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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF RIVERSIDE**

ANGEL PANDURO, an individual and on  
behalf of all others similarly situated;

Plaintiff,

vs.

ROMEO & LAYLA WAREHOUSING, INC.,  
a California corporation; RITE STAFF INC., a  
California corporation; and DOES 1 through  
50,

Defendants.

Case No.: CVRI2602642

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS  
(LABOR CODE §§ 204, 510, 1194,  
1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES  
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &  
PROF CODE §§ 17200, *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE  
CALIFORNIA PRIVATE  
ATTORNEYS GENERAL ACT  
(LABOR CODE §§ 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL**

1 Plaintiff ANGEL PANDURO (“Plaintiff”), on behalf of himself and all others similarly  
2 situated, hereby brings this First Amended Class and Representative Action Complaint  
3 (“Complaint”) against Defendants ROMEO & LAYLA WAREHOUSING, INC., a California  
4 corporation (“Defendant Romeo & Layla”); RITE STAFF INC. (“Defendant Rite Staff”), a  
5 California corporation; and DOES 1 to 50 (collectively “Defendants”), and on information and  
6 belief alleges as follows:

### 7 **JURISDICTION AND VENUE**

8 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this  
9 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
10 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,  
11 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order  
12 7-2001 (“Wage Order 7”), in addition to seeking injunctive relief, declaratory relief, and restitution.  
13 This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has  
14 jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy  
15 exceeds \$25,000.

16 2. Venue is proper in this judicial district because Defendants maintain offices, have  
17 agents, and/or transact business in the State of California, including Riverside County, and some of  
18 the acts and omissions complained of herein occurred in Riverside County.

### 19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of  
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to  
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.  
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of  
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*  
25 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,  
26 2698, *et seq.*, and Wage Order 7.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the  
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,  
2 similarly-situated non-exempt employees within Riverside County, and the State of California and,  
3 therefore, were (and are) doing business in Riverside County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or  
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said  
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to  
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed and  
8 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,  
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,  
10 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful  
11 employment practices, wrongs, injuries, and damages complained of herein.

12 6. At all times herein mentioned, each of said Defendants participated in the doing of  
13 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,  
14 Defendants, and each of them, were the agents, servants, and employees of each of the other  
15 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting  
16 within the course and scope of said agency and employment.

17 7. Plaintiff is informed and believes, and based thereon alleges, that at all times  
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or  
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting within  
20 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent  
21 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining  
22 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

23 8. At all times herein mentioned, Defendants, and each of them, were members of, and  
24 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and  
25 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and  
27 each of them, concurred and contributed to the various acts and omissions of each and all of the  
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendant Romeo & Layla owns and operates a distribution warehouse in Lebec,  
3 California. Defendant Rite Staff is a staffing agency headquartered in Corona, California. During  
4 the relevant time period, Defendant Rite Staff placed Plaintiff to work with Defendant Romeo &  
5 Layla, and Defendants jointly employed Plaintiff, as an hourly-paid, non-exempt employee as a  
6 machine operator.

7 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping  
8 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being  
9 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly  
10 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and  
11 belief, at times, Defendants required Plaintiff and other non-exempt employees to perform work  
12 before their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks,  
13 and failed to compensate employees for this time. As a result, Plaintiff and other non-exempt  
14 employees were not compensated for all earned minimum and overtime wages.

15 12. Defendants failed to provide Plaintiff and other non-exempt employees with all  
16 legally compliant meal periods due to Defendants' meal period policies/practices, which resulted in  
17 late (commencing after the fifth hour of work), short (less than 30 minutes), and/or missed meal  
18 periods. Upon information and belief, at times, Plaintiff and other non-exempt employees were not  
19 able to take their legally compliant meal breaks due to work demands imposed by Defendants.  
20 Upon information and belief, Defendants do not keep accurate records of Plaintiff's and other non-  
21 exempt employees' hours worked, including accurate time records showing when employees take  
22 their meal periods. On those occasions when Plaintiff and other non-exempt employees were not  
23 provided with all legally compliant meal periods to which they were entitled, Defendants failed to  
24 compensate Plaintiff and other non-exempt employees with the required meal period premium(s)  
25 for each workday there was a meal period violation as mandated by Labor Code § 226.7.

26 13. At times, Plaintiff and other non-exempt employees were not authorized and  
27 permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices,  
28 which failed to authorize and permit a net 10-minute rest period for every four hours worked, or

1 major fraction thereof. On occasion, Plaintiff and other non-exempt employees were not able to take  
2 their legally compliant rest breaks due to work demands imposed by Defendants. On those  
3 occasions when Plaintiff and other non-exempt employees were not authorized and permitted to  
4 take all legally compliant rest periods to which they were entitled, Defendants failed to compensate  
5 them with the required rest period premium(s) for each workday there was a rest period violation as  
6 mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no  
7 mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in  
8 the event that a legally compliant rest period was not authorized and permitted to their non-exempt  
9 employees.

10 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to  
11 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as  
12 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage  
13 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to  
14 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed  
15 to timely pay all final wages to other former non-exempt employees upon their separation of  
16 employment from Defendants.

17 15. Labor Code § 6720 required the California Division of Occupational Safety and  
18 Health ("Cal/OSHA") to propose an indoor heat illness standard by January 1, 2019. 8 Cal. Code  
19 Regs. § 3396 applies when the indoor temperature is greater than 82°F and requires (1) provide  
20 access to potable water that is fresh, suitably cool, and free of charge located as close as possible to  
21 the work area; (2) provide preventive cool-down rest periods and monitor workers for symptoms of  
22 heat-related illness; (3) measure the temperature and heat index and record whichever is greater  
23 whenever the temperature or heat index reaches 87°F (or temperature reaches 82°F for workers  
24 working in clothing that restricts heat removal or high-radiant-heat areas) and implement control  
25 measures to keep workers safe; feasible engineering controls must be implemented first; (4) provide  
26 training to both workers and supervisors; and (5) establish, implement, and maintain an effective  
27 written Indoor Heat Illness Prevention Plan. During the relevant time period, Defendants failed to  
28 provide Plaintiff and other non-exempt employees with reasonable comfort by maintaining the

1 indoor temperature within the range of industry standards by, inter alia, complying with the  
2 regulations in 8 Cal. Code Regs. § 3396, and failed to maintain a temperature of not less than 68° F  
3 in toilet rooms and/or breakrooms for Plaintiff and other aggrieved employees.

4 **CLASS ACTION ALLEGATIONS**

5 16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following  
6 Classes pursuant to § 382 of the California Code of Civil Procedure:

- 7 a. Direct Hire Class: All current and former non-exempt employees directly hired by  
8 Defendant Romeo & Layla during the period of August 6, 2024 to the present.  
9 b. Staffing Agency Class: All current and former non-exempt employees placed by  
10 Defendant Rite Staff to work for Defendant Romeo & Layla four years immediately  
11 preceding the filing of this action through the present.

12 17. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
13 joinder of all members would be impractical, if not impossible. The membership of the Classes is  
14 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
15 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection  
16 of Defendants' employment records, including payroll records.

17 18. **Common Questions of Law and Fact Predominate/Well-Defined Community of**  
18 **Interest:** There are predominant common questions of law and fact as to Plaintiff and members of  
19 the Classes, which predominate over questions affecting only individual members including,  
20 without limitation to, whether Defendants properly paid all minimum and overtime wages, provided  
21 legally compliant meal and rest periods, reimbursed all necessary business expenses, furnished  
22 legally compliant wage statements, and paid all final wages to members of the Direct Hire and  
23 Staffing Agency Classes. These common questions of law and fact set forth above are numerous  
24 and substantial and stem from Defendants' policies and/or practices applicable to each individual  
25 class member. As such, the common questions predominate over individual questions concerning  
26 each individual class member's showing as to their eligibility for recovery or as to the amount of  
27 their damages.

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1           19.     **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because  
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)  
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,  
4 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due  
5 to Defendants' timekeeping and payroll policies/practices, not provided all required meal periods,  
6 not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal  
7 and rest periods, and not provided with accurate, compliant, itemized wage statements.

8           20.     **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps  
9 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's  
10 attorneys are ready, willing and able to fully and adequately represent the members of the Classes  
11 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and  
12 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the  
13 members of the Classes.

14           21.     **Superiority:** The Labor Code is broadly remedial in nature and serves an important  
15 public interest in establishing minimum working conditions and standards in California. These laws  
16 and labor standards protect the average working employee from exploitation by employers who  
17 have the responsibility to follow the laws and who may seek to take advantage of superior economic  
18 and bargaining power in setting onerous terms and conditions of employment. The nature of this  
19 action and the format of laws available to Plaintiff and members of the Classes make the class  
20 action format a particularly efficient and appropriate procedure to redress the violations alleged  
21 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily  
22 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited  
23 resources of each individual plaintiff with their vastly superior financial and legal resources.

24           22.     Moreover, requiring each member of the Class(es) to pursue an individual remedy  
25 would also discourage the assertion of lawful claims by employees who would be disinclined to file  
26 an action against their former and/or current employer for real and justifiable fear of retaliation and  
27 permanent damages to their careers at subsequent employment. The claims of the individual  
28 members of the Class are not sufficiently large to warrant vigorous individual prosecution

1 considering all of the concomitant costs and expenses attending hereto.

2       23. Furthermore, the prosecution of separate actions by the individual class members,  
3 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
4 with respect to the individual class members against Defendants herein; and which would establish  
5 potentially incompatible standards of conduct for Defendants; and/or legal determinations with  
6 respect to individual class members which would, as a practical matter, be dispositive of the interest  
7 of the other class members not parties to adjudications or which would substantially impair or  
8 impede the ability of the class members to protect their interests. As such, the Classes identified  
9 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

10                                   **FIRST CAUSE OF ACTION**

11                                   **MINIMUM WAGE VIOLATIONS**

12                                   **(Against All Defendants)**

13       24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
14 fully set forth herein.

15       25. Labor Code §§ 1182.12, 1197, and Wage Order 7, § 4 establish the right of  
16 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.  
17 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal  
18 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with  
19 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid  
20 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its  
21 pay practices to the requirements of the law by failing to pay Plaintiff and members of the Direct  
22 Hire and Staffing Agency Classes for all hours worked, including, but not limited to, all hours they  
23 were subject to the control of Defendants and/or suffered or permitted to work under the Labor  
24 Code and Wage Order 7.

25       26. Labor Code § 1198 makes unlawful the employment of an employee under  
26 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an  
27 employer who has failed to pay its employees the legal minimum wage is liable to pay those  
28 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount



1 equal to the wages due and interest thereon.

2 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and  
3 members of the Direct Hire and Staffing Agency Classes seek recovery of the balance of unpaid  
4 wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit according to  
5 Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil  
6 Code §§ 3287 and 3289.

7 **SECOND CAUSE OF ACTION**  
8 **OVERTIME WAGE VIOLATIONS**  
9 **(Against All Defendants)**

10 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
11 fully set forth herein.

12 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and  
13 Wage Order 7, § 3, which provide that non-exempt employees are entitled to all overtime wages  
14 and compensation for all overtime hours worked and provide a private right of action for the failure  
15 to pay all overtime compensation for overtime work performed.

16 30. At all times relevant herein, Defendants were required to properly compensate non-  
17 exempt employees, including Plaintiff and members of the Direct Hire and Staffing Agency  
18 Classes, for all overtime hours worked pursuant to Labor Code § 1194 and Wage Order 7. Wage  
19 Order 7, § 3 requires an employer to pay an employee one and one-half (1½) times and two times  
20 the employee's regular rate of pay for overtime and double time hours work. Defendants caused  
21 Plaintiff and members of the Direct Hire and Staffing Agency Classes to work overtime hours but  
22 failed to compensate these employees for all overtime hours actually worked.

23 31. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and  
24 members of the Direct Hire and Staffing Agency Classes seek recovery of the balance of unpaid  
25 overtime wages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit  
26 according to Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure §  
27 1021.5; and Civil Code §§ 3287 and 3289.

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1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(Against All Defendants)**

4 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
5 fully set forth herein.

6 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed  
7 in their affirmative obligation to provide all of their non-exempt employees in California, including  
8 Plaintiff and members of the Direct Hire and Staffing Agency Classes, with all legally compliant  
9 meal periods in accordance with the mandates of the Labor Code and Wage Order 7, § 11.

10 34. Despite Defendants' violations, Defendants did not pay an additional hour of pay to  
11 Plaintiff and members of the Direct Hire and Staffing Agency Classes at their respective regular  
12 rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

13 35. As a consequence of Defendants' unlawful meal period practices, Plaintiff and  
14 members of the Direct Hire and Staffing Agency Classes seek recovery of unpaid premium wages  
15 for meal period violations including interest thereon, statutory penalties, and costs of suit, pursuant  
16 to Labor Code §§ 226.7, 512, 558, Wage Order 7, and Civil Code §§ 3287 and 3289.

17 **FOURTH CAUSE OF ACTION**

18 **REST PERIOD VIOLATIONS**

19 **(Against All Defendants)**

20 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
21 fully set forth herein.

22 37. Labor Code §§ 226.7, 516, 558, and Wage Order 7, § 12 and establish the right of  
23 employees to be provided with a rest period of at least 10 minutes for each four-hour period  
24 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that  
25 despite Defendants' failure to authorize and permit Plaintiff and members of the Direct Hire and  
26 Staffing Agency Classes to take all legally compliant rest periods as alleged herein, Defendants did  
27 not pay these individuals an additional hour of pay at their respective regular rate for the rest  
28 periods that they failed to authorize and permit them to take, as required by Labor Code § 226.7.

1           38.     As a consequence of Defendants’ unlawful rest period practices, Plaintiff and  
2 members of the Direct Hire and Staffing Agency Classes seek recovery of unpaid premium wages  
3 for rest period violations including interest thereon, statutory penalties, and costs of suit, statutory  
4 penalties, attorneys’ fees, and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage  
5 Order 7, and Civil Code §§ 3287 and 3289.

6                                   **FIFTH CAUSE OF ACTION**  
7                                   **WAGE STATEMENT PENALTIES**  
8                                   **(Against All Defendants)**

9           39.     Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
10 fully set forth herein.

11           40.     Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
13 and members of the Direct Hire and Staffing Agency Classes with accurate and complete, itemized  
14 wage statements that included, among other requirements, all hours worked, total gross wages  
15 earned, all rates of pay and corresponding number of hours worked, total net wages earned, the  
16 inclusive dates of the pay period, and/or the correct name and address of the legal entity that is the  
17 employer in violation of Labor Code § 226.

18           41.     Defendants’ failure to furnish Plaintiff and members of the Direct Hire and Staffing  
19 Agency Classes with accurate and complete, itemized wage statements resulted in actual injury, as  
20 said failures led to, among other things, the non-payment of minimum and overtime wages and meal  
21 and rest period premium wages owed and deprived them of the information necessary to identify the  
22 discrepancies in Defendants’ reported payroll data.

23           42.     As a consequence of Defendants’ unlawful wage statement practices, Plaintiff and  
24 members of the Direct Hire and Staffing Agency Classes seek damages and/or statutory penalties,  
25 reasonable attorneys’ fees, and costs of suit according to California Labor Code § 226.

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**SIXTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(Against All Defendants)**

43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay members of the Direct Hire and Staffing Agency Classes all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

46. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Direct Hire and Staffing Agency Classes all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

47. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay members of the Direct Hire and Staffing Agency Classes their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

48. As a consequence of Defendants' unlawful practices, members of the Direct Hire and Staffing Agency Classes seek statutory penalties, and costs of suit according to California Labor Code § 203.

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(Against All Defendants)**

4 49. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
5 fully set forth herein.

6 50. Defendants have engaged and continue to engage in unfair and/or unlawful business  
7 practices in California in violation of Business and Professions Code § 17200, *et seq.*, as described  
8 above.

9 51. Defendants' utilization of these unfair and/or unlawful business practices deprived  
10 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally  
11 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over  
12 Defendants' competitors who have been and/or are currently employing workers and attempting to  
13 do so in honest compliance with applicable wage and hour laws.

14 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged  
15 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of  
16 monies, as necessary and according to proof, to restore any and all monies withheld, acquired  
17 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

18 53. The acts complained of herein occurred within the last four years immediately  
19 preceding the filing of the Complaint in this action.

20 **EIGHTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(Against All Defendants)**

23 54. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though  
24 fully set forth herein.

25 55. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*  
26 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, "Aggrieved  
27 Employees"), brings this representative action against Defendants to recover the civil penalties due  
28 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant

1 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial  
2 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or  
3 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each  
4 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and  
5 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)  
6 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §  
7 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each  
8 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to  
9 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as  
10 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and  
11 \$200 for each subsequent violation per employee per pay period for those violations of the Labor  
12 Code for which no civil penalty is specifically provided, based on the following Labor Code  
13 violations:

- 14 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in  
15 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 16 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation  
17 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 18 c. Failing to provide all legally required meal periods, and failure to pay meal period  
19 premium wages, to Aggrieved Employees at the regular rate of compensation in  
20 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 21 d. Failing to authorize and permit all legally required rest periods, and failure to pay  
22 rest period premium wages, to Aggrieved Employees at the regular rate of  
23 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 24 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage  
25 statements in violation of Labor Code § 226;
- 26 f. Failing to timely pay all final wages and compensation earned by Aggrieved  
27 Employees at the time of separation in violation of Labor Code §§ 201-202;

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- g. Failure to comply with Wage Order 7, § 15 in violation of Labor Code § 1198;
- h. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- i. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

56. On or about April 22, 2026, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

57. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for payment of overtime wages and penalties according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

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1           6.       Upon the Third Cause of Action, for meal period premium wages according to proof  
2 pursuant to Labor Code §§ 226.7, 512, and 558;

3           7.       Upon the Fourth Cause of Action, for rest period premium wages according to proof  
4 pursuant to Labor Code §§ 226.7, 516, and 558;

5           8.       Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §  
6 226;

7           9.       Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
8 203;

9           10.      Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the  
10 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or  
11 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*  
12 *seq.*;

13           11.      Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved  
14 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and  
15 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to  
16 pay each employee and \$200 for each subsequent violation or willful or intentional violation  
17 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the  
18 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
19 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
20 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee  
21 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation  
22 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a  
23 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the  
24 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each  
25 subsequent violation per employee per pay period for those violations of the Labor Code for which  
26 no civil penalty is specifically provided;

27           12.      Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6  
28 and Civil Code §§ 3287 and 3289;



1           13.     On all causes of action, for attorneys' fees and costs as provided by Labor Code §§  
2 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

3           14.     For such other and further relief, the Court may deem just and proper.

4                               **DEMAND FOR JURY TRIAL**

5           Plaintiff hereby demands a trial by jury on all claims.

6  
7 DATED: June 24, 2026

**JUSTICE FOR WORKERS, P.C.**

8  
9 By: 

10 William C. Sung

11 Joseph C. Ramli

12 Guneez Ibrahim

13 Attorneys for Plaintiff ANGEL PANDURO  
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