

Assigned for all purposes
Judge Layne Melzer
CX-102

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8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ORANGE
11 UNLIMITED JURISDICTION

12 DAVID MENDEZ, on behalf of himself and
all other current and former non-exempt
13 employees, and the general public,

14 *Plaintiff,*

15 v.

16 ARES HOLDINGS, LLC d/b/a NEXTECH, a
Florida Company; and DOES 1 through 50,
17 inclusive,

18 *Defendants.*
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Case No. 30-2026-01575334-CU-OE-CXC

CLASS AND REPRESENTATIVE ACTION

COMPLAINT

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Indemnify (Lab. Code § 2802);
5. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
6. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*);
7. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff DAVID MENDEZ ("Plaintiff"), on behalf of himself and all other current and
2 former non-exempt employees, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class action against defendants ARES HOLDINGS, LLC d/b/a
5 NEXTECH, a Florida Company; and DOES 1 through 50, inclusive, (collectively referred to as
6 "Defendants") for alleged violations of the Labor Code. As set forth below, Plaintiff alleges that
7 Defendants have

- 8 (1) failed to provide Plaintiff and all other similarly situated individuals with meal
9 periods;
- 10 (2) failed to provide them with rest periods;
- 11 (3) failed to pay them premium wages for missed meal and/or rest periods;
- 12 (4) failed to pay them premium wages for missed meal and/or rest periods at the regular
13 rate of pay;
- 14 (5) failed to pay them at least minimum wage for all hours worked;
- 15 (6) failed to pay them overtime wages at the correct rate;
- 16 (7) failed to pay them overtime and/or double time wages by failing to include all
17 applicable remuneration in calculating the regular rate of pay;
- 18 (8) failed to reimburse them for all necessary business expenses;
- 19 (9) failed to provide them with accurate written wage statements; and
- 20 (10) failed to pay them all of their final wages following separation of employment.

21 Based on these alleged violations, Plaintiff now brings this class action to recover unpaid wages,
22 restitution, civil and statutory penalties, and related relief on behalf of himself and all others
23 similarly situated, all other current and former non-exempt employees, and the State of California.

24 **JURISDICTION AND VENUE**

25 2. This Court has subject matter jurisdiction to hear this case because the unpaid wages,
26 actual damages, liquidated damages, restitution, and penalties sought by Plaintiff from Defendants
27 exceeds the minimal jurisdictional limits of the Superior Court of the State of California.

28 3. Venue is proper in COUNTY of ORANGE pursuant to Code of Civil Procedure §§

1 395(a) and 395.5 in that liability arose there, because at least some of the transactions that are the
2 subject matter of this Complaint occurred therein and/or each defendant is found, maintains offices,
3 transacts business, and/or has an agent therein.

4 **PARTIES**

5 4. Plaintiff is and was, and at all relevant times mentioned herein, an individual
6 residing in the State of California.

7 5. Plaintiff is informed and believes, and thereupon alleges, that Defendant ARES
8 HOLDINGS, LLC d/b/a NEXTECH is, and at all relevant times mentioned herein, a Florida
9 Company doing business in the State of California.

10 6. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
11 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names.
12 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE defendants
13 when ascertained. Plaintiff is informed and believes, and thereupon alleges, that each of the
14 fictitiously named defendants are responsible in some manner for the occurrences, acts and
15 omissions alleged herein and that Plaintiff's alleged damages were proximately caused by these
16 defendants, and each of them. Plaintiff will amend this complaint to allege both the true names and
17 capacities of the DOE defendants when ascertained.

18 7. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
19 mentioned herein, some or all of the defendants were the representatives, agents, employees,
20 partners, directors, associates, joint venturers, joint employers, principals, or co-participants of some
21 or all of the other defendants, and, in doing the things alleged herein, were acting within the course
22 and scope of such relationship and with the full knowledge, consent, and ratification by such other
23 defendants.

24 **CLASS ALLEGATIONS**

25 8. This action has been brought and may be maintained as a class action pursuant to
26 Code of Civil Procedure § 382, because there is a well-defined community of interest among the
27 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
28 unaware of any difficulties likely to be encountered in managing this case as a class action.

1 9. **Relevant Time Period:** The relevant time period is defined as the time period
2 beginning four years prior to the filing of this action until judgment is entered.

3 **Hourly Employee Class:** All persons employed by Defendants whether directly or
4 indirectly through any staffing agencies and/or any other third parties in hourly or non-
exempt positions in California during the **Relevant Time Period**.

5 **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked
6 in a shift in excess of five hours during the **Relevant Time Period**.

7 **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked
8 a shift of at least three and one-half (3.5) hours during the **Relevant Time**
9 **Period**.

10 **Wage Statement Penalties Sub-Class:** All **Hourly Employee Class**
11 members employed by Defendants in California during the period beginning
12 one year before the filing of this action and ending when final judgment is
13 entered.

14 **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members
15 who separated from their employment with Defendants during the period
16 beginning three years before the filing of this action and ending when final
17 judgment is entered.

18 **UCL Class:** All **Hourly Employee Class** members employed by Defendants in
19 California during the **Relevant Time Period**.

20 **Expense Reimbursement Class:** All persons employed by Defendants in California
21 who incurred business expenses during the **Relevant Time Period**.

22 **Regular Rate Class:** All of Defendants' hourly, non-exempt employees who were not
23 paid overtime wages for all overtime hours worked and/or premiums for meal and/or
24 rest break violations as a result of not correctly calculating their regular rate of pay to
25 include all applicable remuneration, including, but not limited to, shift differentials,
26 shift premiums, and/or non-discretionary bonuses.

27 10. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
28 right to amend or modify the class definitions with greater specificity by further division into sub-
classes and/or by limitation to particular issues.

1 11. **Numerosity:** The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number of
3 class members, Plaintiff is informed and believes, and thereupon alleges, that the actual number
4 exceeds the minimum required for numerosity under California law.

5 12. **Commonality and Predominance:** Common questions of law and fact exist as to all
6 class members and predominate over any questions that affect only individual class members. These

1 common questions include, but are not limited to:

- 2 i. Whether Defendants maintained a policy or practice of failing to provide employees
3 with their meal periods;
- 4 ii. Whether Defendants maintained a policy or practice of failing to provide employees
5 with their rest periods;
- 6 iii. Whether Defendants failed to pay premium wages to class members when they have
7 not been provided with required meal and/or rest periods;
- 8 iv. Whether Defendants failed to pay minimum and/or overtime wages to class members
9 as a result of policies that fail to provide meal periods in accordance with California
10 law;
- 11 v. Whether Defendants failed to pay minimum and/or overtime wages to class members
12 for all time worked;
- 13 vi. Whether Defendants used payroll formulas that systematically fail to account for
14 non-discretionary bonuses and/or other applicable remuneration when calculating
15 regular rates of pay for class members;
- 16 vii. Whether Defendants failed to pay overtime wages to class members as a result of
17 incorrectly calculating their regular rates of pay;
- 18 viii. Whether Defendants failed to reimburse class members for all necessary business
19 expenses incurred during the discharge of their duties;
- 20 ix. Whether Defendants failed to provide class members with accurate written wage
21 statements as a result of providing them with written wage statements with
22 inaccurate entries for, among other things, amounts of gross and net wages, and total
23 hours worked;
- 24 x. Whether Defendants failed to pay class members all wages without discount;
- 25 xi. Whether Defendants applied policies or practices that result in late and/or incomplete
26 final wage payments;
- 27 xii. Whether Defendants are liable to class members for waiting time penalties under
28 Labor Code section 203;

xiii. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

13. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes, and thereupon alleges, that Defendants have a policy or practice of failing to comply with the Labor Code and Business and Professions Code as alleged in this Complaint.

14. **Adequacy of Class Representative**: Plaintiff is an adequate class representative in that he has no interests that are adverse to or otherwise conflict with the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

15. **Adequacy of Class Counsel**: Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

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

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

17. Plaintiff worked for Defendants as an hourly, non-exempt employee from approximately 2017 through Present.

On-Call Time

18. Plaintiff and the putative class were assigned to work mandatory on-call shifts during

1 every third weekend and was not compensated for this time.

2 19. Plaintiff and the putative class typically worked from home and were required to
3 respond to all inquiries received during that weekend they were on-call.

4 20. Plaintiff and the putative class typically worked multiple hours each day during each
5 on-call shift. During these mandatory on-call shifts, Plaintiff and putative class would work
6 substantial amount of hours and was not compensated by Defendants.

7 21. Defendants knowingly assigned Plaintiff and the putative class to work on-call shifts
8 but failed to pay them for this time.

9 **Off-the-Clock Work**

10 22. Plaintiff and the putative class were not paid all wages earned as Defendants
11 directed, permitted, or otherwise encouraged Plaintiff and the putative class to perform off-the-
12 clock work.

13 23. Plaintiff and the putative class regularly started work before their scheduled work
14 hours and were not paid for this time. As a regular part of his job duties, Plaintiff and the putative
15 class were required on certain workdays to drive to various locations designated by Defendant.
16 Plaintiff and the putative class were not compensated for the time spent traveling to and between
17 these locations, despite such travel being directed by Defendant and performed for Defendant's
18 benefit. In addition to his regular duties, Plaintiff and the putative class were required to remain on-
19 call during certain periods, during which they were obligated to be available to answer calls and
20 respond to Defendant's needs. Plaintiff and the putative class were not compensated for any of his
21 on-call hours, despite being subject to Defendant's control and unable to use that time freely for
22 their own personal activities.

23 24. As a result of performing off-the-clock work that was directed, permitted, or
24 otherwise encouraged by Defendants, Plaintiff and the putative class should have been paid for this
25 time. Instead, Defendants only paid Plaintiff and the putative class based on the time they were
26 clocked in for their shifts and did not pay Plaintiff and the putative class for any of the time spent
27 working off-the-clock.

28 25. Defendants knew or should have known that Plaintiff and the putative class were

1 performing work before and after their scheduled work shifts and failed to pay Plaintiff and the
2 putative class for these hours.

3 26. Defendants were aware of this practice and directed, permitted, or otherwise
4 encouraged Plaintiff and the putative class to perform off-the-clock work.

5 27. As a result of Defendants' policies and practices, Plaintiff and the putative class were
6 not paid for all hours worked.

7 **Missed Meal Periods**

8 28. Plaintiff and the putative class were not provided with meal periods of at least thirty
9 (30) minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling
10 each meal period as part of each work shift; (2) imposing so much work on each employee such
11 that it made it unlikely that an employee would be able to take their breaks if they wanted to finish
12 their work on time; and (3) no formal written meal and rest period policy that encouraged
13 employees to take their meal and rest periods.

14 29. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
15 provided with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hours
16 worked due to complying with Defendants' productivity requirements that required Plaintiff and
17 the putative class to work through their meal periods in order to complete their assignments on
18 time.

19 **Missed Rest Periods**

20 30. Plaintiff and the putative class were not provided with rest periods of at least ten
21 (10) minutes for each four (4) hour work period, or major fraction thereof, due to (1) Defendants'
22 policy of not scheduling each rest period as part of each work shift; (2) imposing so much work on
23 each employee such that it made it unlikely that an employee would be able to take their breaks if
24 they wanted to finish their work on time; and (3) no formal written meal and rest period policy that
25 encouraged employees to take their meal and rest periods.

26 31. As a result of Defendants' policy, Plaintiff and the putative class were regularly not
27 provided with uninterrupted rest periods of at least ten (10) minutes for each four (4) hours worked
28 due to complying with Defendants' productivity requirements that required Plaintiff and the

1 putative class to work through their rest periods in order to complete their assignments on time.

2 **Regular Rate of Pay**

3 32. The regular rate of pay under California law includes all remuneration for
4 employment paid, on behalf of the employer, to the employee. This requirement includes, but is
5 not limited, to, commissions and non-discretionary bonuses.

6 33. During the applicable limitations period, Defendants violated the rights of Plaintiff
7 and the putative class under the above-referenced Labor Code sections by failing to pay them
8 overtime wages for all overtime hours worked in violation of Labor Code §§ 510, 1194, and 1198
9 as a result of not correctly calculating their regular rate of pay to include all applicable
10 remuneration, including, but not limited to, non-discretionary bonuses and/or shift-differential pay.

11 **Expense Reimbursement**

12 34. Plaintiff and the putative class members were required to utilize their own personal
13 tools to perform their job duties.

14 35. Plaintiff and the putative class members were not reimbursed for business expenses
15 incurred in maintaining their tools.

16 36. In addition, Plaintiff and the putative class members were not paid at least two times
17 the minimum wage for all hours worked.

18 37. Defendants failed to reimburse Plaintiff and the putative class for such necessary
19 business expenses incurred by them.

20 **Wage Statements**

21 38. Plaintiff and the putative class were not provided with accurate wage statements as
22 mandated by law pursuant to Labor Code § 226.

23 39. Defendants failed to comply with Labor Code 0167 226(a)(1) as “gross wages
24 earned” were not accurately reflected in that all hours worked, including overtime and “off-the-
25 clock” work were not included.

26 40. Defendants failed to comply with Labor Code section 226(a)(2) as “total hours
27 worked by the employee” were not accurately reflected in that all hours worked, including overtime
28 and “off-the-clock” work were not included.

1 49. Section 11 of the applicable Wage Order states:

2 “No employer shall employ any person for a work period of more than five (5)
3 hours without a meal period of not less than 30 minutes, except that when a
4 work period of not more than six (6) hours will complete the day’s work the
5 meal period may be waived by mutual consent of the employer and employee.
6 Unless the employee is relieved of all duty during a 30 minute meal period, the
7 meal period shall be considered an ‘on duty’ meal period and counted as time
8 worked. An ‘on duty’ meal period shall be permitted only when the nature of
9 the work prevents an employee from being relieved of all duty and when by
10 written agreement between the parties an on-the-job paid meal period is agreed
11 to. The written agreement shall state that the employee may, in writing, revoke
12 the agreement at any time.”

13 50. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
14 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
15 members were not subject to valid on-duty meal period agreements with Defendants.

16 51. Plaintiff alleges that, at all relevant times during the applicable limitations period,
17 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
18 **Period Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for
19 each five (5) hour work period, as required by Labor Code § 512 and the applicable Wage Order.

20 52. Plaintiff alleges that, at all relevant times during the applicable limitations period,
21 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
22 **Class** members when they worked five (5) hours without clocking out for any meal period.

23 53. Plaintiff alleges that, at all relevant times during the applicable limitations period,
24 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal**
25 **Period Sub-Class** with a second meal period when they worked shifts of ten or more hours and
26 failed to pay them premium wages as required by Labor Code § 512 and the applicable Wage
27 Order.

28 54. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
 Class members additional premium wages, and/or were not paid premium wages at the employees’
 regular rates of pay when required meal periods were not provided.

 55. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
 the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
 costs of suit.

56. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Lab. Code §§ 204, 223, 226.7 and 1198)

(Plaintiff and Rest Period Sub-Class)

57. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

58. At all relevant times, Plaintiff and the **Rest Period Sub-Class** members have been non-exempt employees of Defendants entitled to the full rest period protections of both the Labor Code and the applicable Wage Order.

59. Section 12 of the applicable Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten minutes of net rest time for each four-hour work period, or major fraction thereof, that must be in the middle of each work period insofar as practicable.

60. Labor Code § 226.7 and § 12 of the applicable Wage Order both prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an hour of premium wages at the employees' regular rates of pay, on each workday that the employee is not provided with the required rest period(s).

61. Compensation for missed rest periods constitutes wages within the meaning of Labor Code § 200.

62. Labor Code § 1198 makes it unlawful to employ a person under conditions that violate the Wage Order.

63. Plaintiff alleges that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing members of the **Rest Period Sub-Class** with net rest period of at least ten minutes for each four-hour work period, or major fraction thereof, as required by the applicable Wage Order.

64. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-**

1 **Class** members additional premium wages when required rest periods were not provided.

2 65. Pursuant to Labor Code §§ 204, 218.6 and 226.7, Plaintiff, on behalf of himself and
3 **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
4 costs of suit.

5 66. Pursuant to Labor Code § 1194, Code of Civil Procedure § 1021.5, the substantial
6 benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest Period**
7 **Sub-Class** members, seeks to recover reasonable attorneys' fees.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

10 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

11 **(Plaintiff and Hourly Employee Class)**

12 67. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

13 68. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have
14 been non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
15 applicable Wage Order.

16 69. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
17 which an employee is subject to the control of the employer, and includes all the time the employee
18 is suffered or permitted to work, whether or not required to do so."

19 70. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
20 employees at least the minimum wage set forth therein for all hours worked, which consists of all
21 hours that an employer has actual or constructive knowledge that employees are working.

22 71. Labor Code § 1194 invalidates any agreement between an employer and an
23 employee to work for less than the minimum or overtime wage required under the applicable Wage
24 Order.

25 72. Labor Code § 1194.2 entitles non-exempt employees to recover liquidated damages
26 in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition to the
27 underlying unpaid minimum wages and interest thereon.

28 73. Labor Code § 1197 makes it unlawful for an employer to pay an employee less than

1 the minimum wage required under the applicable Wage Order for all hours worked during a payroll
2 period.

3 74. Labor Code § 1197.1 provides that it is unlawful for any employer or any other
4 person acting either individually or as an officer, agent, or employee of another person to pay an
5 employee, or cause an employee to be paid, less than the applicable minimum wage.

6 75. Labor Code § 1198 makes it unlawful for employers to employ employees under
7 conditions that violate the applicable Wage Order.

8 76. Labor Code § 204 requires employers to pay non-exempt employees their earned
9 wages for the normal work period at least twice during each calendar month on days the employer
10 designates in advance and to pay non-exempt employees their earned wages for labor performed in
11 excess of the normal work period by no later than the next regular payday.

12 77. Labor Code § 223 makes it unlawful for employers to pay their employees lower
13 wages than required by contract or statute while purporting to pay them legal wages.

14 78. Labor Code § 510 and § 3 of the applicable Wage Order require employers to pay
15 non-exempt employees overtime wages of no less than one and one-half times the employees'
16 respective regular rates of pay for all hours worked in excess of eight hours in one workday, all
17 hours worked in excess of forty hours in one workweek, and for the first eight hours worked on the
18 seventh consecutive day of one workweek.

19 79. Labor Code § 510 and § 3 of the applicable Wage Order also require employers to
20 pay non-exempt employees overtime wages of no less than two times the employees' respective
21 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
22 worked in excess of eight hours on a seventh consecutive workday during the workweek.

23 80. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
24 centrally devised policies and practices to him and **Hourly Employee Class** members with respect
25 to working conditions and compensation arrangements.

26 81. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
27 **Employee Class** members for all time worked, including but not limited to, overtime hours at
28 statutory and/or agreed rates.

1 discharge of their duties.

2 90. Plaintiff is informed and believes and thereupon alleges that the reimbursement paid
3 by Defendants was insufficient to indemnify **Expense Reimbursement Class** members for all
4 necessary business expenses incurred in the discharge of their duties.

5 91. Pursuant to Labor Code § 452, an employer is authorized to prescribe the weight,
6 color, quality, texture, style, form, and make of uniforms required to be worn by their employees.

7 92. Section 9 of the applicable Wage Order states:

8 When uniforms are required by the employer to be worn by the employee as a
9 condition of employment, such uniforms shall be provided and maintained by the
10 employer. The term 'uniform' includes wearing apparel and accessories of distinctive
11 design or color.

12 93. At all relevant times during the applicable limitations period, Defendants required
13 Plaintiff and the **Expense Reimbursement Class** members to pay for expenses and/or losses caused
14 by Defendants' want of ordinary care. Defendants failed to indemnify Plaintiff and **Expense**
15 **Reimbursement Class** members for all such expenditures.

16 94. At all relevant times during the applicable limitations period, Defendants required
17 Plaintiff and **Expense Reimbursement Class** members to purchase and maintain uniforms and
18 apparel unique to Defendants at Plaintiff's and **Expense Reimbursement Class** members' expense.
19 Defendants failed to indemnify Plaintiff and **Expense Reimbursement Class** members for all such
20 expenditures.

21 95. Plaintiff is informed and believes that, during the applicable limitations period,
22 Defendants maintained a policy or practice of not reimbursing Plaintiff and **Expense**
23 **Reimbursement Class** members for all necessary business expenses.

24 96. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
25 restitution for all unpaid amounts due and owing within four years of the date of the filing of the
26 original Complaint and until the date of entry of judgment.

27 97. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
28 interest thereon and costs pursuant to Labor Code § 218.6 and reasonable attorneys' fees pursuant to
Code of Civil Procedure § 1021.5.

1 **FIFTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

3 **(Lab. Code § 226)**

4 **(Plaintiff and Wage Statement Penalties Sub-Class)**

5 98. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

6 99. Labor Code § 226(a) states:

7 An employer, semimonthly or at the time of each payment of wages, shall furnish to
8 his or her employee, either as a detachable part of the check, draft, or voucher paying
9 the employee's wages, or separately if wages are paid by personal check or cash, an
10 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
11 worked by the employee, except as provided in subdivision (j), (3) the number of
12 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
13 rate basis, (4) all deductions, provided that all deductions made on written orders of
14 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
15 inclusive dates of the period for which the employee is paid, (7) the name of the
16 employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the name and
18 address of the legal entity that is the employer and, if the employer is a farm labor
19 contractor, as defined in subdivision (b) of Section 1682, the name and address of the
20 legal entity that secured the services of the employer, and (9) all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours worked
22 at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a
23 temporary services employer as defined in Section 201.3, the rate of pay and the total
24 hours worked for each temporary services assignment. The deductions made from
25 payment of wages shall be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement and the record of the
27 deductions shall be kept on file by the employer for at least three years at the place of
28 employment or at a central location within the State of California. For purposes of
this subdivision, 'copy' includes a duplicate of the itemized statement provided to an
employee or a computer-generated record that accurately shows all of the information
required by this subdivision.

100. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize
the "detachable part of the check" provision and the "accurate itemized statement in writing"
provision of Labor Code section 226(a) by allowing for electronic wage statements so long as each
employee retains the right to elect to receive a written paper stub or record and that those who are
provided with electronic wage statements retain the ability to easily access the information and
convert the electronic statements into hard copies at no expense to the employee. (DLSE Opinion
Letter July 6, 2006.)

101. Plaintiff is informed and believes that, at all relevant times during the applicable
limitations period, Defendants have failed to provide **Wage Statement Penalties Sub-Class**

1 members with written wage statements as described above.

2 102. Plaintiff is informed and believes that Defendants' failure to provide him and **Wage**
3 **Statement Penalties Sub-Class** members with accurate written wage statements were intentional in
4 that Defendants had the ability to provide them with accurate wage statements but had intentionally
5 provided them with written wage statements that Defendants knew do not comply with Labor Code
6 § 226(a).

7 103. Plaintiff and **Wage Statement Penalties Sub-Class** members have suffered injuries,
8 in that Defendants have violated Plaintiff's and **Wage Statement Penalties Sub-Class** members'
9 legal rights to receive accurate wage statements and have misled them about their actual rates of pay
10 and wages earned. In addition, inaccurate information on their wage statements have prevented
11 immediate challenges to Defendants' unlawful pay practices, has required discovery and
12 mathematical computations to determine the amount of wages owed, has caused difficulty and
13 expense in attempting to reconstruct time and pay records, and/or has led to the submission of
14 inaccurate information about wages and deductions to federal and state government agencies.

15 104. Pursuant to Labor Code § 226(e), Plaintiff, on behalf of himself and **Wage**
16 **Statement Penalties Sub-Class** members, seeks the greater of actual damages or fifty dollars
17 (\$50.00) for the initial pay period in which a violation of Labor Code section 226(a) occurred and
18 one hundred dollars (\$100.00) for each subsequent pay period in which a violation of Labor Code §
19 226(a) occurred, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00) per class
20 member.

21 105. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
22 the common fund doctrine, Plaintiff, on behalf of himself and **Wage Statement Penalties Sub-**
23 **Class** members, seek awards of reasonable attorneys' fees and costs.

24 **SIXTH CAUSE OF ACTION**

25 **UNFAIR COMPETITION**

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

27 **(Plaintiff and UCL Class)**

28 106. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

1 107. Business and Professions Code § 17200 defines “unfair competition” to include any
2 unlawful business practice.

3 108. Business and Professions Code §§ 17203–17204 allow a person who has lost money
4 or property as a result of unfair competition to bring a class action in accordance with Code of Civil
5 Procedure § 382 to recover money or property that may have been acquired from similarly situated
6 persons by means of unfair competition.

7 109. California law requires employers to pay hourly, non-exempt employees for all hours
8 they are permitted or suffered to work, including hours that the employer knows or reasonably
9 should know that employees have worked.

10 110. Plaintiff, on behalf of himself and the **UCL Class** members, re-alleges and
11 incorporates the FIRST, SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, and
12 NINTH causes of action herein.

13 111. Plaintiff lost money and/or property as a result of the aforementioned unfair
14 competition.

15 112. Defendants have or may have acquired money by means of unfair competition.

16 113. Plaintiff is informed and believes and thereupon alleges that, by committing the
17 Labor Code violations described in this Complaint, Defendants violated Labor Code §§ 215, 216,
18 225, 226.6, 354, 408, 553, 1175, 1199 and 2802. Defendants thus committed misdemeanors by
19 violating the Labor Code as alleged herein.

20 114. Defendants have committed criminal conduct through their policies and practices of,
21 *inter alia*, failing to comport with their affirmative obligations as an employer to provide non-
22 exempt employees with uninterrupted, duty-free meal periods of at least thirty minutes for each
23 work period of five or more hours, duty-free rest breaks of at least ten minutes for each work period
24 of a majority of four hours, by failing to pay non-exempt employees for all hours worked, and by
25 failing to reimburse them for all expenses.

26 115. At all relevant times, Plaintiff and **UCL Class** members have been non-exempt
27 employees and entitled to the full protections of both the Labor Code and the applicable Wage
28 Order.

1 116. Defendants' unlawful conduct as alleged in this Complaint amounts to and
2 constitutes unfair competition within the meaning of Business and Professions Code section 17200
3 *et sequitur*. Business and Professions Code §§ 17200 *et sequitur* protect against unfair competition
4 and allow a person who has suffered an injury-in-fact and has lost money or property as a result of
5 an unfair, unlawful, or fraudulent business practice to seek restitution on behalf of himself and on
6 behalf of similarly situated persons in a class-action proceeding.

7 117. As a result of Defendants' violations of the Labor Code during the applicable
8 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
9 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants'
10 conduct.

11 118. Plaintiff is informed and believes that other similarly situated persons have been
12 subject to the same unlawful policies or practices of Defendants.

13 119. Due to the unfair and unlawful business practices in violation of the Labor Code,
14 Defendants have gained a competitive advantage over other comparable companies doing business
15 in the State of California that comply with their legal obligations.

16 120. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
17 relief for "any unlawful, unfair or fraudulent business act or practice," including a practice or act
18 that violates, or is considered unlawful under, any other state or federal law.

19 121. Accordingly, pursuant to Business & Professions Code §§ 17200 and 17203,
20 Plaintiff requests the issuance of temporary, preliminary, and permanent injunctive relief enjoining
21 Defendants, and each of them, and their agents and employees, from further violations of the Labor
22 Code and applicable Industrial Welfare Commission Wage Orders, and upon a final hearing, an
23 order permanently enjoining Defendants, and each of them, and their respective agents and
24 employees, from further violations of the Labor Code and applicable Industrial Welfare
25 Commission Wage Orders.

26 122. Pursuant to Business and Professions Code § 17203, Plaintiff, on behalf of himself
27 and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully belonging
28 to them that Defendants did not pay them or otherwise retained by means of its unlawful and unfair

1 business practices.

2 123. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or
3 the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover reasonable
4 attorneys' fees in connection with their unfair competition claims.

5 **SEVENTH CAUSE OF ACTION**

6 **CIVIL PENALTIES**

7 **(Lab. Code §§ 2698 *et seq.*)**

8 124. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

9 125. During the applicable limitations period, Defendants have violated Labor Code §§
10 204, 223, 226(a), 226.7, 227.3, 510, 512, 1194, 1197, 1198, and 2802.

11 126. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of
12 himself and other current and former employees, to bring a representative civil action to recover
13 civil penalties pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not,
14 be brought or maintained as a class action pursuant to Code of Civil Procedure section 382.

15 127. Plaintiff, a former employee against whom Defendants committed one or more of the
16 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
17 within the meaning of Labor Code § 2699(c).

18 128. Plaintiff has complied with the procedures for bringing suit specified in Labor Code
19 § 2699.3. Notice was provided to the California Labor & Workforce Development Agency
20 ("LWDA") and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an
21 intent to investigate.

22 129. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
23 penalties for Defendants' violations of Labor Code §§ 204, 223, 226(a), 226.7, 227.3, 510, 512,
24 1194, 1197, 1198 and 2802:

- 25 i. For violations of Labor Code §§ 201, 202, 203, 212, 226.7, 227.3, 1194, 1198
26 and 2802, one hundred dollars (\$100) for each employee per pay period for
27 each initial violation and two hundred dollars (\$200) for each employee per
28 pay period for each subsequent violation (penalties set by Labor Code §

1 2699(f)(2));

2 ii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
3 employee for each initial violation that was neither willful nor intentional,
4 two hundred dollars (\$200) for each employee, plus 25% of the amount
5 unlawfully withheld from each employee, for each initial violation that was
6 either willful or intentional, and two hundred dollars (\$200) for each
7 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
8 from each employee, for each subsequent violation, regardless of whether the
9 subsequent violation was either willful or intentional (penalties set by Labor
10 Code § 210);

11 iii. For violations of Labor Code § 223, one hundred dollars (\$100) for each
12 employee for each initial violation that was neither willful nor intentional,
13 two hundred dollars (\$200) for each employee, plus twenty-five percent
14 (25%) of the amount unlawfully withheld from each employee, for each
15 initial violation that was either willful or intentional, and two hundred dollars
16 (\$200) for each employee, plus twenty-five percent (25%) of the amount
17 unlawfully withheld from each employee, for each subsequent violation,
18 regardless of whether the subsequent violation was either willful or
19 intentional (penalties set by Labor Code § 225.5);

20 iv. For violations of Labor Code § 226(a), if this action is deemed to be an initial
21 citation, two hundred and fifty dollars (\$250) for each employee for each
22 violation. Alternatively, if an initial citation or its equivalent occurred before
23 the filing of this action, one thousand dollars (\$1,000) for each employee for
24 each violation (penalties set by Labor Code § 226.3);

25 v. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
26 employee for each initial pay period for which the employee was underpaid,
27 and one hundred dollars (\$100) for each employee for each subsequent pay
28 period for which the employee was underpaid (penalties set by Labor Code §

558);

- vi. For violations of Labor Code § 1197, one hundred dollars (\$100) for each aggrieved employee for each initial violation of Labor Code § 1197 that was intentional and two hundred and fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation of Labor Code § 1197, regardless of whether the initial violation was intentional (penalties set by Labor Code § 1197.1);
- vii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable attorneys' fees and costs in connection with Plaintiff's claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, prays for relief and judgment against Defendants as follows:

- (1) An order that the action be certified as a class action;
- (2) An order that Plaintiff be appointed class representative;
- (3) An order that counsel for Plaintiff be appointed class counsel;
- (4) Unpaid wages;
- (5) Actual damages;
- (6) Liquidated damages;
- (7) Restitution;
- (8) Declaratory relief;
- (9) Pre-judgment interest;
- (10) Statutory penalties;
- (11) Civil penalties;
- (12) Costs of suit;
- (13) Reasonable attorneys' fees; and
- (14) Such other relief as the Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other current and former non-exempt employees, and the general public, hereby demands a jury trial on all issues so triable.

Dated: May 27, 2026

SETAREH LAW GROUP

1/10



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