to pay Plaintiffs and the Aggrieved Employees all earned minimum wage
25 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*
26 b. Failing to pay Plaintiffs and the Aggrieved Employees all earned overtime
27 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*
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- 1 c. Failing to provide legally required meal periods to Plaintiffs and the Aggrieved
2 Employees, and failing to pay Plaintiffs and the Aggrieved Employees an
3 additional hour of premium pay for meal period violations in violation of Labor
4 Code §§ 226.7 and 512.
- 5 d. Failing to provide authorize and permit Plaintiffs and the Aggrieved Employees to
6 take duty-free rest periods, and failing to pay Plaintiffs and the Aggrieved
7 Employees an additional hour of premium pay for rest period violations in
8 violation of Labor Code §§ 226.7 and 512.
- 9 e. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages at the end
10 of their employment in violation of Labor Code § 203.
- 11 f. Failing to timely pay Plaintiffs and the Aggrieved Employees all wages owed
12 during employment in violation of Labor Code § 204.
- 13 g. Failing to furnish Plaintiffs and the Aggrieved Employees with complete, accurate,
14 itemized wage statements in violation of Labor Code § 226.
- 15 h. Failing to maintain accurate records relating to Plaintiffs and the Aggrieved
16 Employees' work periods, meal periods, total daily hours, hours per pay period,
17 total wages and compensation, and applicable pay rates in violation of Labor Code
18 § 1174(d) and the applicable IWC Wage Order.
- 19 i. Failing to reimburse Plaintiffs and the Aggrieved Employees for necessary
20 business-related expenses in violation of Labor Code §§ 2800 and 2802.

21 118. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiffs,
22 individually and on behalf of the Aggrieved Employees and the State of California, request and
23 are entitled to recover penalties against Defendants for the Labor Code violations described
24 above, including but not limited to penalties under California Code of Regulations Title 8 section
25 11010, penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, , and
26 1197.1, and any and all additional penalties and sums as provided by the California Labor Code
27 and/or other statutes. The exact amount of the applicable penalties, in all, is an amount to be
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1 shown according to proof at trial.

2 119. Plaintiffs exhausted their administrative remedies pursuant to Labor Code §
3 2699.3. On November 11, 2025 Plaintiffs, through their counsel of record, by online filing with
4 the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the
5 Defendants, notified Defendants and the LWDA of the specific provisions of the Labor Code and
6 IWC Wage Orders that Defendants have violated, including the facts and theories to support the
7 violations, and of Plaintiffs’ intent to bring a claim for civil penalties under PAGA (Case No.
8 LWDA-CM-1137313-25). Plaintiffs also paid the filing fee required under Labor Code § 2699.3.
9 As of the filing of this Complaint, more than sixty-five (65) days have elapsed since the mailing
10 of Plaintiffs’ November 11, 2025 notice, and the LWDA has not indicated that it intends to
11 investigate the violations discussed in the notice. Accordingly, Plaintiffs may commence a civil
12 action to recover penalties for themselves and other Aggrieved Employees pursuant to Labor
13 Code § 2699.3.

14 120. Plaintiffs were compelled to retain the services of counsel to file this court action
15 to protect their interests and the Aggrieved Employees, and to assess and collect the civil penalties
16 owed by Defendants. Plaintiffs therefore seek an award of reasonable attorneys’ fees and costs
17 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
20 public similarly situated, and as a private attorney general, pray for relief and judgment against
21 Defendants, jointly and severally, as follows:

22 **As to the First Cause of Action**

23 1. That the Court declare, adjudge, and decree that Defendants violated California
24 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
25 all overtime wages due to Plaintiffs and Aggrieved Employees;

26 2. For general unpaid wages at overtime wage rates and such general and special
27 damages as may be appropriate;

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

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

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

6 **As to the Second Cause of Action**

7 6. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
9 provide all meal periods (including second meal periods) to Plaintiffs and Aggrieved Employees;

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

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

15 9. For premium wages pursuant to California Labor Code section 226.7;

16 10. For pre-judgment interest on any unpaid wages from the date such amounts were
17 due;

18 11. For reasonable attorneys' fees and costs of suit incurred herein; and

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

20 **As to the Third Cause of Action**

21 13. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
23 periods to Plaintiffs and Aggrieved Employees;

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

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

2 16. For premium wages pursuant to California Labor Code section 226.7;

3 17. For pre-judgment interest on any unpaid wages from the date such amounts were
4 due; and

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

6 **As to the Fourth Cause of Action**

7 19. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
9 Plaintiffs and Aggrieved Employees;

10 20. For general unpaid wages and such general and special damages as may be
11 appropriate;

12 21. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
13 Plaintiffs and the Class in the amount as may be established according to proof at trial;

14 22. For pre-judgment interest on any unpaid compensation from the date such amounts
15 were due;

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

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

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

20 **As to the Fifth Cause of Action**

21 26. That the Court declare, adjudge, and decree that Defendants violated California
22 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
23 time of termination of the employment of Plaintiffs and Aggrieved Employees no longer
24 employed by Defendants;

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

27 28. For statutory wage penalties pursuant to California Labor Code section 203 for
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1 Plaintiffs and other Class Members who have left Defendants' employ;

2 29. For pre-judgment interest on any unpaid compensation from the date such amounts
3 were due; and

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

5 **As to the Sixth Cause of Action**

6 31. That the Court declare, adjudge, and decree that Defendants violated California
7 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
8 California Labor Code section 204 to Plaintiffs and Aggrieved Employees;

9 32. For statutory penalties pursuant to California Labor Code section 210; and

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

11 **As to the Seventh Cause of Action**

12 34. That the Court declare, adjudge, and decree that Defendants violated the record
13 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
14 to Plaintiffs and Aggrieved Employees, and willfully failed to provide accurate itemized wage
15 statements thereto;

16 35. For actual, consequential and incidental losses and damages, according to proof;

17 36. For statutory penalties pursuant to California Labor Code section 226(e); and

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

19 **As to the Eight Cause of Action**

20 38. That the Court declare, adjudge, and decree that Defendants violated California
21 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and Aggrieved
22 Employees for all necessary business-related expenses as required by California Labor Code
23 sections 2800 and 2802;

24 39. For actual, consequential and incidental losses and damages, according to proof;

25 40. For the imposition of civil penalties and/or statutory penalties;

26 41. For reasonable attorneys' fees and costs of suit incurred herein; and

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

1 **As to the Ninth Cause of Action**

2 43. That the Court declare, adjudge, and decree that Defendants violated California
3 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and
4 Aggrieved Employees all overtime compensation due to them, failing to provide all meal and rest
5 periods to Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the
6 Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California
7 Labor Code section 201, 202, and 204 and by violating California Labor Code sections 226(a),
8 1174(d), and 2802;

9 44. For restitution of unpaid wages to Plaintiffs and Aggrieved Employees and all pre-
10 judgment interest from the day such amounts were due and payable;

11 45. For the appointment of a receiver to receive, manage and distribute any and all
12 funds disgorged from Defendants and determined to have been wrongfully acquired by
13 Defendants as a result of violation of California Business and Professions Code sections 17200,
14 *et seq.*;

15 46. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
16 California Code of Civil Procedure section 1021.5;

17 47. For injunctive relief to ensure compliance with this section, pursuant to California
18 Business and Professions Code sections 17200, *et seq.*; and

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

20 **As to the Tenth Cause of Action**

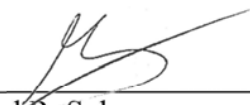
21 49. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor
22 Code;

23 50. For the imposition of civil penalties pursuant to California Labor Code §§ 2699,
24 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor
25 Code and/or other applicable statutes; and

26 51. For such other relief as the Court deems just and proper.
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1
2 DATED: January 16, 2026

3 CALIFORNIA UNITED LAW GROUP, P.C.

4 By: 
5 Jared R. Sohn

6 Gerardo J. Sosa

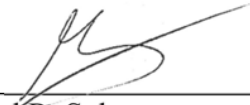
7 Attorneys for Plaintiffs Javier Ortigosa and Ysaías
8 Joel Nolasco
9

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFFS demand a jury trial on issues triable to a jury.
12

13 DATED: January 16, 2026

14 CALIFORNIA UNITED LAW GROUP, P.C.

15 By: 
16 Jared R. Sohn

17 Gerardo J. Sosa

18 Attorneys for Plaintiffs Javier Ortigosa and
19 Ysaías Joel Nolasco
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