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the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

CHRISTOPHER MANUEL RODRIGUEZ
INIGO, on behalf of the general public as
private attorney general,

Plaintiff,

v.

HUMANO LLC, a California Corporation;
MAERSK WAREHOUSING &
DISTRIBUTION SERVICES USA LLC, a
Delaware Corporation and DOES 1-50,
inclusive,

Defendant.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**[PROPOSED] PAGA
REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 *et seq*).**

COMES NOW Plaintiff CHRISTOPHER MANUEL RODRIGUEZ INIGO (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant HUMANO LLC, a California Corporation; MAERSK WAREHOUSING & DISTRIBUTION SERVICES USA LLC, a Delaware Corporation and DOES 1-50, inclusive (“Defendant”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all wages earned and owed during employment including off-the-clock, (e) failure to timely pay wages during employment, (f) failure to timely pay wages at termination of employment (g) failure to provide accurate itemized wage statements, (h) failure to reimburse employee expenses, (i) failure to pay reporting time wages, and (j) violation of unfair competition law. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

1 4. This Court has jurisdiction over Defendant because, upon information and belief,
2 Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails
3 itself of the California market so as to render the exercise of jurisdiction over it by the California
4 Courts consistent with traditional notions of fair play and substantial justice.

5 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
6 Civil Procedure section 395. Defendant is doing business throughout California, including but not
7 limited to San Bernardino County, and each Defendant is within the jurisdiction of this Court for
8 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
9 all other aggrieved employees within the State of California. Defendant employs numerous
10 aggrieved employees in in the State of California.

11 6. On information and belief, Defendant has conducted business within the State of
12 California during the purported liability period and continue to conduct business throughout the
13 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
14 similarly situated aggrieved employees within California.

15 7. The California Superior Court also has jurisdiction in this matter because on
16 information and belief there are no federal questions at issue, as the issues herein are based solely
17 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
18 California Code of Civil Procedure, the California Civil Code, and the California Business and
19 Professions Code.

20 8. On information and belief, during the statutory liability period and continuing to
21 the present ("liability period"), Defendant consistently maintained and enforced against
22 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
23 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
24 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay all
25 wages earned and owed during employment including off-the-clock, (e) failure to timely pay
26 wages during employment, (f) failure to timely pay wages at termination of employment (g) failure
27 to provide accurate itemized wage statements, (h) failure to reimburse employee expenses, (i)
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1 failure to pay reporting time wages, and (j) violation of unfair competition law.

2 9. On information and belief, during the statutory liability period and continuing to
3 the present, Defendant has had a consistent policy of failing to pay wages including overtime
4 wages for hours worked while subject to the control of Defendant.

5 10. On information and belief, during the statutory liability period and continuing to
6 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
7 Defendant has also failed to provide meal premiums for missed meal periods.

8 11. On information and belief, during the statutory liability period and continuing to
9 the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees.
10 Defendant has also failed to provide rest premiums for missed rest periods.

11 12. On information and belief, during the statutory liability period and continuing to
12 the present, Defendant has failed to pay all wages earned and owed during their employment,
13 including, but not limited to, wages for all hours worked off-the-clock to Plaintiff and aggrieved
14 employees. Defendant has failed to compensate Plaintiff and aggrieved employees for all regular
15 and overtime hours worked.

16 13. On information and belief, during the statutory liability period and continuing to
17 the present, Defendant has had a consistent policy of failing to timely pay wages during
18 employment.

19 14. On information and belief, during the statutory liability period and continuing to
20 the present, Defendant has willfully failed to timely pay all final wages due to Plaintiff and
21 aggrieved employees upon separation of employment.

22 15. On information and belief, during the statutory liability period and continuing to
23 the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized
24 wage statements.

25 16. On information and belief, during the statutory liability period and continuing to
26 the present, Defendant failed to reimburse necessary business expenses incurred by Plaintiff and
27 aggrieved employees.
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17. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to pay reporting time pay to Plaintiff and aggrieved employees.

18. On information and belief, during the statutory liability period and continuing to the present, Defendant has engaged in unlawful, unfair, and fraudulent business acts and practices in violation of California Business and Professions Code section 17200, et seq., by committing the Labor Code violations alleged herein. Defendant's conduct has resulted in compensation owed to Plaintiff and aggrieved employees.

19. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 210, 221, 223, 226, 226.7, 233, 234, 245, 246, 432, 510, 512, 516, 551, 552, 558, 558.1, 226.3, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2100, 2800, 2802, 2810.5 and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

20. Plaintiff, CHRISTOPHER MANUEL RODRIGUEZ INIGO, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant in approximately July of 2024 and was employed by Defendant to approximately May of 2025 as a Non-Exempt Employee with the title of Warehouse Employee, Department of Shipping & Receiving among others.

21. As Defendant's employees, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime and minimum wage, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- b) not provided first and second meal periods nor paid premium wages;
- c) not provided first and second and more rest periods nor paid premium wages;

- d) not paid all wages earned and owed during employment, including wages for off-the-clock work;
- e) was not provided provided written descriptions of quotas upon hire or within 30 days of the law's effective;
- f) not paid timely during their employment;
- g) not timely paid all wages due at the time of termination of employment;
- h) not provided accurate itemized wage statements; and
- i) not reimbursed necessary business expenses;

22. On information and belief, Defendant willfully failed to pay all earned wages in the form regular wages, minimum and overtime wages, to its Non-Exempt Employees and members of the Representative Group; nor have Defendant returned to Plaintiff or members of the Representative Group, upon or after separation from employment with Defendant, all wages earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

B. Defendant

23. Defendant, HUMANO LLC, is a California Corporation that operates as a private staffing and logistics company. On information and belief, Defendant operates in more than one California location. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

24. Defendant, MAERSK WAREHOUSING & DISTRIBUTION SERVICES USA LCC, is a Delaware Corporation that operates as a logistics company specializing in warehousing and transportation. On information and belief, Defendant operates in more than one California location. Plaintiff estimates there are in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant over the last year.

25. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships and extent of participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are

1 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
2 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
3 are ascertained.

4 26. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
5 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
6 Representative Group, and exercised control over their wages, hours, and working conditions.
7 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
8 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
9 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
10 to the other Defendant.

11 IV. GENERAL ALLEGATIONS

12 27. At all times set forth herein, Defendant employed Plaintiff and other persons in the
13 capacity of non-exempt positions, however titled, throughout the state of California.

14 28. Plaintiff is informed and believe Aggrieved Employees have at all times pertinent
15 hereto been Non-Exempt within the meaning of the California Labor Code and the implementing
16 rules and regulations of the IWC California Wage Orders.

17 29. Defendant continues to employ Non-Exempt Employees, however titled, in
18 California and implement a uniform set of policies and practices to all non-exempt employees, as
19 they were all engaged in the generic job duties related to Defendant's business.

20 30. Plaintiff is informed and believe, and thereon alleges, that Defendant is and were
21 advised by skilled lawyers and other professionals, employees, and advisors with knowledge of
22 the requirements of California's wage and employment laws.

23 31. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
24 Employees frequently worked well over eight (8) hours in a day and forty (40) hours in a work
25 week.

26 32. During the relevant time frame, Defendant compensated Plaintiff and Aggrieved
27 Employees based upon an hourly rate.
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1 33. On information and belief, during the relevant time frame, Plaintiff and Aggrieved
2 Employees typically worked five (5) days a week.

3 34. Plaintiff is informed and believe that the Aggrieved Employees were required to
4 keep similar schedules.

5 35. In addition, the Aggrieved Employees frequently worked in excess of eight (8)
6 hours a day and/or over forty (40) hours in a workweek but were not properly paid minimum and
7 overtime wages.

8 36. Defendant also failed to properly calculate Plaintiff's and Aggrieved Employees'
9 regular rate of pay including but not limited to by failing to include all forms of
10 compensation/remuneration in the regular rate including but not limited to bonuses, incentives,
11 commissions, shift differentials, and other compensation for overtime calculation purposes.

12 37. On information and belief, Defendant failed to timely pay wages owed to Plaintiff
13 and other Aggrieved Employees during their employment. Defendant failed to pay its Non-Exempt
14 Employees all wages earned on regular designated paydays as required by law.

15 38. On information and belief, Defendant failed to timely pay all wages owed to
16 Plaintiff and other Aggrieved Employees upon termination of employment. Plaintiff,
17 CHRISTOPHER MANUEL RODRIGUEZ INIGO, for instance, did not receive his last pay on
18 the day he was terminated. Plaintiff was terminated on May 8, 2025 and his last paystub was dated
19 May 9, 2025. The paystub shows no waiting time pay, is one day late after final termination and
20 not delivered on the regular pay date. Further, his account shows the last deposit was on May 12,
21 2025 with no waiting time pay. Therefore, Defendant willfully failed to timely pay final wages
22 due, thereby subjected to waiting time penalties. Furthermore, Defendant failed to immediately
23 pay all wages earned and unpaid at the time of discharge.

24 39. On information and belief, Defendant failed to provide Plaintiff and other
25 Aggrieved Employees with accurate and complete itemized wage statements. Defendant issued
26 wage statements that failed to accurately reflect all hours worked, applicable rates of pay, gross
27 wages earned, net wages earned, and/or the legal name and address of the employer. For instance,
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1 the Company name listed on the paystubs does not match the Company name listed on the
2 California Secretary of State. Therefore, Defendant is in violation of California law as they are
3 required to furnish employees with accurate itemized wage statements.

4 40. On information and belief, Plaintiff and Aggrieved Employees were required to
5 perform off-the-clock duties without any overtime or minimum wage compensation. Plaintiff, for
6 instance, was required to spend a substantial amount of time off-the-clock reporting to security
7 checks and bag checks when leaving to and coming from meal breaks. Similarly, Plaintiff was
8 required to use their personal cell phone off the clock for work related activities. This consisted of
9 phone calls and texting her supervisor/box. Plaintiff, for instance, were required to be on-call or
10 standby for a text message. Defendant failed to compensate Plaintiff and aggrieved employees for
11 all time worked, thereby depriving them of earned wages, including overtime premiums.

12 41. Plaintiff is informed and believe, and thereon alleges, that Defendant know, should
13 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
14 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
15 but were not receiving such compensation.

16 42. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
17 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
18 period for every four hours worked or major fraction thereof, which is a violation of the California
19 Labor Code and IWC wage order.

20 43. Defendant maintained and enforced scheduling practices, policies, and imposed
21 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
22 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
23 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure
24 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.

25 44. Despite the above-mentioned rest period violations, Defendant did not compensate
26 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour of
27 pay at their regular rate as required by California law, including California Labor Code § 226.7
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1 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
2 and permitted.

3 45. During the relevant time, as a consequence of Defendants' staffing and scheduling
4 practices, work demands, and Defendants' policies and practices, Defendants frequently failed to
5 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
6 meal periods on shifts over five hours as required by law.

7 46. Similarly, as a consequence of Defendants' staffing and scheduling practices, work
8 demands, and Defendants' policies and practices, Defendants frequently failed to provide Plaintiff
9 and Aggrieved Employees legally compliant second meal periods on shifts over ten hours as
10 required by law. Plaintiff and Aggrieved Employees worked more than ten hours a day on a
11 consistent and regular basis during the relevant time period where no second meal breaks were
12 given. Plaintiff and Aggrieved Employees worked over ten (10) hours a week approximately one
13 or two times a week but did not have second meal breaks.

14 47. On information and belief, Plaintiff and Aggrieved Employees did not waive their
15 rights to meal periods under the law.

16 48. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
17 meal periods.

18 49. Despite the above-mentioned meal period violations, Defendants failed to
19 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
20 one additional hour of pay at their regular rate as required by California law when meal periods
21 were not timely or lawfully provided in a compliant manner.

22 50. Defendant failed to reimburse Plaintiff and Aggrieved Employees for business
23 expenses incurred pursuant to California Labor Code § 2802. Plaintiff and Aggrieved Employees
24 were not reimbursed for personal cell phone use, which was required for him to perform his work
25 related duties. Further, Plaintiff and Aggrieved Employees were required to wear uniforms with
26 Company logo and were not reimbursed for uniform laundry services which required Plaintiff and
27 Aggrieved Employees to launder them at their own expense. Plaintiff and Aggrieved Employees
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1 were further required to purchase and maintain necessary personal protective equipment. Plaintiff
2 and Aggrieved Employees were also required to incur unreimbursed expenses for tools and other
3 work-related job costs at job sites.

4 51. Plaintiff and Aggrieved Employees were not reimbursed for personal cell phone
5 work-related communications, uniform laundry services, personal safety equipment, tools, and
6 other work-related job costs.

7 52. On information and belief, Defendant failed to pay reporting time wages to Plaintiff
8 and other Aggrieved Employees in violation of Labor Code § 1198. Defendant failed to
9 compensate its Non-Exempt Employees who reported to work as scheduled but were furnished
10 less than half of their usual or scheduled day's work. For instance, Plaintiff and Aggrieved
11 Employees were sent home early due to Defendant failing to send a text message to Plaintiff and
12 Aggrieved Employees that they were not needed for that day's work. Plaintiff and Aggrieved
13 Employees were not paid for at least half of the usual or scheduled day's work. Furthermore,
14 available paystubs do not show reporting time pays to Plaintiff and Aggrieved Employees.
15 Therefore, Defendant is in violation of Labor Code § 1198 and applicable IWC Wage Orders.

16 53. On information and belief, Defendant required Plaintiff and other Aggrieved
17 Employees to remain on-call or on standby without proper compensation. Plaintiff and Aggrieved
18 Employees were required to wait for communications from Defendant regarding whether they
19 were required to report to work and were not free to fully engage in personal activities during such
20 time. Defendant failed to compensate Plaintiff and Aggrieved Employees for this controlled
21 standby time.

22 54. On information and belief, Defendant further required Plaintiff and Aggrieved
23 Employees to review, respond to, and confirm work-related communications outside of recorded
24 work hours. Defendant failed to compensate Plaintiff and Aggrieved Employees for all such time
25 worked off-the-clock, including time spent responding to work-related text messages and
26 coordinating work schedules.

27 55. Upon information and belief, Defendant knew and or should have known that it is
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improper to implement policies and commit unlawful acts such as:

(a) requiring employees to work four (4) hours or a major fraction thereof without being provided a minimum ten (10) minute rest period and without compensating the employees with one (1) hour of pay at the employees' regular rate of compensation for each workday that a rest period was not provided;

(b) requiring employees to work in excess of five (5) hours or ten (10) hours per day without being provided an uninterrupted thirty minute meal period and/or a second meal period, and without compensating employees with one (1) hour of pay at the regular rate of compensation for each workday that such a meal period was not provided;

(c) failing to pay overtime and minimum wages;

(d) failing to pay all wages earned and owed during employment including off-the-clock work;

(e) failing to pay wages timely during employment;

(f) failing to pay wages timely at termination of employment;

(g) failing to maintain accurately itemized wage statements;

(h) failing to reimburse necessary business expenses;

(i) failing to pay reporting time wages;

(j) failing to pay on-call/standby time; and

(k) conducting and engaging in unfair business practices.

56. In addition to the violations above, and on information and belief, Defendant knew they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted herein, and that Defendant had the financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so.

57. Plaintiff and Aggrieved Employees they seek to represent are covered by, and Defendant is required to comply with, applicable California Labor Codes, Industrial Welfare Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq.*

1 **V. REPRESENTATIVE CLAIMS**

2 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 et seq.**

3 58. Plaintiff incorporate by reference and re-alleges eachFebr and every allegation
4 contained above, as though fully set forth herein.

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

14 60. Plaintiff brings this Representative Action on behalf of the State of California with
15 respect to himself and all other individuals who are or previously were employed by Defendant as
16 non-exempt California employees during the applicable statutory period (the "aggrieved
17 employees").

18 61. On _____, Plaintiff complied with notice requirements pursuant to Labor
19 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
20 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
21 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
22 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
23 representative capacity. The substance and violations set forth in this Complaint of which the
24 LWDA was provided timely notice, Plaintiff have also sent a copy of this PAGA Representative
25 Action Complaint to the LWDA.

26 62. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
27 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
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1 Employees of Defendant.

2 63. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
3 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
4 including without limitation Labor Code section 201-204, 210, 221, 223, 226, 226.7, 233, 234,
5 245, 246, 432, 510, 512, 516, 551, 552, 558, 558.1, 226.3, 1174, 1174.5, 1175, 1182.12, 1194,
6 1194.2, 1197, 1197.1, 1198, 2100, 2800, 2802, 2810.5 and, 2698 *et seq.*, applicable IWC Wage
7 Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

8 64. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
9 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
10 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours
11 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
12 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
13 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
14 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
15 (8) hours in a day on the seventh day of work in a particular work week.

16 65. Pursuant to the IWC wage orders applicable to Plaintiff and the Aggrieved
17 Employees, "Every employer shall authorize and permit all employees to take rest periods, which
18 insofar as practicable shall be in the middle of each work period.... [The] authorized rest period
19 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
20 four (4) hours worked or major fraction thereof.... Authorized rest period time shall be counted as
21 hours worked, for which there shall be no deduction from wages." Labor Code §226.7(a) prohibits
22 an employer from requiring any employee to work during any rest period mandated by an
23 applicable order of the IWC. Defendant were required to authorize and permit employees such as
24 Plaintiff and the Aggrieved Employees to take rest periods, based upon the total hours worked at
25 a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof, with no
26 deduction from wages.
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28 66. Despite said requirements applicable to Plaintiff and the Aggrieved Employees,

1 Defendant failed and refused to authorize and permit Plaintiff and the Aggrieved Employees to
2 take ten (10) minute rest periods for every four (4) hours worked, or major fraction thereof.
3 Plaintiff regularly worked shifts without properly authorized rest periods. Defendant did not pay
4 Plaintiff an hour of wages for each day that a rest period violation occurred. On information and
5 belief, the Aggrieved Employees endured similar violations as a result of Defendant's rest period
6 policies and practices.

7 67. By their failure to provide rest periods for every four (4) hours or major fraction
8 thereof worked by Plaintiff and the Aggrieved Employees, Defendant violated the provisions of
9 Labor Code sections 226.7 and the applicable IWC Wage Order(s).

10 68. Pursuant to Labor Code § 512, no employer shall employ an employee for a work
11 period of more than five (5) hours without providing a meal break of not less than thirty (30)
12 minutes in which the employee is relieved of all of his or her duties, except that when a work
13 period of not more than six (6) hours will complete the day's work the meal period may be waived
14 by mutual consent of the employer and employee.

15 69. During the relevant time, Defendants failed to provide Plaintiff and Aggrieved
16 Employees timely and uninterrupted first meal periods of not less than thirty (30) minutes within
17 the first five hours of a shift.

18 70. As a consequence of Defendants' policies and practices, requirements, demands,
19 coverage and staffing, Plaintiff and the Aggrieved Employees were often required to forego such
20 meal periods, take shortened meal periods, and/or commence their meal periods into and beyond
21 the sixth hour of their shifts.

22 71. Upon information and belief, Plaintiff and the Aggrieved Employees were not paid
23 one hour of pay at their regular rate for each day that a meal period was not lawfully provided.

24 72. Moreover, as a matter of policy and practice, upon information and belief, the
25 Aggrieved Employees were also not provided second meal periods on days when shifts exceeded
26 ten hours (and twelve hours), nor were they provided premium wages in lieu of a second meal
27 period. On information and belief, Plaintiff and the Aggrieved Employees did not waive their
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rights to a second meal period on shifts in excess of ten hours.

73. As a proximate result of the aforementioned violations, Plaintiff and the Aggrieved Employees have been damaged in an amount according to proof at time of trial.

74. Pursuant to Labor Code § 226.7, Plaintiff and Aggrieved Employees are entitled to recover one (1) hour of premium pay for each day in which a meal period violation occurred. They are also entitled to recover reasonable attorneys' fees, cost, interest, and penalties as applicable.

75. Plaintiff and the Aggrieved Employees were also injured because the wage statements Defendant provided to them failed to accurately state the hours worked and also to state that the Aggrieved Employees were being paid one hour of pay at their regular rate for days in which they were not provided with each of their authorized rest periods. Defendant has made it impossible to properly calculate important information from the wage statements that were provided to Plaintiff and the Aggrieved Employees throughout the liability period.

76. Defendants willfully violated Labor Code section 1198 and the applicable IWC Wage Order(s) by failing to pay reporting time wages owed to Plaintiff and other aggrieved employees. Defendant violated section 1198 by failing to compensate its Non-Exempt Employees when they were required to report to work but were furnished less than half of their usual or scheduled day of work, or when their scheduled shifts were canceled or shortened without proper compensation. The applicable IWC Wage Order(s) requires that an employee who reports for work as scheduled and is not put to work or is furnished less than half of their usual or scheduled day of work shall be paid for at least half the usual or scheduled day of work, but in no event for less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay.

77. Defendants violated California Labor Code sections 510, 1194, 1197, and 1198 by failing to compensate Plaintiff and other aggrieved employees for all hours worked off-the-clock. Therefore, Defendant violated Labor Code sections 510, 1194, 1197, and 1198 by failing to pay its Non-Exempt Employees for pre-shift and post-shift work, time spent performing required job duties outside of recorded time, and other compensable work time. California law requires employers to pay employees for all hours worked and to provide overtime compensation for work

1 performed in excess of eight (8) hours in a day or forty (40) hours in a workweek.

2 78. Defendants further violated Labor Code sections 510, 1194, 1197, and 1198 by
3 failing to compensate Plaintiff and other Aggrieved Employees for controlled on-call and standby
4 time. Therefore, Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by failing to
5 pay its Non-Exempt Employees for time during which they were subject to Defendant's control,
6 including time they were required to remain available for work, respond to work communications,
7 or remain on standby without full freedom to engage in personal activities. California law requires
8 employers to compensate employees for all time during which they are subject to the employer's
9 control.

10 79. Defendants also willfully violated Labor Code sections 201-203 by failing to
11 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
12 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
13 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if
14 an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to
15 pay the subject employee's wages until the back wages are paid in full or an action is commenced.
16 The penalty cannot exceed 30 days of wages.

17 80. Plaintiff and all other aggrieved employees who were separated from employment
18 are entitled to compensation for all forms of wages earned, including but not limited to
19 compensation minimum and overtime wages, but to date have not received such compensation,
20 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

21 81. On information and belief, Defendant willfully failed to pay all wages due and
22 owing upon separation from employment. These wages include minimum and overtime wages.

23 82. On information and belief, Defendant willfully failed to pay all wages due and
24 owing during employment. These wages include minimum, overtime wages and sick pay.

25 83. Labor Code section 204 requires that all wages are due and payable twice in each
26 calendar month.

27 84. The wages required by Labor Code §§ 226.7, 510, 1194 and other sections became
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1 due and payable to each employee in each month that she or she was not provided with a meal
2 period or rest period or paid minimum wage, straight or overtime wages to which she or she was
3 entitled.

4 85. Defendants violated Labor Code § 204 by systematically refusing to pay wages due
5 under the Labor Code.

6 86. Labor Code section 210 (a) provides that “In addition to, and entirely independent
7 and apart from, any other penalty provided in this article, every person who fails to pay the wages
8 of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and
9 1197.5, shall be subject to a penalty as follow:

10 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
11 employee.

12 (2) For each subsequent violation, or any willful or intentional violation, two hundred
13 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
14 withheld.

15 87. On information and belief, Defendant failed to provide accurate itemized wage
16 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
17 and the aggrieved employees pursuant to Labor Code section 226(a).

18 88. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
19 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
20 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
21 for each violation in a subsequent citation, for which the employer fails to provide the employee a
22 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

23 89. On information and belief, Defendant failed to provide provide written descriptions
24 of quotas to employees upon hire or within 30 days of the law's effective pursuant to Labor Code
25 section 2100.

26 90. Additionally, Defendant have no accurate records relating to aggrieved employees’
27 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
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1 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
2 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

3 91. Labor Code § 2802 requires Defendant to indemnify Plaintiff and Aggrieved
4 Employees for necessary expenditures incurred in direct consequences of the discharge of his or
5 her duties. As a necessary part of employment, Plaintiff and on information and belief Aggrieved
6 Employees, were not adequately reimbursed by Defendant for expenses related to all expenses as
7 described above. Despite these realities of the job, Defendant failed to provide reimbursements.

8 92. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
9 implied, made by any employee to waive the benefits of this article or any part thereof is null and
10 void, and this article shall not deprive any employee or his or her personal representative of any
11 right or remedy to which he is entitled under the laws of this State.

12 93. As a result of Defendant’s unlawful conduct, Plaintiff and aggrieved employees
13 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
14 worked.

15 94. Plaintiff and the Representative aggrieved Employees are entitled to recover
16 Penalties and attorneys’ fees and costs sunder Labor Code section 2698, et. seq.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 19 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 20 2. For reasonable attorneys’ fees and costs; and
- 21 3. For such other and further relief as the Court deems proper.
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1 Dated: February 20, 2026

JAMES HAWKINS APLC

2
3 By: 
JAMES R. HAWKINS

4 Attorneys for Plaintiff CHRISTOPHER
5 MANUEL RODRIGUEZ INIGO on behalf
6 of the general public as private attorney
7 general
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