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7 Attorneys for Plaintiff(s),

8 MANUEL SOTO, and all others similarly situated

9 (additional attorneys for Plaintiff(s) on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 11 **FOR THE COUNTY OF LOS ANGELES**
 12 **(UNLIMITED JURISDICTION)**

13 MANUEL SOTO, on behalf of himself and all
 14 others similarly situated, and the general public,
 15 and as an “aggrieved employee” on behalf of
 16 other “aggrieved employees” and the State of
 17 California under the Labor Code Private
 18 Attorneys General Act of 2004,

19 *Plaintiff,*

20 vs.

21 LA DYE & PRINT, INC, a California
 22 corporation; DEDE CHAGHOURI, a natural
 23 person; RS STAFFING, LLC, a California
 24 limited liability company; REVOLUTION
 25 SERVICES, INC., a California corporation; and
 26 DOES 1–50, inclusive,

27 *Defendants.*

FILED
 Superior Court of California
 County of Los Angeles

02/10/2026

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

Case No.: 25STCV34958

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 558.1, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512, 558.1, and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7, 558.1, and 1198);
4. Wage Statement Penalties (Lab. Code §§ 226 and 558.1);
5. Waiting Time Penalties (Lab. Code §§ 201, 202, 203, and 558.1);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
7. Civil Penalties (Lab. Code §§ 2698, et seq.).

JURY TRIAL DEMANDED

Filed: December 1, 2025



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MANUEL SOTO, and all others similarly situated



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1 Plaintiff, Manuel Soto (hereafter “Plaintiff” or “Soto”), on behalf of himself and all others
2 similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 6-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants LA Dye & Print,
9 Inc., a California corporation, Dede Chaghouri, a natural person, RS Staffing, LLC, a California
10 limited liability company, Revolution Services, Inc., a California corporation, and Does 1 through
11 50, inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to
13 him and other similarly situated workers for unpaid wages, statutory penalties, interest, and
14 related relief. These claims are based on Defendants’ failures to:

15 (A) Classify the Class Members as employees and not as independent
16 contractors;

17 (B) Pay all wages, including overtime and doubletime wages, earned for all
18 hours worked at the correct rates of pay;

19 (C) Provide all meal periods;

20 (D) Authorize and permit all rest breaks;

21 (E) Pay premium wages for unprovided meal periods;

22 (F) Pay premium wages for unprovided rest breaks;

23 (G) Issue only accurate and complete itemized wage statements;

24 (H) Issue statements of sick leave available;

25 (I) Timely pay wages upon termination of employment;

26 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
27 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
28 action.



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II. THE PARTIES

3. Plaintiff Manuel Soto is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an “aggrieved employee” within the meaning of Labor Code § 2699 (c).

4. Defendant LA Dye & Print, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

5. Defendant Dede Chaghouri is a natural person and also a citizen of California based on Plaintiff’s information and belief.

6. Defendant RS Staffing, LLC is a limited liability company organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

7. Defendant Revolution Services, Inc. is a corporation organized and existing under the laws of California and also a citizen of California based on Plaintiff’s information and belief.

8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of participation in the conduct alleged herein of the Defendants sued as Does 1-50, inclusive, but is informed and believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend the Complaint to allege the true names and capacities of the Doe Defendants when ascertained.

9. Plaintiff is informed and believes and thereon alleges that, at all relevant times herein, all Defendants were the agents, employees and/or servants, masters or employers of the remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act within the course and scope of such agency, employment, direction and control, and with the approval and ratification of each of the other Defendants.

10. At all relevant times, in perpetrating the acts and omissions alleged herein, Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack of a practice which resulted in Defendants not compensating Plaintiff and the other Class Members or otherwise complying with their rights in accordance with applicable California labor



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1 laws as alleged herein.

2 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
3 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
4 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
5 described class in accordance with applicable laws as alleged herein.

6 ///

7 **III. CLASS ALLEGATIONS**

8 12. This action has been brought and may be maintained as a class action pursuant to
9 California Code of Civil Procedure section 382 because there is a well-defined community of
10 interest among the persons who comprise the readily ascertainable class defined below and
11 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
12 a class action.

13 13. **Class Definition:** The Class is defined as follows: All persons Defendants
14 employed in California as hourly, non-exempt workers, including production machinery
15 operators, individuals performing work comparable to the aforementioned, compensated
16 comparably to the aforementioned, and individuals in similar positions, at any time during the
17 period beginning four years prior to the filing of this action and ending on the date that final
18 judgment is entered in this action (“Class” or “Class Members”).

19 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
20 right to amend or modify the class definition with greater specificity, by further division into
21 subclasses and/or by limitation to particular issues.

22 15. **Numerosity:** The Class Members are so numerous that the individual joinder of
23 each individual Class Member is impractical. While Plaintiff does not currently know the exact
24 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
25 minimum required for numerosity under California laws.

26 16. **Commonality and Predominance:** Common questions of law and fact exist as to
27 all Class Members and predominate over any questions which affect only individual Class
28 Members. These questions include, but are not limited to:



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1 A. Whether Defendants failed to pay all wages earned to Class Members for
2 all hours worked at the correct rates of pay, including overtime, doubletime, meal period
3 premium, and rest period premium wages;

4 B. Whether Defendants failed to provide the Class Members with all meal
5 periods in compliance with California law;

6 C. Whether Defendants failed to authorize and permit the Class Members to
7 take all rest periods in compliance with California law;

8 D. Whether Defendants knowingly and intentionally failed to provide the
9 class with accurate and complete itemized wage statements;

10 E. Whether Defendants willfully failed to provide the class with timely final
11 wages;

12 F. Whether Defendants engaged in unfair competition within the meaning of
13 Business and Professions Code sections 17200, et seq., with respect to the Class; and

14 G. Whether Class Members are entitled to restitution of money or property
15 that Defendants may have acquired from them through alleged Labor Code violations.

16 17. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
17 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
18 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
19 Code, the Wage Order, and the Business and Professions Code.

20 18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
21 in that he has no interests that are adverse to, or otherwise in conflict with, the interests of absent
22 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
23 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
24 Members.

25 19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
26 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
27 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
28 Plaintiff and absent Class Members.



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1 20. **Superiority:** A class action is vastly superior to other available means for fair and
2 efficient adjudication of Class Members’ claims and would be beneficial to the parties and the
3 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
4 and efficiently prosecute their common claims in a single forum without the unnecessary
5 duplication of effort and expense that numerous individual actions would entail. In addition, the
6 monetary amounts due to many individual Class Members are likely to be relatively small and
7 would thus make it difficult, if not impossible, for individual Class Members to both seek and
8 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
9 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
10 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

11 **IV. STATEMENT OF FACTS**

12 21. The Wage Order applies to “all persons employed in the laundry, linen supply, dry
13 cleaning and dyeing industry whether paid on a time, piece rate, commission, or other basis...”
14 Wage Order, § 1. The Wage Order defines the “Laundry, Linen Supply, Dry Cleaning, and Dyeing
15 Industry” to include

16 any industry, business, or establishment operated for the purpose of washing,
17 ironing, cleaning, refreshing, restoring, pressing, dyeing, storing, fumigating,
18 mothproofing, waterproofing, or other processes incidental thereto, on articles or
19 fabrics of any kind, including but not limited to clothing, hats, drapery, rugs,
20 curtains, linens, household furnishings, textiles, furs, or leather goods; and includes
self-service laundries, self-service dry cleaning establishments, and the collection,
distribution, storage, sale, or resale at retail or wholesale of the foregoing services

21 Wage Order, § 2(H). At all relevant times during the applicable limitations period, the
22 Defendants, Plaintiff, and all of the Class Members were covered by the Wage Order because
23 Plaintiff and all of the Class Members worked for the Defendants as machine operators, their
24 assistants and other related occupations relevant to the laundry, linen supply, dry cleaning, and
25 dyeing industry. Accordingly, Plaintiff and all of the other Class Members are entitled to the
26 protections the Wage Order provides.

27 22. In 2006, the Defendants began to employ Plaintiff in Gardena, CA in the position
28 of hourly, non-exempt production machinery operator for Defendants’ textile printing and dyeing



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1 shop. The Defendants continuously employed him in that capacity for 19 years until on or about
2 July 21, 2025, when his employment ended.

3 23. At all relevant times, the Defendants issued wages to Plaintiff and all of the other
4 Class Members on a semimonthly basis and paid them by the hour. At all relevant times, the
5 Defendants classified Plaintiff and all of the other Class Members as non-exempt employees
6 entitled to the protections of the Labor Code and the Wage Order.

7 24. At all relevant times, the Defendants failed to compensate Plaintiff and all of the
8 other Class Members for all hours worked at the applicable minimum or regular rates of pay.

9 25. At all relevant times, the Defendants failed to compensate Plaintiff and all of the
10 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
11 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants
12 required Plaintiff and the other Class Members to work over eight hours per day, over 40 hours
13 per week, and on the seventh day of the same work week. However, the Defendants paid Plaintiff
14 and the other Class Members at their regular hourly rate for such work, instead of the required
15 overtime premium rate of time and one half. To avoid paying overtime premium rates, the
16 Defendants recorded a maximum of eight hours worked for each regular work day on Plaintiff
17 and the Class Members' pay stubs and wage statements, regardless of the hours worked reflected
18 on the Class Members' time cards. The Defendants thus paid Plaintiff and the Class Members by
19 official paycheck at only their regular rates of pay for eight hours per work day. All hours over
20 eight worked in a single work day by Plaintiff and the other Class Members were left off of official
21 pay stubs and wage statements and were paid out to Plaintiff and the Class Members in cash at
22 their regular rates of pay.

23 26. At all relevant times, the Defendants failed to compensate Plaintiff and all of the
24 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over
25 the first eight of the seventh day of the workweek. The Defendants paid Plaintiff and the other
26 Class Members at their regular hourly rate for such work, instead of the required doubletime
27 premium rate. To avoid paying premium rates, the Defendants recorded a maximum of eight hours
28 worked for each regular work day on Plaintiff and the Class Members' pay stubs and wage



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1 statements, regardless of the hours worked reflected on the Employees' time cards. The
2 Defendants thus paid Plaintiff and the Class Members by official paycheck at only their regular
3 rates of pay for eight hours per work day. All hours over eight, including any hours over twelve,
4 worked in a single work day by Plaintiff and the other Class Members were left off of official pay
5 stubs and wage statements and were paid out to Plaintiff and the Class Members in cash at their
6 regular rates of pay.

7 27. At all relevant times, the Defendants failed to provide Plaintiff and all of the other
8 Class Members with all timely 30-minute, off-duty meal periods. The Defendants required
9 Plaintiff and the other Class Members to work for more than five hours each work day before
10 taking their required 30-minute duty-free meal periods. The Defendants also did not allow
11 Plaintiff and the Class Members to leave the premises to take their meal periods and did not allow
12 them to take a second 30-minute duty-free meal period during days on which Plaintiff and the
13 Class Members worked in excess of ten hours. The Defendants also failed to pay premium wages
14 for days on which they failed to provide Plaintiff and all of the other Class Members with meal
15 periods as required by law.

16 28. At all relevant times, the Defendants failed to authorize and permit Plaintiff and
17 all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours
18 worked or major portion thereof. Plaintiff and the other Class Members worked in excess of eight
19 hours each work day but were not authorized or permitted to take a second ten-minute, off-duty,
20 paid rest break on any such work day. The Defendants also failed to pay premium wages for days
21 on which they failed to authorize and permit Plaintiff and all of the other Class Members to take
22 rest breaks as required by law.

23 29. At all relevant times, the Defendants failed to provide paid sick leave to Plaintiff
24 and all of the other Class Members.

25 30. At all relevant times, the Defendants failed to issue to Plaintiff and all of the other
26 Class Members complete and accurate wage statements that state all hours worked at the correct
27 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
28 the wage statements they issued to Plaintiff and all of the other Class Members the unpaid wages



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1 discussed above. The wage statements fail to state all overtime wages earned, all doubletime
2 wages earned, all meal period premium wages earned, all rest break premium wages earned, all
3 earned sick pay, gross wages earned, net wages earned, and related information.

4 31. At all relevant times, the Defendants failed to provide Plaintiff and all of the other
5 Class Members with statements of sick leave available, or paid time off in lieu of sick leave.

6 32. At all relevant times, the Defendants also failed to timely pay Plaintiff and all of
7 the other Class Members all earned wages as described above during and at the conclusion of
8 employment.

9 33. At all relevant times, the Defendants failed to maintain accurate employee records
10 of Plaintiff and all of the other Class Members.

11 34. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
12 unlawful practices and policies, Plaintiff and the Class Members were:

- 13 A. Not provided with all off duty meal periods;
14 B. Not authorized and permitted to take all rest break periods;
15 C. Not paid one hour's pay for each workday in which Defendants failed to
16 authorize and permit them to take one or more timely rest periods;
17 D. Not paid one hour's pay for each workday in which Defendants failed to
18 provide them with one or more timely meal periods;
19 E. Not paid all wages earned, including, but not limited to overtime and
20 doubletime wages for applicable time worked;
21 F. Not provided with accurate and complete wage statements; and
22 G. Not timely paid all earned and unpaid wages at the time their employment
23 ended.

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FIRST CAUSE OF ACTION
**FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE
CORRECT RATES**

Lab. Code §§ 510, 558.1, 1194, 1197, and 1198

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

35. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

36. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

**A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT
THE CORRECT RATES OF PAY**

37. Section 2(G) of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

38. Section 3 of the Wage Order states:

(A) Daily Overtime - General Provisions

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such 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 (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.



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(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

39. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

40. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

41. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

42. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

43. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22



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1 Cal.4th 575, 585.)

2 44. At all relevant times during the applicable limitations period, Defendants failed to
3 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
4 overtime and doubletime wages for all overtime and doubletime hours, respectively, that they
5 worked at the correct rates of pay.

6 45. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
7 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
8 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
9 rates of pay as required by California law.

10 **B. FAILURE TO PROVIDE SICK LEAVE**

11 46. Labor Code section 233 states

12 Any employer who provides sick leave for employees shall permit an
13 employee to use in any calendar year the employee's accrued and available
14 sick leave entitlement, in an amount not less than the sick leave that would
15 be accrued during six months at the employee's then current rate of
entitlement, for the reasons specified in subdivision (a) of Section 246.5.

16 47. Labor Code section 246(a)(1) states

17 An employee who, on or after July 1, 2015, works in California for the
18 same employer for 30 or more days within a year from the commencement
19 of employment is entitled to paid sick days as specified in this section.

20 48. Labor Code section 246.5 states

21 (a) Upon the oral or written request of an employee, an employer shall
22 provide paid sick days for the following purposes:

23 (1) Diagnosis, care, or treatment of an existing health
24 condition of, or preventive care for, an employee or an
employee's family member.

25 ...

26 (c) (1) An employer shall not deny an employee the right to use accrued
27 sick days ...

28 49. The Defendants failed to provide Plaintiff and all of the other Class Members with



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1 paid sick leave.

2 50. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
3 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
4 failure to pay Plaintiff and the other Class Members sick leave as required by California law.

5 **C. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
6 **LABOR CODE**

7 51. In relevant part, Labor Code section 558.1 states:

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

14 (b) For purposes of this section, the term "other person acting on
15 behalf of an employer" is limited to a natural person who is an
16 owner, director, officer, or managing agent of the employer, and
17 the term "managing agent" has the same meaning as in subdivision
18 (b) of Section 3294 of the Civil Code.

16 At all relevant times, Dede Chaghouri ("Chaghouri") was an employer of Plaintiff and all of the
17 other Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and
18 the other employers identified above. Chaghouri directly or indirectly, or through an agent or
19 other person, employed and exercised control over the wages, hours, and/or working conditions
20 of the Class Members, and caused the violations to the Labor Code and the Wage Order described
21 above. On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid
22 wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and
23 related relief against Chaghouri that is the same as the award of against the other Defendants on
24 the same grounds for which Plaintiff seeks against the Defendants.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7, 512, and 558.1

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

52. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

53. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

54. In relevant part, California Labor Code § 1198 states:

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. 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.

55. In relevant part, California Labor Code § 512 states:

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

56. In relevant part, section 11 of the Wage Order states:

Meal Periods

(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.



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- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (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.
- (D) 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.
- (E) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided.
- (F) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

57. In relevant part, California Labor Code § 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal period or rest 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



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1 compensation for each work day that the meal or rest
2 period is not provided.

3 58. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
4 Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
5 they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
6 to a second 30-minute meal period when they worked more than 10 hours in a workday.

7 59. Defendants intentionally failed to provide Plaintiff and the Class Members with
8 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
9 required Plaintiff and the other Class Members to work for more than five hours each work day
10 before taking their required 30-minute duty-free meal periods. The Defendants also did not allow
11 Plaintiff and the Class Members to leave the premises to take their meal periods and did not allow
12 them to take a second 30-minute duty-free meal period during days on which Plaintiff and the
13 Class Members worked in excess of ten hours.

14 60. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
15 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
16 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
17 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
18 Members with timely meal periods.

19 61. Plaintiff is informed and believes and thereon alleges that, at all relevant times
20 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
21 which resulted in Defendants not providing the and the Class Members with all off-duty meal
22 periods required by California law.

23 62. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
24 suffered damages in amounts subject to proof to the extent they were not paid additional wages
25 owed for all meal periods not provided to them.

26 63. By reason of the above, Plaintiff and the Class Members are entitled to premium
27 wages for workdays in which one or more meal periods were not provided to them pursuant to
28 California Labor Code § 226.7.

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1 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
2 **LABOR CODE**

3 64. In relevant part, Labor Code section 558.1 states:

- 4 (a) Any employer or other person acting on behalf of an employer,
5 who violates, or causes to be violated, any provision regulating
6 minimum wages or hours and days of work in any order of the
7 Industrial Welfare Commission, or violates, or causes to be
8 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
9 held liable as the employer for such violation.
10 (b) For purposes of this section, the term “other person acting on
11 behalf of an employer” is limited to a natural person who is an
12 owner, director, officer, or managing agent of the employer, and
13 the term “managing agent” has the same meaning as in subdivision
14 (b) of Section 3294 of the Civil Code.

15 At all relevant times, Chaghouri was an employer of Plaintiff and all of the other Class Members,
16 and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers
17 identified above. Chaghouri directly or indirectly, or through an agent or other person, employed
18 and exercised control over the wages, hours, and/or working conditions of the Class Members,
19 and caused the violations to the Labor Code and the Wage Order described above. On behalf of
20 himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest,
21 restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against
22 Chaghouri that is the same as the award of against the other Defendants on the same grounds for
23 which Plaintiff seeks against the Defendants.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

26 **Lab. Code §§ 226.7 and 558.1**

27 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

28 65. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

66. At all relevant times during the applicable limitations period, Plaintiff and the
Class Members have been employees of Defendants and entitled to the benefits and protections
of California Labor Code §§ 226.7 and 1198, and the Wage Order.



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1 67. In relevant part, California Labor Code § 1198 states:

2 The maximum hours of work and the standard conditions of labor
3 fixed by the commission shall be the maximum hours of work and
4 the standard conditions of labor for employees. The employment
5 of any employee for longer hours than those fixed by the order or
under conditions of labor prohibited by the order is unlawful.

6 68. In relevant part, section 12 of the Wage Order states:

7 Rest Periods:

8
9 (A) Every employer shall authorize and permit all employees to take
rest periods, which insofar as practicable shall be in the middle of
10 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
11 rest time per four (4) hours or major fraction thereof. However, a
rest period need not be authorized for employees whose total daily
12 work time is less than three and one-half (3 ½) hours. Authorized
rest period time shall be counted as hours worked for which there
13 shall be no deduction from wages.

14
15 (B) If an employer fails to provide an employee a rest period in
accordance with the applicable provisions of this order, the
16 employer shall pay the employee one (1) hour of pay at the
employee's regular rate of compensation for each workday that the
17 rest period is not provided.

18 69. In relevant part, California Labor Code § 226.7 states:

19
20 (b) An employer shall not require an employee to work during
a meal or rest period mandated pursuant to an applicable
21 statute, or applicable regulation, standard, or order of the
Industrial Welfare Commission, the Occupational Safety
22 and Health Standards Board, or the Division of
Occupational Safety and Health.

23
24 (c) If an employer fails to provide an employee a meal period
or rest period in accordance with a state law, including, but
25 not limited to, an applicable statute or applicable
regulation, standard, or order of the Industrial Welfare
26 Commission, the Occupational Safety and Health
Standards Board, or the Division of Occupational Safety
27 and Health, the employer shall pay the employee one
28 additional hour of pay at the employee's regular rate of



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1 compensation for each work day that the meal or rest
2 period is not provided.

3 70. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
4 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
5 of work, or major fraction thereof.

6 71. Defendants intentionally failed to authorize and permit Plaintiff and the Class
7 Members to take all 10-minute rest periods free from any work duties in accordance with the
8 Wage Order.

9 72. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
10 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
11 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
12 Plaintiff and the other Class Members to take timely rest periods.

13 73. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
14 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
15 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
16 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
17 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
18 to authorize and permit them to take 10-minute rest periods every four hours worked or major
19 fraction thereof.

20 74. Plaintiff is informed and believes and thereon alleges that, at all relevant times
21 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
22 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
23 take all rest breaks required by California law.

24 75. Defendants failed to provide Plaintiff with all required rest breaks in accordance
25 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
26 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
27 which resulted in Defendants not providing the Class Members with all rest breaks required by
28 California law.



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1 76. Defendants failed to pay Plaintiff the additional wages required by California
2 Labor Code § 226.7 for all rest breaks not provided to him. Plaintiff is informed and believes and
3 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
4 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
5 Class Members with additional wages for all rest breaks not provided to them as required by
6 California Labor Code § 226.7.

7 77. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
8 suffered damages in amounts subject to proof to the extent they were not paid additional wages
9 owed for all rest breaks not provided to them.

10 78. By reason of the above, Plaintiff and the Class Members are entitled to premium
11 wages for workdays in which one or more rest breaks were not provided to them pursuant to
12 California Labor Code § 226.7.

13 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
14 **LABOR CODE**

15 79. In relevant part, Labor Code section 558.1 states:

- 16 (a) Any employer or other person acting on behalf of an employer,
17 who violates, or causes to be violated, any provision regulating
18 minimum wages or hours and days of work in any order of the
19 Industrial Welfare Commission, or violates, or causes to be
20 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
21 held liable as the employer for such violation.
- 22 (b) For purposes of this section, the term "other person acting on
23 behalf of an employer" is limited to a natural person who is an
24 owner, director, officer, or managing agent of the employer, and
25 the term "managing agent" has the same meaning as in subdivision
26 (b) of Section 3294 of the Civil Code.

27 At all relevant times, Chaghouri was an employer of Plaintiff and all of the other Class Members,
28 and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers
identified above. Chaghouri directly or indirectly, or through an agent or other person, employed
and exercised control over the wages, hours, and/or working conditions of the Class Members,
and caused the violations to the Labor Code and the Wage Order described above. On behalf of



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1 himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest,
2 restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against
3 Chaghouri that is the same as the award of against the other Defendants on the same grounds for
4 which Plaintiff seeks against the Defendants.

5 **FOURTH CAUSE OF ACTION**

6 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

7 **Lab. Code §§ 226 and 558.1**

8 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

9 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
10 **STATEMENTS**

11 80. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

12 81. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
13 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
14 statement showing:

15 A. Gross wages earned;

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

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

21 D. All deductions, provided that all deductions made on written orders of the
22 Employee may be aggregated and shown as one item;

23 E. Net wages earned;

24 F. The inclusive dates of the period for which the employee is paid;

25 G. The name of the employee and his or her social security number, except
26 that by January 1, 2008, only the last four digits of his or her social security number or an
27 employee identification number other than a social security number may be shown on the itemized
28 statement;



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1 H. The name and address of the legal entity that is the employer; and

2 I. All applicable hourly rates in effect during the pay period and the
3 corresponding number of hours worked at each hourly rate by the employee.

4 82. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
5 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
6 the employer fails to provide accurate and complete information as required by California Labor
7 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
8 alone one or more of the following:

9 A. The amount of the gross wages or net wages paid to the employee during
10 the pay period or any of the other information required to be provided on the itemized wage
11 statement pursuant to California Labor Code § 226(a);

12 B. Which deductions the employer made from gross wages to determine the
13 net wages paid to the employee during the pay period;

14 C. The name and address of the employer and, if the employer is a farm labor
15 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
16 and address of the legal entity that secured the services of the employer during the pay period;

17 D. The name of the employee and only the last four digits of his or her social
18 security number or an employee identification number other than a social security number; and

19 E. The number of piece-rate units earned and the piece rate.

20 83. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
21 means a reasonable person would be able to readily ascertain the information without reference
22 to other documents or information.

23 84. As alleged herein, at all relevant times during the applicable limitations period,
24 Defendants violated California Labor Code section 226 because they did not properly and
25 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
26 the corresponding number of hours worked at each rate by the employee and other requirements
27 of California Labor Code section 226. Defendants failed to state in the wage statements they
28 issued to Plaintiff and the other Class Members all their hours worked and wages earned.



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1 Defendants knowingly and intentionally did not issue either as a detachable part of the check,
2 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
3 or cash, statements to Plaintiff and the Class Members that state all overtime wages earned, all
4 doubletime wages earned, all meal period premium wages earned, all rest break premium wages
5 earned, all earned sick pay, gross wages earned, net wages earned, and related information.

6 85. Defendants' failure to provide Plaintiff and the other Class Members with accurate
7 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
8 the other Class Members with accurate wage statements but intentionally provided wage
9 statements that Defendants knew were not accurate.

10 86. As a result of being provided with inaccurate wage statements by Defendants,
11 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
12 wage statements were violated and they were misled about the amount of wages they had actually
13 earned and were owed. In addition, the absence of accurate information on their wage statements
14 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
15 and mathematical computations to determine the amounts of wages owed, has caused difficulty
16 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
17 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
18 and the other Class Members were not able to ascertain from the wage statements whether
19 Defendants complied with their obligations under California Labor Code section 226(a).

20 **B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

21 87. Labor Code § 246 states

22 An employer shall provide an employee with written notice that sets forth the
23 amount of paid sick leave available, or paid time off leave an employer provides
24 in lieu of sick leave, for use on either the employee's itemized wage statement
described in Section 226 or in a separate writing provided on the designated pay
date with the employee's payment of wages.

25
26 Lab.Code § 246(h) (effective July 1, 2015). As a matter of policy and practice, the Defendants
27 failed to provide Plaintiff and all of the other Class Members with an itemized wage statement or
28 separate writing that set forth the amount of paid sick leave available.



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1 88. Pursuant to California Labor Code § 226(e), Plaintiffs and the other Class
2 Members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
3 for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one
4 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
5 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are
6 also entitled to an award of costs and reasonable attorneys' fees.

7 **C. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
8 **LABOR CODE**

9 89. In relevant part, Labor Code section 558.1 states:

- 10 (a) Any employer or other person acting on behalf of an employer,
11 who violates, or causes to be violated, any provision regulating
12 minimum wages or hours and days of work in any order of the
13 Industrial Welfare Commission, or violates, or causes to be
14 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
15 held liable as the employer for such violation.
16
17 (b) For purposes of this section, the term "other person acting on
18 behalf of an employer" is limited to a natural person who is an
19 owner, director, officer, or managing agent of the employer, and
20 the term "managing agent" has the same meaning as in subdivision
21 (b) of Section 3294 of the Civil Code.

22 At all relevant times, Chaghouri was an employer of Plaintiff and all of the other Class Members,
23 and/or "owner," "managing agent," and/or "officer" of the Defendants and the other employers
24 identified above. Chaghouri directly or indirectly, or through an agent or other person, employed
25 and exercised control over the wages, hours, and/or working conditions of the Class Members,
26 and caused the violations to the Labor Code and the Wage Order described above. On behalf of
27 himself and all of the other Class Members, Plaintiff seeks an award of unpaid wages, interest,
28 restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against
Chaghouri that is the same as the award of against the other Defendants on the same grounds for
which Plaintiff seeks against the Defendants.

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FIFTH CAUSE OF ACTION
WILLFUL FAILURE TO TIMELY PAY FINAL WAGES
(Lab. Code §§ 201, 202, 203, and 558.1)

(By Plaintiff, on behalf of himself and the Class, against all Defendants)

90. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

91. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201, 202, and 203, and the Wage Order.

92. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

93. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours' notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours' notice before quitting are due and payable within 72 hours.

94. The Defendants failed to pay Plaintiff and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Plaintiff, including overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation.

95. By failing to pay such earned wages to Plaintiff and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

96. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

97. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time



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1 penalties for each Class Member.

2 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
3 **LABOR CODE**

4 98. In relevant part, Labor Code section 558.1 states:

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

11 (b) For purposes of this section, the term “other person acting on
12 behalf of an employer” is limited to a natural person who is an
13 owner, director, officer, or managing agent of the employer, and
14 the term “managing agent” has the same meaning as in subdivision
15 (b) of Section 3294 of the Civil Code.

16 99. At all relevant times, Chaghouri was an employer of Plaintiff and all of the other
17 Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the
18 other employers identified above. Chaghouri directly or indirectly, or through an agent or other
19 person, employed and exercised control over the wages, hours, and/or working conditions of the
20 Class Members, and caused the violations to the Labor Code and the Wage Order described above.
21 On behalf of himself and all of the other Class Members, Plaintiff seeks an award of unpaid
22 wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and
23 related relief against Chaghouri that is the same as the award of against the other Defendants on
24 the same grounds for which Plaintiff seeks against the Defendants.

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

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

28 **(By Plaintiff, on behalf of himself and the Class, against all Defendants)**

100. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

101. The unlawful conduct of Defendants alleged herein amount to and constitutes
unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*



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1 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
2 gained a competitive advantage over other comparable companies doing business in California
3 that comply with their legal obligations to compensate employees for all earned wages.

4 102. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
5 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
6 Members were deprived of overtime wages, doubletime wages, missed meal period premium
7 wages, missed rest period premium wages, sick leave pay, and comparable money and property.

8 103. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
9 Class Members are entitled to restitution of all monies rightfully belonging to them that
10 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
11 practices.

12 104. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in
13 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
14 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

15 **SEVENTH CAUSE OF ACTION**

16 **CIVIL PENALTIES**

17 **Lab.Code §§ 2698, *et seq.***

18 **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**
19 **against all Defendants)**

20 105. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

21 106. The "Aggrieved Employees" are all members of the Class defined above who
22 Defendants employed during the period beginning December 1, 2024, and ending on the date that
23 final judgment is entered in this action.

24 107. Labor Code § 204 states

25 (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,
26 or 204.2, earned by any person in any employment are due and payable twice
27 during each calendar month, on days designated in advance by the employer as the
28 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any
calendar month shall be paid for between the 16th and the 26th day of the month
during which the labor was performed, and labor performed between the 16th and
the last day, inclusive, of any calendar month, shall be paid for between the 1st
and 10th day of the following month. ...



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(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

108. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558.1, 1174, 1194, 1197, and 1198.

109. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

110. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 558.1, 1174, 1194, 1197, and 1198 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by



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1 California Labor Code § 226.3); Alternatively, one hundred dollars (\$100) for each Aggrieved
2 Employee per pay period; Alternatively, twenty-five dollars (\$25) for each Aggrieved Employee
3 per pay period if the employee could promptly and easily determine from the wage statement
4 alone the accurate information specified by subdivision (a) of Section 226; and alternatively, fifty
5 dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from
6 an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or
7 four consecutive pay periods.

8 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
9 (\$50.00) for each aggrieved employee for each initial violation for pay period for which the
10 employee was underpaid and one hundred dollars (\$100.00) for each underpaid employee for
11 each pay period for which the employee was underpaid (penalty amounts established by
12 California Labor Code § 558).

13 D. For violations of California Labor Code § 1174, five hundred dollars
14 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
15 amounts established by Labor Code § 1174.5).

16 E. For violations of California Labor Code § 1197, one hundred dollars
17 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
18 fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
19 (regardless of whether the initial violations were intentionally committed) (penalty amounts
20 established by California Labor Code § 1197.1).

21 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 233, 246,
22 246.5, 1194, and 1198, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
23 period for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee
24 per pay period for each subsequent violation (penalty amounts established by California Labor
25 Code § 2699(f)(2)).

26 111. Plaintiff has complied with the procedures for bringing suit specified in California
27 Labor Code § 2699.3. By letter, dated December 1, 2025, Plaintiff filed written notice online with
28 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified



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1 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
2 violated, including the facts and theories to support the alleged violations. A true and correct copy
3 of the notice to the LWDA, dated December 1, 2025, is attached as **Exhibit A**. Plaintiff submitted
4 his LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
5 response within 65 calendar days of the date of Plaintiff's notice, but Plaintiff anticipates that the
6 LWDA will provide written notice to Plaintiff informing him that it does not intend to investigate
7 these allegations.

8 112. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
9 Employees are entitled to an award of civil penalties, reasonable attorney's fees and costs in
10 connection with their claims for civil penalties.

11 **V. PRAYER FOR RELIEF**

12 113. WHEREFORE, Plaintiff, on behalf of himself and the Class Members, prays for
13 relief and judgment against Defendants as follows:

- 14 A. An order that the action be certified as a class action with respect to
15 Plaintiff's claims for violations of California law;
- 16 B. An order that Plaintiff be appointed class representative;
- 17 C. An order that counsel for Plaintiff be appointed class counsel;
- 18 D. Unpaid wages, including overtime, doubletime, missed meal period, and
19 missed rest period;
- 20 E. Liquidated damages;
- 21 F. Statutory penalties, including waiting time penalties;
- 22 G. Civil penalties;
- 23 H. Restitution;
- 24 I. Declaratory relief;
- 25 J. Actual damages;
- 26 K. Pre-judgment interest;
- 27 L. Costs of suit;
- 28 M. Reasonable attorneys' fees; and



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N. Such other relief as the Court deems just and proper.

VI. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and all other Class Members, hereby demands a jury trial on all issues so triable.

Respectfully submitted,

THE SPIVAK LAW FIRM

Dated: February 9, 2026

By:



DAVID G. SPIVAK, JULIA R. McCOY, Attorneys for Plaintiff(s), MANUEL SOTO, and all others similarly situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY CERTIFIED MAIL

December 30, 2025

RS Staffing LLC
1736 Robinlinda Lane
Monterey Park, CA 91755

Re: Manuel Soto / LA Dye & Print
LWDA Number: LWDA-CM-1141211-25

To Whom It May Concern:

Please find enclosed a copy of the notice sent to the Labor and Workforce Department Agency dated December 1, 2025, that we previously sent to RS Staffing LLC c/o Cassandra Yang, 599 S. Barranca Avenue, Covina, CA 91723.

Sincerely,

Nora Greer

Paralegal

nora@spivaklaw.com

Encl. as stated

cc: Mr. Manuel Soto

Mr. Walter L. Haines, Esq.



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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

December 1, 2025

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Manuel Soto / LA Dye & Print

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Manuel Soto (hereafter “Soto” or “Complainant”) provides notice that LA Dye & Print, Inc., RS Staffing, LLC, Revolution Services, Inc., Dede Chaghouri, and related entities (collectively “the LA Dye & Print Employers” or “the Employers”) violated his rights and those of all other individuals the LA Dye & Print Employers have employed or otherwise contracted with in California as hourly, non-exempt workers, including production machinery operators, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 233, 246, 246.5, 510, 512, 1174, 1194, 1197, 1198, and other Labor Code statutes. On behalf of himself and all other Aggrieved Employees, Soto hereby provides this notice to the Labor & Workforce Development Agency and the LA Dye & Print Employers and their agents and representatives.

At all relevant times, the LA Dye & Print Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Soto and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 6-2001 (hereafter “the Wage Order”) section 2, subdivision (E) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

///

Statement of Facts

Beginning in 2006, the LA Dye & Print Employers began to employ Soto in Gardena, CA in the position of hourly, non-exempt production machinery operator. The LA Dye & Print Employers continuously employed him in that capacity for 19 years, until on or about July 21, 2025, when his employment ended.

At all relevant times, the LA Dye & Print Employers issued wages to Soto and all of the other Aggrieved Employees on a semimonthly basis and paid them by the hour. At all relevant times, the LA Dye & Print Employers classified Soto and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The LA Dye & Print Employers required Soto and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same work week. However, the LA Dye & Print Employers paid Soto and the other Aggrieved Employees at their regular hourly rate for such work, instead of the required overtime premium rate of time and one half. To avoid paying overtime premium rates, the LA Dye & Print Employers recorded a maximum of eight hours worked for each regular work day on Soto and the Aggrieved Employees' pay stubs and wage statements, regardless of the hours worked reflected on the Employees' time cards. The Employers thus paid Soto and the Aggrieved Employees by official paycheck at only their regular rates of pay for eight hours per work day. All hours over eight worked in a single work day by Soto and the other Aggrieved Employees were left off of official pay stubs and wage statements and were paid out to Soto and the Aggrieved Employees in cash at their regular rates of pay.

The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The LA Dye & Print Employers required Soto and the Aggrieved Employees to work over 12 hours in a day, and over eight of the seventh day of the workweek. The LA Dye & Print Employers paid Soto and the other Aggrieved Employees at their regular hourly rate for such work, instead of the required doubletime premium rate of pay. To avoid paying such premium

rates, the LA Dye & Print Employers recorded a maximum of eight hours worked for each regular work day on Soto and the Aggrieved Employees' pay stubs and wage statements, regardless of the hours worked reflected on the Employees' time cards. The Employers thus paid Soto and the Aggrieved Employees by official paycheck at only their regular rates of pay for eight hours per work day. All hours over eight, including any hours over twelve, worked in a single work day by Soto and the other Aggrieved Employees were left off of official pay stubs and wage statements and were paid out to Soto and the Aggrieved employees in cash at their regular rates of pay.

At all relevant times, the LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The LA Dye & Print Employers required Soto and the other Aggrieved Employees to work for more than five hours each work day before taking their required 30-minute duty-free meal periods. The Employers also did not allow Soto and the Aggrieved Employees to leave the premises to take their meal periods, and did not allow them to take a second 30-minute duty-free meal period during days on which Soto and the Aggrieved Employees worked in excess of ten hours. The LA Dye & Print Employers also failed to pay premium wages for days on which they failed to provide Soto and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the LA Dye & Print Employers failed to authorize and permit Soto and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. Soto and the other Aggrieved Employees worked in excess of eight hours each work day but were not authorized or permitted to take a second ten-minute, off-duty, paid rest break on any such work day. The LA Dye & Print Employers also failed to pay premium wages for days on which they failed to authorize and permit Soto and all of the other Aggrieved Employees to take rest breaks as required by law.

The LA Dye & Print Employers failed to provide paid sick leave to Soto and all of the other Aggrieved Employees.

At all relevant times, the LA Dye & Print Employers failed to issue to Soto and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The LA Dye & Print Employers knowingly and intentionally failed to state on the wage statements they issued to Soto and all of the other Aggrieved Employees the unpaid wages discussed

above. The wage statements fail to state all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, gross wages earned, net wages earned, all regular wages earned, and other required information.

The LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The LA Dye & Print Employers also failed to timely pay Soto and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The LA Dye & Print Employers failed to maintain accurate employee records of Soto and all of the other Aggrieved Employees.

For the reasons stated herein, Soto alleges the following violations of the Labor Code and the Wage Order on behalf of himself and all of the other Aggrieved Employees:

- (a) The LA Dye & Print Employers failed to pay Soto and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including overtime, and doubletime wages;
- (b) The LA Dye & Print Employers failed to provide paid sick leave to Soto and all of the other Aggrieved Employees;
- (c) The LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (d) The LA Dye & Print Employers failed to authorize and permit Soto and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (e) The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees at one hour's pay for each day in which the LA Dye & Print Employers failed to provide them with one or more meal periods as required by law;

- (f) The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees at one hour's pay for each day in which the LA Dye & Print Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (g) The LA Dye & Print Employers knowingly and intentionally failed to provide Soto and all of the other Aggrieved Employees with accurate and complete wage statements;
- (h) The LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave;
- (i) The LA Dye & Print Employers willfully failed to timely pay Soto and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the LA Dye & Print Employers and when their employment ended;
- (j) The LA Dye & Print Employers failed to maintain accurate employment records pertaining to Soto and all of the other Aggrieved Employees.

Accordingly, Soto now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees based on the LA Dye & Print Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the laundry, linen supply, dry cleaning and dyeing industry whether paid on a time, piece rate, commission, or other basis..." Wage Order, § 1. The Wage Order defines the "Laundry, Linen Supply, Dry Cleaning, and Dyeing Industry" to include

any industry, business, or establishment operated for the purpose of washing, ironing, cleaning, refreshing, restoring, pressing, dyeing, storing, fumigating, mothproofing, waterproofing, or other processes incidental thereto, on articles or fabrics of any kind, including but not limited to clothing, hats, drapery, rugs, curtains, linens, household furnishings,

textiles, furs, or leather goods; and includes self-service laundries, self-service dry cleaning establishments, and the collection, distribution, storage, sale, or resale at retail or wholesale of the foregoing services

Wage Order, § 2(H). At all relevant times during the applicable limitations period, the LA Dye & Print Employers, Soto, and all of the Aggrieved Employees were covered by the Wage Order because the LA Dye & Print Employers operated a textile printing and dyeing shop, and Soto, and all of the Aggrieved Employees, worked for the LA Dye & Print Employers as machine operators, their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Soto and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure to Pay Wages for All Hours Worked at the Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

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

In relevant part, Labor Code section 510 states:

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.

In relevant part, Section 3(A)(1) of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such 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 (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The LA Dye & Print Employers required Soto and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same work week. However, the LA Dye & Print Employers paid Soto and the other Aggrieved Employees at their regular hourly rate for such work, instead of the required overtime premium rate of time and one half. To avoid paying overtime premium rates, the LA Dye & Print Employers recorded a maximum of eight hours worked for each regular work day on Soto and the Aggrieved Employees’ pay stubs and wage statements, regardless of the hours worked reflected on the Employees’ time cards. The Employers thus paid Soto and the Aggrieved Employees by official paycheck at only their regular rates of pay for eight hours per work day. All hours over eight worked in a single work day by Soto and the other Aggrieved Employees were left off of official pay stubs and wage statements and were paid out to Soto and the Aggrieved employees in cash at their regular rates of pay. The LA Dye & Print Employers paid Soto and the other Aggrieved Employees at their regular hourly rate for such work, instead of the required doubletime premium rate.

The LA Dye & Print Employers also required Soto and the Aggrieved Employees to work over 12 hours in a day, and over first eight of the seventh day of the work week. To avoid paying premium rates, the LA Dye & Print Employers recorded a maximum of eight hours worked for each regular work day on Soto and the Aggrieved Employees’ pay stubs and wage statements, regardless of the hours worked reflected on the Employees’ time cards. The Employers thus paid Soto and the Aggrieved Employees by official paycheck at only their regular rates of pay for eight hours per work day. All hours over eight, including any hours over twelve, worked in a single work day by Soto and the other Aggrieved Employees were left off of official pay stubs and wage statements and were paid out to Soto and the Aggrieved employees in cash at their regular rates of pay.

With respect to overtime wages, the regular rate of pay under California law must include “all remuneration for employment paid to, on behalf of, the employee.” O.L. 2002.06.14 (quoting 29 U.S.C. § 207(e)). This requirement includes, but is not limited to bonuses. *See, e.g., Huntington Memorial Hosp. v. Superior Court* (2005) 131 Cal. App. 4th 893, 904–05. Bonuses must be included in the regular rate whether they are the sole source of the employee’s compensation or are in addition to a guaranteed salary or hourly rate. 29 C.F.R. §§ 778.117, 778.208. *See Oliver v. Mercy Med. Ctr., Inc.* (9th Cir. 1982) 695 F.2d 379. At all relevant times during their work for the LA Dye & Print Employers, Soto and all of the other Aggrieved Employees earned rest period premium wages and meal period premium wages during pay periods in which they worked hours qualifying for overtime and/or double time premium pay rates. However, the LA Dye & Print Employers failed to pay to Soto and all of the other Aggrieved Employees rest period premium wages, meal period premium wages in overtime and double time premium pay on such rest period premium wages, meal period premium wages, and other non-discretionary compensation.

At all relevant times during the applicable limitations period, the LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees for all hours worked, including, but not limited to overtime and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Soto now seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to

Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure To Provide Sick Leave
(Labor Code §§ 233, 246, and 246.5)

Labor Code section 233 states,

Any employer who provides sick leave for employees shall permit an employee to use in any calendar year the employee's accrued and available sick leave entitlement, in an amount not less than the sick leave that would be accrued during six months at the employee's then current rate of entitlement, for the reasons specified in subdivision (a) of Section 246.5.

Labor Code section 246(a)(1) states,

An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.

Labor Code section 246.5 states,

- (a) Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes:
 - (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member.
 - ...
 - (c) (1) An employer shall not deny an employee the right to use accrued sick days ...

The LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with paid sick leave.

Accordingly, Soto now seeks civil penalties for these Labor Code violations that the LA Dye & Print Employers have committed against him and all of the other Aggrieved Employees as follows:

1. For violations of Labor Code section 233, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 233 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 233 occurred (penalties set by Labor Code section 2699(f)(2));
2. For violations of Labor Code section 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246 occurred (penalties set by Labor Code section 2699(f)(2)); and
3. For violations of Labor Code section 246.5, \$100 per aggrieved employee for each of the pay periods in which initial violations of section 246.5 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of section 246.5 occurred (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

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

In relevant part, section 11 of the Wage Order states:

Meal Periods

- (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.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.
- (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.
- (D) 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.

- (E) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (F) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, 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.

At all relevant times, the LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with all timely meal periods. The LA Dye & Print Employers denied Soto and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The LA Dye & Print Employers required Soto and the other Aggrieved Employees to work for more than five hours each work day before taking their required 30-minute duty-free meal periods. The

Employers also did not allow Soto and the Aggrieved Employees to leave the premises to take their meal periods, and did not allow them to take a second 30-minute duty-free meal period during days on which Soto and the Aggrieved Employees worked in excess of ten hours. Furthermore, the LA Dye & Print Employers failed to pay premium wages for days on which they failed to provide Soto and all of the other Aggrieved Employees with timely meal periods. Accordingly, Soto now seeks civil penalties for these Labor Code violations that the LA Dye & Print Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(G) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half ($3\frac{1}{2}$) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, 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.

The LA Dye & Print Employers failed to authorize and permit Soto and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. Soto and the other Aggrieved Employees worked in excess of eight hours each work day but were not authorized or permitted to take a second ten-minute, off-duty, paid rest break on any such work day. The LA Dye & Print Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Moreover, the LA Dye & Print Employers failed to pay Soto and all of the other Aggrieved Employees premium wages on workdays the LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Soto now seeks civil penalties for these Labor Code violations that the LA Dye & Print Employers have committed against him and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

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

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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the LA Dye & Print Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The LA Dye & Print Employers failed to state in the wage statements they issued to Soto and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, overtime wages for work they performed overtime. The LA Dye & Print Employers knowingly and intentionally failed to state on the wage statements they issued to Soto and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, gross wages earned, net wages earned, and other required information.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.
- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Soto seeks civil penalties for the Labor Code violations that the LA Dye & Print Employers have committed against Soto and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;
- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the

wage statement alone the accurate information specified by subdivision (a) of Section 226; and

- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Failure To Provide Notice of Available Sick Leave
(Labor Code § 246)

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Lab.Code § 246(h) (effective July 1, 2015). The LA Dye & Print Employers failed to provide Soto and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Soto seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day,

inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees for wages earned, including overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation, at the intervals stated above. As a result, the LA Dye & Print Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Soto now seeks civil penalties for the Labor Code violations that the LA Dye & Print Employers have committed against him and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The LA Dye & Print Employers failed to pay Soto and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Soto, including overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. By failing to pay Soto and all of the other Aggrieved Employees as set forth above at the end of employment, the LA Dye & Print Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of himself and all of the other Aggrieved Employees, Soto seeks civil penalties from the LA Dye & Print Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Keep Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.

- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of the Wage Order states,

- (a) Every employer shall keep accurate information with respect to each employee including the following:
 - (1) Full name, home address, occupation, and social security number.
 - (2) Birth date, if under 18 years, and designation as a minor.
 - (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.

- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The LA Dye & Print Employers failed to compensate Soto and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, all earned sick pay, gross wages earned, net wages earned, all regular wages earned, and related compensation. As a result, the LA Dye & Print Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Soto and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Soto seeks civil penalties on behalf of himself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

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Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

- (a) 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.
- (b) For purposes of this section, the term “other person acting on behalf of an employer” is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term “managing agent” has the same meaning as in subdivision (b) of Section 3294 of the Civil Code.

At all relevant times, Dede Chaghouri was an employer of Soto and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the LA Dye & Print Employers and the other employers identified above. Dede Chaghouri directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of himself and all of the other Aggrieved Employees, Soto seeks the same civil penalties against Dede Chaghouri on the same grounds for which he seeks civil penalties against the LA Dye & Print Employers.

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LWDA / The LA Dye & Print Employers
Re: Manuel Soto
December 1, 2025
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Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Manuel Soto will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

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cc: Mr. Manuel Soto

Mr. Walter L. Haines, Esq.

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