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Attorneys for Plaintiff, JOSHUA CARRILLO,
individually and as a proxy for the State of California

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
[UNLIMITED CIVIL]

JOSHUA CARRILLO, an individual, and as a
proxy for the State of California,

Plaintiff,

vs.

CORONA LUBE & TUNE, INC., a
corporation; MUSSA SABBARA, an
individual; and DOES 1 through 5, inclusive,

Defendants.

Case No.: **CVRI 2600396**

COMPLAINT FOR:

- 1. Private Attorneys General Act**
- 2. Failure to Pay Overtime Wages in Violation of Labor Code § 510**
- 3. Failure to Provide Meal and Rest Periods or Compensation in Lieu Thereof in Violation of Labor Code § 226.7**
- 4. Labor Code § 203 Waiting Time Penalty**
- 5. Failure to Reimburse and Indemnify for Expenditures**
- 6. Failure to Provide Accurate Itemized Wage Statements**
- 7. Labor Code § 1198.5(k) Penalty**
- 8. Labor Code § 226(f) Penalty**

DEMAND FOR JURY TRIAL

Plaintiff, JOSHUA CARRILLO, alleges as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to hear the subject matter of this complaint. This Court also has jurisdiction over each defendant, as the unlawful business acts alleged herein occurred in California.

1 Plaintiff's claims arise out of and are related to all Defendant's contacts with California.

2 2. Venue is proper in any county in which an aggrieved employee worked and Labor Code
3 violations allegedly occurred. Venue is proper in this Court because all or some of the violations of law
4 and unlawful practices alleged herein occurred and are occurring in the County of Riverside.

5 **PARTIES**

6 3. Plaintiff is an individual who, at all relevant times, has resided in the State of California.

7 4. Defendant CORONA LUBE & TUNE, INC. is a corporation that conducted, and is
8 conducting, business in the State of California. Defendant CORONA LUBE & TUNE, INC. registered
9 the address 410 River Road, Suite A, Corona, CA 92880 with the California Secretary of State as its
10 street address of California office.

11 5. Defendant MUSSA SABBARA ("SABBARA"), is an individual who, at all relevant
12 times, has resided in the State of California.

13 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
14 DOES 1-5, inclusive, and therefore sues these defendants by such fictitious names and capacities.
15 Plaintiff will seek leave to amend this Complaint to allege their true names and capacities when
16 ascertained. Plaintiff is informed and believes and on that basis alleges that each fictitiously named
17 Defendants are responsible in some manner for the occurrences herein alleged, and that Plaintiff's
18 injuries were proximately caused by the conduct of such defendant.

19 7. All of the Defendants, including DOES 1-5, are alleged to be co-conspirators with each
20 other, in that each agreed to participate, and participated in, the furtherance of the objective of civil
21 wrongs as alleged in this Complaint.

22 8. Plaintiff is informed and believes and thereupon alleges that at all times material herein,
23 each defendant was completely dominated and controlled by its, his or her co-Defendants, each was the
24 agent, representative, and alter ego of the others, and all aided and abetted the wrongful acts of the
25 others.

26 9. Plaintiff is informed and believes and thereupon alleges that at all times material herein,
27 each of the Defendants was the agent, employee and/or joint venturer of, or working in concert with, co-
28 Defendants and was acting within the course and scope of such agency, employment, and/or joint

1 venture or concerted activity. To the extent that said conduct and omissions were perpetrated by certain
2 Defendants, Plaintiff is informed and believes and thereupon alleges that the remaining Defendant
3 and/or Defendants confirmed and ratified said conduct and omissions.

4 10. Plaintiff is informed and believes and on that basis alleges that at all times relevant
5 herein, the corporate Defendants, and each of them, had the right to control, and controlled, Plaintiff's
6 wages, hours and working conditions, and has the right to control the manner in which Plaintiff
7 performed work duties, including but not limited to supervision of work, engaged Plaintiff, suffered and
8 permitted Plaintiff to work, and they were employers, joint employers, or co-employers of Plaintiff at all
9 relevant times alleged herein.

10 11. Plaintiff is informed and believes and on that basis alleges that at all times relevant herein,
11 the Defendant, and each of them, were an integrated enterprise in that they had an interrelation of
12 operations, centralized control of labor relations, common management, and common ownership or
13 financial control.

14 GENERAL ALLEGATIONS

15 12. Defendants employed Plaintiff, as an hourly non-exempt worker, as an automotive
16 technician, from at least around April 30, 2025 to October 28, 2025. As a company-wide practice,
17 Defendants regularly required Plaintiff and their other non-exempt employees to work without
18 uninterrupted, timely, and compliant meal breaks. Defendants regularly denied Plaintiff and their other
19 non-exempt employees rest breaks on shifts over 3.5 hours. Defendants regularly required Plaintiff and
20 other employees to remain on unpaid "standby" on days off, work Saturdays without overtime pay, and
21 work off-the-clock without accurate timekeeping. Defendants also did not pay Plaintiff or other
22 employees for any portion of their required work-related cell phone expenses.

23 13. On December 9, 2025, Plaintiff requested his employment records pursuant to Labor
24 Code sections 1198.5, and 226. Defendant failed to provide all responsive records within 30 days. On
25 February 9, 2026, Plaintiff again requested his employment records pursuant to Labor Code sections
26 1198.5, and 226. Despite this follow-up communication, Defendant has failed and continues to fail to
27 provide the requested records.

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FIRST CAUSE OF ACTION**PRIVATE ATTORNEYS GENERAL ACT****(AGAINST ALL DEFENDANTS AND DOES 1-5)**

14. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

15. Pursuant to the California Labor Code Private Attorneys General Act (“PAGA”), “Notwithstanding any other provision of law, any provision of [the California Labor Code] that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a). “For all provisions of [the California Labor Code] except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions.” Cal. Lab. Code § 2699(f).

16. This PAGA suit “is fundamentally a law enforcement action.” *Arias v. Super. Ct.*, 46 Cal. 4th 969, 986 (2009); *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348, 386-387 (2014) (“[E]very PAGA action, whether seeking penalties for Labor Code violations as to only one aggrieved employee—the plaintiff bringing the action—or as to other employees as well, is a representative action on behalf of the state.”); *Williams v. Super. Ct.*, 3 Cal. 5th 531, 538 (2017) (“a PAGA suit, essentially a qui tam action filed on behalf of the state to assist it with labor law enforcement”). An employee who brings such an action is acting as an agent of state enforcement agencies. *Kim v. Reins Intl. Cal., Inc.*, 9 Cal.5th 73, 81 (2020).

17. A PAGA “violation” includes, and is used in these allegations to mean, a failure to comply with any requirement of the Labor Code. Cal. Lab. Code § 22.

18. This PAGA action is intended to “remediate present violations and deter future ones.” *Williams*, 3 Cal. 5th at 546. The relevant period for the following PAGA allegations in this cause of action is from December 17, 2024, to present and ongoing.

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Labor Code Violations §§ 510, 226.7, 512, 226, 1198, 2802, 1174(d), 558, 226.3, 1174.5

§ 510

19. “Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Lab. Code § 510(a).

20. Plaintiff and his co-workers regularly worked more than eight hours per workday. They were not compensated with premium overtime pay for those overtime hours worked more than eight per day. As such, Defendants violated Labor Code § 510.

21. California Labor Code section 510 does not provide for its own self-contained “civil penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 226.7

22. “An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.” Lab. Code § 226.7(b). “If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” Lab. Code § 226.7(c).

23. Relevant Wage Orders of the Industrial Welfare Commission, applicable to Defendants, such as Wage Order No. 4-2001 section 12 for example, provide that “Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

24. As a company-wide practice, Defendants regularly required Plaintiff and its other non-exempt employees to work without being provided the opportunity to have an uninterrupted rest break. As a company-wide practice, Defendants did not allow them the opportunity to be relieved of all duties to take a rest break. As a company-wide practice, Defendants did not compensate them in lieu of providing rest breaks. As such, Defendants violated California Labor Code section 226.7(b) and 226(c).

25. California Labor Code section 226.7 does not provide for its own self-contained “civil penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 512

26. “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes.” Lab. Code § 512(a).

27. As set forth above, Defendants did not permit Plaintiff and other aggrieved employees uninterrupted duty-free meal periods with the opportunity to be relieved of all duties for meal breaks on the days they worked more than five hours. Defendants did not permit Plaintiff and other aggrieved employees uninterrupted second duty-free meal periods with the opportunity to be relieved of all duties for meal breaks on the days they worked more than 10 hours.

28. California Labor Code section 512 does not provide for its own self-contained “civil penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 226

29. “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in

subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.” Lab. Code § 226(a).

30. Due to Defendants’ failure to account for all the time worked including owed break premiums, Plaintiff and other aggrieved employees’ itemized wage records did not show: (1) the accurate total hours worked; (2) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; (3) the accurate gross wages earned; and (4) the accurate net wages earned. As such, Defendants violated Labor Code Section 226(a)(1)(2)(5)(9). Defendants also failed to keep itemized wage statement records of the foregoing.

31. Labor Code Section 226 does not provide for its own self-contained “civil” penalty within the statute. Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 1198

32. California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. California Labor Code section 1173 defines commission as the IWC. Further, the “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Lab. Code § 1198.

33. Sections 3(A)(1) of IWC Order Nos. 1-2001, 2-2001, 3-2001, 4-2001, 5-2001, 6-2001, 7-2001, 8-2001, 9-2001, 10-2001, 11-2001, 12-2001, 13-2001, 16-200, Section 3(C) of IWC Order No. 15-2001, and Section 4 of IWC Order No. 17-2001, provide that “employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in

the workweek.” Section 7(A) requires every employer to keep accurate time records showing when the employee begins and ends each work period and the total hours worked in the payroll period. As set forth above, Plaintiff and her co-workers occasionally worked more than eight hours per workday. They were not compensated with the earned premium overtime pay for those overtime hours worked more than eight per day. Relevant Wage Orders of the IWC, applicable to Defendants, such as Wage Order No. 4- 2001 section 12, provide that “Every employer shall authorize and permit all employees to take rest periods, which in so far as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

34. As set forth above, on numerous occasions, Defendants did not permit Plaintiff and other aggrieved employees to have uninterrupted rest breaks with the opportunity to be relieved of all duties for rest breaks.

35. Relevant Wage Orders of the IWC, applicable to Defendants, such as Wage Order No. 4- 2001 section 11, provide that “(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an —on duty meal period and counted as time worked. An —on duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.”

36. As set forth above, on numerous occasions, Defendants did not permit Plaintiff and other aggrieved employees to have uninterrupted duty-free meal breaks with the opportunity to be relieved of all duties for meal breaks.

37. Based on the foregoing, Defendants violated California Labor Code section 1198 by violating the above-referenced sections of relevant Wage Orders of the IWC.

38. California Labor Code section 1198 does not provide for its own self-contained “civil

1 penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies.

2 39. Based on the foregoing, Defendants violated California Labor Code section 1198 by
3 violating the above-referenced sections of relevant Wage Orders of the IWC.

4 40. California Labor Code section 1198 does not provide for its own self-contained “civil
5 penalty” within the statute. Thus, California Labor Code section 2699(f)(2) applies. The relevant period
6 of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

7 **§ 2802**

8 41. “An employer shall indemnify his or her employee for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
10 her obedience to the directions of the employer.” Lab. Code § 2802(a). In *Cochran v. Schwan’s*, the
11 court held:

12 42. If an employee is required to make work-related calls on a personal cell phone,
13 then he or she is incurring an expense for purposes of section 2802. It does not matter whether
14 the phone bill is paid for by a third person, or at all. In other words, it is no concern to the
15 employer that the employee may pass on the expense to a family member or friend, or to a
16 carrier that has to then write off a loss. It is irrelevant whether the employee changed plans to
17 accommodate work-related cell phone usage. Also, the details of the employee’s cell phone plan
18 do not factor into the liability analysis. Not only does our interpretation prevent employers from
19 passing on operating expenses, it also prevents them from digging into the private lives of their
20 employees to unearth how they handle their finances vis-à-vis family, friends and creditors. To
21 show liability under section 2802, an employee need only show that he or she was required to
22 use a personal cell phone to make work-related calls, and he or she was not reimbursed.

23 *Cochran v. Schwan’s Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144–45 (2014), *review denied* (Nov.
24 25, 2014).

25 43. Here, like in *Cochran*, if an employee is required to do work-related activities on a
26 personal cell phone, then he is incurring an expense for purposes of section 2802. Here, as in *Cochran*,
27 to show liability under section 2802, an employee need only show that he was required or directed to use
28 a personal cell phone to do work-related activities and was not reimbursed.

1 44. Defendants did not reimburse or pay Plaintiff or the other aggrieved employees for any
2 portion of their cell phone expenses, in violation of Labor Code § 2802(a).

3 45. Labor Code § 2802 does not have a civil penalty specifically provided. Thus, Labor
4 Code § 2699(f) is applicable to impose civil penalties of one hundred dollars (\$100) for each aggrieved
5 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
6 employee per pay period for each subsequent violation. The relevant period of the foregoing allegations
7 for this notice is from one year preceding this letter, to present and ongoing.

8 **§ 1174(d)**

9 46. Labor Code Section 1174(d) provides that every person employing labor in this state
10 shall keep payroll records showing the hours worked daily by and the wages paid to employees
11 employed for not less than three years. "Person" means any person, association, organization,
12 partnership, business trust, limited liability company, or corporation. Lab. Code § 18.

13 47. Defendants failed to maintain records showing the actual and accurate hours worked by
14 Plaintiff and Plaintiff's co-workers, aggrieved employees, in violation of Labor Code Section 1174(d).
15 Labor Code Section 1174 does not provide for its own self-contained civil penalty within the statute.
16 Thus, Labor Code Section 2699(f)(2) applies. The relevant period of the foregoing allegations for this
17 notice is from one year preceding this letter, to present and ongoing.

18 **§ 558**

19 48. Pursuant to Labor Code section 558(a) any employer or other person acting on behalf of
20 an employer who violates, or causes to be violated, [Labor Code sections 510 and 512] or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to
22 a civil penalty in a PAGA action as follows:

23 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
24 for which the employee was underpaid . . .

25 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
26 each pay period for which the employee was underpaid . . .

27 49. As discussed above, Defendants violated Labor Code section 510 and the above-
28 referenced provisions of IWC Wage Orders as applicable. As such, Defendants are subject to pay the

pre-determined amount of civil penalties for the initial and subsequent violations. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 226.3

50. “Any employer who violates subdivision (a) of section 226 shall be subject to a civil penalty in the amount” set forth in Labor Code section 226.3 for failing to provide the employee a wage deduction statement or failing “to keep the records required in subdivision (a) of Section 226.” Lab. Code § 226.3. This section “sets out a civil penalty for all violations of section 226.” *Raines v. Coastal Pacific Food Distribs., Inc.*, 23 Cal. App. 5th 667, 675 (2018). “[A] representative PAGA claim for civil penalties for a violation of section 226(a) **does not require proof of injury or a knowing and intentional violation**. This is true even though these two elements are required to be proven when bringing an individual claim for damages or statutory penalties under section 226(e).” *Raines*, at 670 (emphasis added). Because Defendants violated California Labor Code section 226(a), Defendants are subject to civil penalties under section 226.3 applicable to Plaintiff and other current and former aggrieved employees. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

§ 1174.5

51. Pursuant to Labor Code Section 1174.5, any person employing labor who willfully fails to maintain accurate and complete records required by subdivision (d) of Section 1174 shall be subject to a civil penalty of five hundred dollars (\$500). As discussed above, Defendants violated Labor Code Labor Code Section 1174(d). Defendants willfully failed to maintain records showing the accurate hours worked daily by the aggrieved employees. Thus, Defendants are subject to civil penalties. The relevant period of the foregoing allegations for this notice is from one year preceding this letter, to present and ongoing.

Exhaustion of Administrative Remedies

52. On December 17, 2025, Plaintiff provided notice to the California Labor and Workforce Development Agency (“LWDA”), pursuant to Labor Code § 2699.3, detailing the specific provisions of the foregoing Labor Code sections that have been violated, including the facts and theories to support the violations. The LWDA file number is LWDA-CM-1144553-25. The notice was sent by certified

mail on or about December 17, 2025, to CEO, SABBARA, (9214 8902 6089 5005 0886 79). Plaintiff submitted a fee waiver to the LWDA.

53. The LWDA has not, within 65 days of Plaintiff's Notice of violations of the Labor Code, sent Plaintiff notice that it intends to investigate the violations. Thus, Plaintiff has exhausted Plaintiff's administrative remedies, pursuant to Labor Code section 2699.3(a), as a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699. Defendants have not sent any notice to the LWDA attempting to cure the alleged violations of Labor Code statutes not enumerated in Labor Code section 2699.5. Thus, Plaintiff has exhausted Plaintiff's administrative remedies, pursuant to Labor Code section 2699.3(c), as a prerequisite to assert a civil action, for civil penalties pursuant to Labor Code section 2699.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF LABOR CODE § 510

(AGAINST ALL DEFENDANTS AND DOES 1-5)

54. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

55. Any employee receiving less than the California legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of overtime compensation including interest and reasonable attorney's fees. Cal. Lab. Code § 1194(a).

56. "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Cal. Lab. Code § 510(a).

57. Plaintiff worked more than eight hours per workday and more than 40 hours per workweek and was not always compensated at an overtime rate for those overtime hours worked more than eight per day and 40 per week. As such, Defendants violated Labor Code sections 510 and 1198

1 because it violated Industrial Welfare Commission Orders, as applicable.

2 58. Any “person acting on behalf of an employer, who violates, or causes to be violated, any
3 provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare
4 Commission, or violates, or causes to be violated, Sections . . . 1194 . . . may be held liable as the
5 employer for such violation.” Cal. Lab. Code § 558.1(a).

6 59. If the defendants do not keep accurate records of the hours worked by the plaintiff, then
7 the plaintiff may prove the number of overtime hours worked by making a reasonable estimate of those
8 hours. CACI 2703. As a direct and proximate result of the violations of law by Defendants, Plaintiff
9 has worked a substantial number of hours without receiving overtime compensation, at the applicable
10 rate, from Defendants, in accordance with California law.

11 60. Plaintiff has been damaged in an amount equal to the compensation to which Plaintiff
12 was entitled but was unlawfully deprived by Defendant, subject to proof at trial.

13 61. Pursuant to California Labor Code section 1194(a) Plaintiff is entitled to interest at the
14 legal rate on the overtime wages owed to Plaintiff by Defendants.

15 62. Pursuant to California Labor Code section 1194(a), Plaintiff is entitled to an award of
16 attorneys’ fees, and costs.

17 **THIRD CAUSE OF ACTION**

18 **FAILURE TO PROVIDE MEAL AND REST PERIODS OR COMPENSATION IN LIEU** 19 **THEREOF IN VIOLATION OF LABOR CODE § 226.7** 20 **(AGAINST ALL DEFENDANTS AND DOES 1-5)**

21 63. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs
22 as though set forth herein in full again.

23 64. California Labor Code section 226.7 provides that “An employer shall not require an
24 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or
25 applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety
26 and Health Standards Board, or the Division of Occupational Safety and Health.” Cal. Lab. Code §
27 226.7(b).

28 65. “If an employer fails to provide an employee a meal or rest or recovery period in

1 accordance with a state law, including, but not limited to, an applicable statute or applicable regulation,
2 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards
3 Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one
4 additional hour of pay at the employee's regular rate of compensation for each workday that the meal or
5 rest or recovery period is not provided." Cal. Lab. Code § 226.7(c).

6 66. Relevant Wage Orders of the Industrial Welfare Commission ("IWC"), applicable to
7 Defendants, such as Wage Order No. 4-2001 section 12, provide that "Every employer shall authorize
8 and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
9 work period. The authorized rest period time shall be based on the total hours worked daily at the rate
10 of ten (10) minutes net rest time per four (4) hours or major fraction thereof."

11 67. Relevant Wage Orders of the IWC, applicable to Defendants, such as Wage Order No. 4-
12 2001 section 11, provide that "No employer shall employ any person for a work period of more than five
13 (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more
14 than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the
15 employer and the employee."

16 68. California Labor Code section 512(a) provides that an employer may not employ an
17 employee for a work period of more than five hours per day without providing the employee with a meal
18 period of not less than 30 minutes, except that if the total work period per day of the employee is no
19 more than six hours, the meal period may be waived by mutual consent of both the employer and
20 employee.

21 69. Defendants regularly required Plaintiff to work without being provided the opportunity to
22 have an uninterrupted rest break. Defendants regularly did not allow Plaintiff the opportunity to be
23 relieved of Plaintiff's duties to take a rest break. Defendants did not compensate Plaintiff in lieu of
24 providing Plaintiff with rest breaks.

25 70. Defendants regularly required Plaintiff to work more than 5 hours without being provided
26 with a duty-free meal period with relief of all duties. Defendants did not compensate Plaintiff in lieu of
27 providing Plaintiff with meal breaks.

28 71. Pursuant to Labor Code section 512, Plaintiff is entitled to compensation of one

1 additional hour of pay at Plaintiff's regular rate of compensation for each workday that the meal period
 2 was not provided. Pursuant to Labor Code section 226.7, Plaintiff is entitled to compensation of one
 3 additional hour of pay at Plaintiff's regular rate of compensation for each workday that the meal period
 4 was not provided, and one additional hour of pay for each workday that the rest period was not provided
 5 pursuant to *United Parcel Serv., Inc. v. Superior Court*, 196 Cal. App. 4th 57, 70 (2011).

6 72. "Any employer or other person acting on behalf of an employer, who violates, or causes
 7 to be violated, any provision regulating minimum wages or hours and days of work in any order of the
 8 Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6,
 9 1194, or 2802, may be held liable as the employer for such violation." Cal. Lab. Code § 558.1(a).

10 **FOURTH CAUSE OF ACTION**

11 **LABOR CODE § 203 WAITING TIME PENALTY**

12 **(AGAINST ALL DEFENDANTS AND DOES 1-5)**

13 73. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs
 14 as though set forth herein in full again.

15 74. Defendants willfully failed to timely pay Plaintiff all of Plaintiff's owed wages on
 16 Plaintiff's last date of work, in violation of Cal. Labor Code § 201, and failed to pay Plaintiff the
 17 additional continuing wages as a penalty from the original due date, in violation of California Labor
 18 Code § 203.

19 75. Plaintiff has been harmed by Defendant's conduct and is entitled to a statutory waiting
 20 time penalty, in an amount according to proof at trial, interest thereon, and costs.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE AND INDEMNIFY FOR EXPENDITURES**

23 **(AGAINST ALL DEFENDANTS AND DOES 1-5)**

24 76. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs
 25 as though set forth herein in full again.

26 77. California Labor Code § 2802(a) provides that "An employer shall indemnify his or her
 27 employee for all necessary expenditures or losses incurred by the employee in direct consequence of the
 28 discharge of his or her duties"

78. California Labor Code “Section 2802 is designed to prevent employers from passing their operating expenses on to their employees.” *Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 562 (2007).

79. Defendants violated Labor Code Section 2802 by passing on their operating expenses to Plaintiff, in violation of Labor Code § 2802(a).

80. Plaintiff has been damaged by Defendants’ failure to pay or reimburse work expenses in an amount according to proof at trial.

81. Pursuant to California Labor Code § 2802, and other applicable statutes, Plaintiff is entitled to payment or reimbursement of expenditures, in an amount according to proof at trial, interest thereon, and an award of attorneys’ fees, and costs.

82. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” Cal. Lab. Code § 558.1(a).

SIXTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS AND DOES 1-5)

83. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

84. California Labor Code section 226(a) provides that every employer shall, at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing accurate: (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee

identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of 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. . .” A copy of the itemized statement shall be kept on file by the employer for at least three years. Cal. Lab. Code § 226(a). A “copy” includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by Labor Code Section 226(a). Cal. Lab. Code § 226(a).

85. Defendants knowingly and intentionally failed to provide an itemized statement in writing showing *accurate* information required by Labor Code section 226(a).

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

87. An employee is deemed to suffer injury for purposes of section 226(e) if the employer fails to provide an itemized wage statement showing the accurate gross wages earned and total hours worked, and the employee cannot promptly and easily determine from the wage statement alone the amount of the gross wages or total hours worked. Cal. Lab. Code § 226(e)(2)(B)(i).

88. As a result of the knowing and intentional failure to provide compliant wage statements, Plaintiff has suffered an injury pursuant to section 226(e). As a result, Defendants are liable to Plaintiff for the amounts provided by California Labor Code § 226(e).

89. Pursuant to California Labor Code § 226(e), Plaintiff is also entitled to an award of reasonable attorneys’ fees and costs.

90. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6,

1194, or 2802, may be held liable as the employer for such violation.” Cal. Lab. Code § 558.1(a).

SEVENTH CAUSE OF ACTION

LABOR CODE § 1198.5(k) PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

91. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

92. The employer shall make personnel records available for inspection to the former employee, or his or her representative, at reasonable intervals and at reasonable times, but “not later than 30 calendar days from the date the employer receives a written request.” Cal. Lab. Code § 1198.5(b).

93. Defendants did not timely provide Plaintiff’s personnel records.

94. “If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.” Cal. Lab. Code § 1198.5(k).

95. Because Defendants failed to timely provide the personnel records, Plaintiff is entitled to injunctive relief, for an order that Defendants turn over the complete records, and for an award of attorneys’ fees pursuant Cal. Lab. Code § 1198.5(l).

EIGHTH CAUSE OF ACTION

LABOR CODE § 226(f) PENALTY

(AGAINST ALL DEFENDANTS AND DOES 1-5)

96. Plaintiff incorporates each relevant allegation set forth in all of the preceding paragraphs as though set forth herein in full again.

97. An employer that is required to keep the information required by Labor Code § 226(a) shall afford current and former employees the right to inspect or copy records pertaining to their employment. Cal. Lab. Code § 226(b). An employer who receives a written or oral request to inspect or copy records pursuant to Labor Code § 226(b) shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. Cal. Lab. Code § 226(c). Defendants

violated Labor Code § 226(b)(c) by failing to timely provide Plaintiff with the complete Lab Code § 226(a) records pertaining to Plaintiff's employment.

98. A failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in Labor Code § 226(c) entitles the current or former employee to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer. Cal. Lab. Code § 226(f).

99. An employee may also bring an action for injunctive relief to ensure compliance with section 226, and is entitled to an award of costs and reasonable attorney's fees. Cal. Lab. Code § 226(h).

PRAYER

WHEREFORE, Plaintiff prays:

1. For civil penalties pursuant to the California Labor Code §§ 2698 *et seq.* according to proof at the time of trial, or up to \$500,000.00 on default.

2. For injunctive relief in the form of an order that Defendants pay overtime, provide meal breaks, and pay their employees for their work related expenses, pursuant to the California Labor Code §§ 2698 *et seq.*

3. For a \$750 statutory penalty pursuant to Labor Code section 1198.5.

4. For a \$750 statutory penalty pursuant to Labor Code section 226.

5. For compensatory special damages in an amount in excess of this Court's minimal jurisdiction, according to proof at the time of trial, or up to \$500,000.00 on default.

6. For reimbursement and indemnification for all work-related expenditures, in an amount according to proof at the time of trial, or up to \$500,000.00 on default.

7. For restitution, in an amount in excess of this Court's minimal jurisdiction, according to proof at the time of trial, or up to \$500,000.00 on default.

8. For statutory penalties pursuant to the California Labor Code or up to \$500,000.00 on default.

9. For liquidated damages pursuant to the California Labor Code, in an amount according to proof at the time of trial, or up to \$500,000.00 on default.

10. For reasonable attorneys' fees pursuant to the California Labor Code and Code of Civil Procedure.

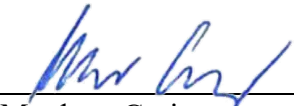
11. For costs of suit including expert witness fees.
12. For prejudgment interest.
13. For such other and further relief as the Court may deem proper.

DEMAND FOR JURY TRIAL

Plaintiff JOSHUA CARRILLO hereby demands a trial by jury.

Dated: February 24, 2026

LAWYERS FOR LEGAL RIGHTS LLP

By: 

Matthew Gutierrez

Attorneys for Plaintiff, JOSHUA CARRILLO,
individually and as a proxy for the State of
California